

Terms and conditions
for
supply of goods & services
to customers

MJB CONTRACTORS LIMITED
T/A
Tyneside Home Improvements

Please read the following important terms and conditions before you buy anything from us and check that they contain everything which you want and nothing that you are not willing to agree.

Summary of some of **your** key rights if you are not buying as a business and you are a *consumer*:

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that in most cases, *you* can cancel within 14 days. If *you* agree the services will start within this time, *you* may be charged for what *you*'ve used.

The Consumer Rights Act 2015 says:

you can ask us to repeat or fix the services if they are not carried out with reasonable care and skill, or get some money back if we can't fix it;

if a price hasn't been agreed upfront, what you're asked to pay must be reasonable;

if a time hasn't been agreed upfront, it must be carried out within a reasonable time.

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 03454 04 05 06.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below, which you should read carefully.

This contract sets out: your legal rights and responsibilities; our legal rights and responsibilities; and certain key information required by law.

This contract is used for when we enter into a contract in your house or work premises or by phone or email for the sale and supply to you of goods and services described in our quotation or proposal form which you requested from us.

In this contract:

- **'We', 'us' or 'our'** means: MJB CONTRACTORS LIMITED (trading as Tyneside MJB CONTRACTORS LIMITED (trading as Tyneside Home Improvements) and
- **'You' or 'your'** means the person buying services from us.
- **'Goods', 'Services' or Goods and Services'** means physical product and actions taken by us to deliver and install physical product at your premises to your satisfaction. This is a mixed contract for the delivery of both and we may refer to services when meaning to include goods as part of the service delivered.

If you don't understand any of this contract and want to talk to us about it, please speak with our representative or contact us, by either:

- email admin@thi.uk.com Monday to Friday 8-30 to 5.30pm and Saturday: 9 am to 12 pm];
- telephone 0191 489 5063 Monday to Friday: 8-30 to 5.30pm). and Saturday: 9 am to 12 pm

Do you need extra help?

If you would like this contract in another format (for example: audio, large print, braille) please contact us using the contact details at the top of this contract.

Who are we?

*We are **MJB CONTRACTORS LIMITED (trading as Tyneside Home Improvements)**, a company registered in England and Wales under company number:06601355*

Our registered office is at: Albion Street, Gateshead, Tyne & Wear, NE10 9SJ

Our VAT number is: 948-019-309

We are authorised and regulated by the Financial Conduct Authority FRN 733428

We support the Plastic Window Federation Code of Good Practice, a copy is available on request

We are registered with FENSA, no. 32094, and our supply is insured, details at www.fensa.org

Our website address is www.tynesidehomeimprovements.co.uk where you will find important information about our trade, our terms and conditions of business and our customer care

1 Introduction

- 1.1 You agree to be legally bound by this contract if you buy services from us.
- 1.2 When buying any services, you agree to be legally bound by:
- (a) any extra terms which may add to, or replace some of, this contract for security, legal or regulatory reasons. We will contact you to let you know if we intend to do this by giving you one month's notice. You can end this contract at any time by giving one month's notice if we tell you extra terms apply but you do not want that term; and
 - (b) specific terms which apply to certain services. Our representative will tell you when specific terms apply and if you want to see these specific terms, please ask.
 - (c) Any extra or specific terms add to and form part of this contract as though written here.

2 Information we give you

- 2.1 If you are not a business then you are probably a consumer. You will have consumer rights. We are a business. There is information we must give you.
- 2.2 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information (see the summary box below). This information is presented in a clear and understandable way. Typically, our representative will give you information on paper before you buy services from us. Some of this information is also set out in this contract, such as information on our complaint handling policy (see clause 14).
- 2.3 The key information we give you by law forms part of this contract (as though it is set out in full here). If we must change any key information once a legally binding contract between us is made, we can only do this if you agree to it.

We will give you information on:

the main characteristics of the goods & services you want to buy, how long the contract is for and how to end it

who we are, where we are based and how you can contact us

the total price of the goods and services including any taxes (or where this cannot reasonably be worked out in advance, the manner in which we will work out the price)

in the case of a contract where its start and end has not been agreed, the total costs per billing period or (where such contracts are charged at a fixed rate) the total monthly costs

the arrangements for payment, delivery of goods and/or carrying out or completing the service and in what time scale,

how to exercise your right to cancel the contract and the costs of doing so

our complaint handling policy

our after-sales services

our commercial guarantees

3 Your privacy and personal information

- 3.1 Our **Privacy Policy** is available on request or may be accessed using our web address www.tynesidehomeimprovements.co.uk.
- 3.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

4 Ordering services from us

- 4.1 Below, we set out how a legally binding contract between you and us is made.
- 4.2 We shall carry out a survey at your home of the works proposed. We shall ask you questions and you will provide information so that we may assess the viability of the work structurally, legally and financially.
- 4.3 We shall supply you with a survey report plus quotation or proposal for the work you require. Any quotation or proposal given by us before you make an order for services is not a binding offer by us to supply such services.
- 4.4 Our quotation or proposal will be based on producing an internal floor finish of concrete level to existing floor levels unless we are specifically requested by you to produce a particular finish for you to allow the laying of your choice of final surface, for example, luxury vinyl tile or ceramics, carpet or similar to be supplied by your chosen contractors.
- 4.5 When you decide to place an order for services with us based on a quotation or proposal from us, this is when you offer to buy such services from us.
- 4.6 When you place your order with our representative, they will acknowledge receipt in person, or if this is not possible, by email. This acknowledgement does not, however, mean that your order has yet been accepted. There is no contract until you are notified that we accept your Order in words giving that effect.
- 4.7 We may contact you to say that we do not accept your order. If we do this, we will try to tell you promptly why we do not accept your order. This is typically for the following reasons:
- (a) we are unable to obtain the goods or carry out the services (because, for example, we have a shortage of staff);
 - (b) we are unable to authorise your payment;
 - (c) you are not allowed to buy goods or services from us; (your landlord or mortgage company may not permit the works)
 - (d) we are not allowed to sell the goods and services to you; or
 - (e) there has been a mistake on the pricing or description of the goods or services.

- (f) If you are under the age of 18 you may not be able to buy any services from us because you are too young

4.8 We will only accept your order when our representative confirms this to you by letter or email to confirm usually by email (a **Confirmation Email**). At this point:

- (a) a legally binding contract will be in place between you and us; and
- (b) we will start to carry out the services in the way you and we have agreed

5 Delivery of the goods and services

5.1 We must deliver goods and carry out the services by the time or within the period which you and we agree (either with our representative or in writing). If you and we have agreed no time or period, this will be within a reasonable time.

5.2 We shall endeavour to start work on a date agreed with you but shall require a deposit of 20% of the contract price paid up front. There will be no start without receipt of funds and no liability from us to you for delay caused by this.

5.3 If you require finance for our work from a lender then we reserve the right to delay our start date without liability to you until proof of finance is available from the lender in a form reasonably satisfactory to us.

5.4 Carrying out the services might be affected by events beyond our reasonable control. If so, there might be a delay before we can start, re-start or complete the services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, and we will try to start and complete the services as soon as those events have been fixed or resolved. In the meantime, we are entitled to payment for goods or services delivered up to the point of interruption and may invoice on a work done basis.

5.5 Examples of events which might be beyond our reasonable control include:

- (a) you change the services or goods required (and this means we have to do extra work or wait for extra materials);
- (b) we have to wait for your other providers to complete their work before we are able to carry out the services;
- (c) goods or materials are not delivered at the time agreed with the supplier of them to us (and we cannot obtain a replacement within a reasonable time or the price charged by a supplier is much higher than the original charge);
- (d) we cannot access the site at the times we agreed with you;
- (e) you have not prepared the site in the way we agreed with you;
- (f) poor weather conditions or other events outside your or our control such as natural disaster, pandemic or similar unforeseen events

5.6 When we carry out the services, we might not have all of the goods and materials we need. This might be for a number of reasons, such as:

- (a) we have not provided an estimate to you and cannot work out what materials are necessary until we start carrying out the services;

- (b) where we have provided an estimate, it might not have been possible to work out what materials we needed at the time we provided the estimate to you and this might only be revealed when we start carrying out the services;
 - (c) whether or not we have provided an estimate, the condition of an item or the area where the services are being carried out might become apparent only when we start carrying out the services and it might not have been possible to establish it until that point.
- 5.7 If we need to purchase extra materials, we will buy them from a local supplier, where possible. If we cannot do this:
- (a) we will order them from elsewhere and return later to continue to carry out the services;
 - (b) we may charge you for any travel time or call out time at our standard scale of charges in force at the time of your order if call outs are regular and in our reasonable opinion unjustified. We will let you know if we intend to do this before travelling or attending;
 - (c) we may charge you for time spent in contacting suppliers for replacement supplies necessitated by you changing your mind after first order. We will let you know if we intend to do this. We will not charge you for any time spent in obtaining any wrong materials.

6 Customer Variations

- 6.1 We shall have the right to suspend performance if you seek to vary the contract in any way or delay us or delay payment to us. We shall have no liability to you in relation to delay caused or requested by you.
- 6.2 Where changes or variations are agreed between us, we shall charge for time and materials at our regular rate on review and our acceptance of your request.
- 6.3 You shall pay us on demand the amount required by us reasonably to take account of costs, losses or expense to which we are put by your requests to suspend delivery or stop our performance of the contract.
- 6.4 We shall charge for any increase in price over that quoted if caused or necessitated by you changing the date of delivery of goods, materials or services, changing your requirement as to floor finish or having failed to provide adequate information relative to the goods or services required and the state or condition of your premises in which the goods are to be installed or services supplied.
- 6.5 In particular, we do not undertake the re-siting of statutory undertakings such as gas, electrics, water which extends to pipes wires cables etc and you must arrange for such work as may be required to be performed prior to or in line with the performance of our service so that we are not unduly hindered or delayed which may have price implications for you.

7 Charges and payment

- 7.1 We will let you know the charges for the services and related goods (plus any extra charges such as delivery charges) to the fullest extent we can when you place an order with us.

- 7.2 We charge for our goods and services on a quotation basis using estimates based on our best guess, from our experience, on how much our services will cost. We use our best endeavours to stick to the quoted price but we may charge you a lower or higher amount than stated.
- 7.3 Where we charge you a higher amount, this might occur for a number of reasons, in particular, if what you need us to do changes, or the amount of services you need us to carry out increases or is different from what we and you agreed before we started carrying out the services; or when we carry out the services, it becomes clear the extent of services we will need to carry out is different from what we agreed before we started carrying out the services and we could not have reasonably foreseen this. Your bill will show the dates when the services were carried out and other key information such as permission or approval dates. Please contact us using the contact details at the top of this contract, if you want any further information on your bill or have a query on it.
- 7.4 You shall pay to us the amount invoiced within 14 days of each invoice date. You will be invoiced, and your credit card or debit card will only be charged when we have reached an agreed stage of the works but we anticipate that our payment structure will be:
- (a) 20% of contract price as a deposit prior to commencement of delivery of goods or service
 - (b) 40% of contract price when the base structure is in place
 - (c) 30% of contract price when frames are put in place
 - (d) 10% on final completion of works involved in delivery of all goods and services.
- 7.5 We accept cash and most debit cards: We may accept cheques or approved credit cards at if approved in advance by our representative.
- 7.6 All payments by debit card (or credit card if agreed) need to be authorised by the relevant card issuer.
- 7.7 If your payment is not received by us under clause 7.4, we may charge interest on any balance outstanding at the rate of 5 percentage points per year above NatWest Bank plc's base rate. We will email you to let you know if we intend to do this.
- 7.8 Nothing in this clause affects your legal rights to cancel the contract during the cancellation period as set out in clauses 8 and 9.
- 7.9 The price of the services is in pounds sterling (£)(GBP); and includes VAT at the applicable rate.

8 Right to cancel

- 8.1 You have the right to cancel this contract within 14 days without giving any reason. However, you do not have the right to cancel if you requested for us to start providing the services during the cancellation period and some or all of the services are fully performed (ie the work is completed) during this period. This is further explained in clauses 8.6 and 8.7 below.

- 8.2 The cancellation period will expire after 14 days from the day of the conclusion of the contract.
- 8.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg a letter sent by post, fax or email) using the contact details at the top of this contract. You may use the attached model cancellation form, but it is not obligatory.
- 8.4 You can also electronically fill in and submit the model cancellation form or any other clear statement on our website. If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (eg by email) without delay.
- 8.5 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 8.6 We will not start providing the services during the 14-day cancellation period unless you ask us to. You can request for us to start providing the services immediately and during the cancellation period by completing and signing the attached request form and giving it to our representative or sending it by post or email to MJB CONTRACTORS LIMITED (*trading as Tyneside Home Improvements*), Unit 2, Hanlon Court, Jarrow Royal Industrial Estate, NE32 3HR
- 8.7 By signing and returning the request form, you acknowledge that you will lose your right to cancel this contract in relation to services fully performed (ie the work is completed) when you cancel.. If you do not sign and return the request form, we will not be able to start providing the services to you until the cancellation period has expired. We are not obliged to accept your request.
- 8.8 This means that if you requested for us to start providing the services during the cancellation period and the services are fully performed (ie the work is completed) during this period, you lose your right to cancel and will be required to pay the full price under this contract even if the cancellation period has not expired.
- 8.9 This does not affect the rights you have if your services are faulty. A summary of these rights is provided at the top of this contract. See also clauses 10 & 11 below.

9 Effects of cancellation

- 9.1 If you cancel this contract, we will reimburse to you all payments received from you unless you requested for us to start providing the services during the cancellation period, in which case you must pay us:
- (a) for the goods and services we provided up to the time you told us that you want to cancel this contract, which will be an amount in proportion to the services performed and goods delivered up to that point in comparison with the full price under this contract; or

- (b) the full price under this contract, if you lost your right to cancel this contract because the services were fully or substantially performed (ie the work was completed) during the cancellation period.
- 9.2 We will make reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.
- 9.3 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- 9.4 If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).
- 9.5 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- 9.6 We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.
- 9.7 If you have received goods:
 - (a) we will collect the goods without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us.
 - (b) we will collect the goods at our own expense OR you will have to bear the direct cost of returning the goods; and
 - (c) you are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods if they are reusable or resaleable.

10 Nature of the goods and services

- 10.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example:
 - (a) the services must be carried out with reasonable care and skill;
 - (b) you must pay a reasonable price for the services, and no more if we have not fixed a price for the services; and
 - (c) we must carry out the services within a reasonable time if we haven't fixed a time for the services to be carried out.
 - (d) the goods supplied are of satisfactory quality;
 - (e) the goods supplied are fit for purpose;
 - (f) the goods supplied match the description, sample or model; and
 - (g) the goods supplied are installed properly (if we install them).
- 10.2 We must provide you with goods and services that comply with your legal rights.

11 Faulty goods or services

- 11.1 Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights') are set out at the top of this contract. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please:
- (a) contact us using the contact details at the top of this contract and ask for our information sheet or visit our website and look for "***Our promise to you when things go wrong***"; or
 - (b) visit the Citizens Advice website www.citizensadvice.org.uk or call 03454 04 05 06.
- 11.2 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.
- 11.3 Please contact us using the details at the top of this contract if you want:
- (a) us to repeat the services;
 - (b) us to fix the services; or
 - (c) us to fix, repair or replace any goods
 - (c) a price reduction where the work is complete, you have paid in full but believe you are entitled to a reduction because of a failure or defect in the goods and services supplied.

12 End of the contract

- 12.1 If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.
- 12.2 If you terminate or indicate that you may terminate the contract without our agreement (for reasons not satisfactory to us) or we form the reasonable view that we are unable to complete the work as a result of action you take or omit to take (such as denying access or indicating you won't or can't pay) then we may treat the contract as at an end.
- 12.3 If we treat the contract as at an end because of your default under clause 12.2, we may retain your deposit and charge you a percentage of the total contract price agreed as follows:
- (a) 25% if termination occurs prior to survey
 - (b) 30% if termination occurs prior to our manufacture of goods
 - (c) 80% if termination occurs between manufacture and installation of goods
 - (d) 90% if goods have been delivered and the installation service has commenced

13 Limit on our responsibility to you

- 13.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any losses that:
- (a) were not foreseeable to us when the contract was formed;
 - (b) were not caused by any breach on our part;
 - (c) were business losses; or
 - (d) were losses to non-consumers.

14 Disputes

- 14.1 We will try to resolve any disputes with you quickly and efficiently. Your consumer rights and any other contractual right may be exercised by you only if you have paid in full for the goods and services provided at the time you raise a matter of complaint and you raise your complaint within 30 days of delivery of goods or completion of the services supplied by us under this contract.
- 14.2 If you are unhappy with the completed service or the goods; our service to you generally; or any other matter, and If we are unable to resolve a dispute using our internal complaint handling procedure, we will let you know that we cannot settle the dispute with you; and give you certain information required by law about alternative dispute resolution (ADR). In all cases of complaint, we invite you to join us in mediation or ADR. We would seek to agree the identity of and use the agreed ADR service provider in any dispute you might see fit to raise with us. You should let us know as soon as possible if you prefer ADR to our own proposal for resolution of any dispute you raise.
- 14.3 If you want to take court proceedings, the courts of the region of the United Kingdom in which you live will have non-exclusive jurisdiction in relation to this contract.
- 14.4 The laws of England and Wales will apply to this contract.

15 Third party rights

- 15.1 No one other than a party to this contract has any right to enforce any term of this contract.
- 15.2 The customer who signs our form(s) of Quotation, or Proposal, Offer or Order is a party to the contract between us. These terms are referred to on our standard documents so that your attention is drawn to them and the terms become binding on you with full legal effect. They do not affect or alter your statutory rights.

APPENDIX 1
MODEL CANCELLATION FORM

Model cancellation form

To **MJB CONTRACTORS LIMITED** (*trading as Tyneside Home Improvements*),
Albion Street, Gateshead, Tyne & Wear, NE10 9SJ

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the purchase of the following goods and services [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

APPENDIX 2
REQUEST FORM FOR SERVICES TO BE PROVIDED DURING THE CANCELLATION PERIOD

If you would like to request for us to start providing the services during the 14-day cancellation period, please complete and sign the form below and hand it to our representative or send it by post to **Tyneside Home Improvements**, Albion Street, Gateshead, Tyne & Wear, NE10 9SJ or by email to admin@thi.uk.com

Request for services to be provided during the cancellation period

I/We [*] hereby request that **Tyneside Home Improvements**, starts supplying goods and services during the 14-day cancellation period from acceptance of my/our Order.

I/We [*] understand and acknowledge that I/we [*] will still have the right to cancel the contract during the 14-day cancellation period, but that if I/we [*] do so, I/we [*] will be required to pay for the services carried out by **Tyneside Home Improvements**, until I/we [*] told **Tyneside Home Improvements**, that I/we [*] wished to cancel the contract. This will be an amount which is in proportion to the services carried out by [insert trader's name] in comparison with the full coverage of the contract.

I/we [*] further understand and acknowledge that I/we [*] will lose the right to cancel the contract and will have to pay in full once the services have been fully performed (ie the work has been fully completed), even if this happens within the 14-day cancellation period.

Name of customer(s):

Address of customer(s):

Signature(s):

Date:

[*] Delete/insert details as appropriate.