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**Company No. 4553408 VAT No 408 483 641**

## **TERMS & CONDITIONS**

**(Version 20250917 in effect from 17/09/2025)**

### **Members of the Public & Private Landlords**

In these Terms & Conditions, unless the context otherwise requires:

- **"We", "Us", "Our"** means Power Point (Glos) Ltd.
- **"You", "Your"** means the person or landlord (not acting in the course of business or trade) instructing Us to undertake works.
- **"Landlord"** means a private individual letting one or more properties in a personal capacity and not as a business.
- **"Tenant"** means an occupier of a property owned or managed by a Landlord.
- **"Callout Fee"** means the fee payable for attendance at a property, as advertised on Our website or agreed in advance.
- **"Standard Appliance" / "Premium Appliance"** are categories used for pricing purposes, as further defined in clause 1.1.
- **"BER"** (Beyond Economical Repair) means that in Our reasonable opinion the cost of repair exceeds the value of the appliance or is not viable.
- **"Appointment"** means any arranged attendance at a property by Our engineers, whether for inspection, repair, installation or replacement.
- **"Work(s)"** means any repair, installation, inspection, delivery, collection, removal or other services performed by Us.

No credit facilities are offered or should be implied. By instructing Us to undertake any Work for You, You agree to be bound by these Terms (Your statutory rights are unaffected).

These Terms & Conditions, and any contract between You and Us, shall be governed by and construed in accordance with the laws of England and Wales. Both You and Us agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute, claim or matter arising out of or in connection with these Terms or the Works performed.

#### **APPOINTMENTS:**

**1.1 Callout cost & premium brands** The cost of the callout shall be as advertised on our website (as above). These prices include VAT. Any variation on the prices advertised shall be agreed with You in advance prior to our attendance. For pricing purposes, appliances are categorised as either

“Standard” or “Premium.” Premium appliances include, but are not limited to, Bosch, Neff, Miele, Siemens, AEG, Smeg, Rangemaster and Sub-Zero. If you are unsure whether your appliance is classed as Premium, please ask us at the time of booking.

**1.2 Engineer appointment times** Engineers appointments take place between the hours of 9am-5pm Monday to Friday (excluding Bank Holidays)

**1.3 Right to refuse instructions** We reserve the right to refuse to accept any instruction in our reasonable discretion for any reason, at any time, as we deem appropriate. We are not obliged to disclose the reason to you, nor are we obliged to provide any notice period of our withdrawal from an appointment.

**1.4 Adult presence requirement** Unless the property is vacant there must be an adult aged 18 or over present at the property during any visit.

**1.5 Use of customer keys** If You request that We use Your keys to gain access to Your property whilst it is vacant, You do so at Your own risk. We will take reasonable care of Your keys while they are in Our possession, but We cannot accept liability for any loss, theft or misuse of Your keys by any third party prior to or after Our visit. We will not duplicate or retain keys once the Appointment is completed.

**1.6 Landlord contact information** At the time of booking You must provide Us with Your full name, home address, a contact telephone number and an email address for the purposes of issuing invoices, receipts, and correspondence. If You are a Landlord instructing Us to attend a rental property, You must additionally confirm whether You or the Tenant will meet Our engineer at the property. Where You will not be present in person, the above details must still be supplied in full. We may refuse to attend if adequate details are not provided, and You remain responsible for all fees incurred.

**1.7 Liability for unavoidable damage** While every care will be taken during our attendance, We cannot be held liable for damage to fixtures, fittings, flooring, cabinetry, food or other items where such damage could not reasonably have been avoided in the course of carrying out the Work as instructed. This includes, for example, removal of appliances that have been sealed, glued, or fitted in a non-standard manner, or where pre-existing faults or weaknesses in plumbing, wiring or structural materials contribute to the damage.

**1.8 Abuse towards staff** We will not tolerate any physical, verbal or other abuse towards Our staff at any time, whether from You, a Tenant, or any other person present at the property. Any such abuse may lead to Us refusing to attend (as 1.9) or to abandon a repair/installation (as 4.3).

**1.9 Sharing details with third parties** We may share details of any Appointment with third parties or law enforcement where it is necessary for the performance of our contract with You, where We have a legitimate interest (such as debt recovery), or where We are legally obliged to do so (such as the investigation or prevention of fraud or other criminal offences). This may include limited information from communications (such as emails, WhatsApp messages or call recordings) between Us and those involved in fulfilling the booking (including You, Landlords, or Tenants). Only the minimum necessary information will be shared. Any sharing of personal data will be carried out in line with Our Privacy Policy, available at <https://powerpointglos.co.uk/about-us/privacy-policy/>.

**1.10 Special attendance conditions** We may, where reasonably necessary for health, safety, or operational reasons, impose restrictions or special measures on Our attendance at a property. You will be advised of any such conditions in writing or via a recorded call prior to Our attendance. If You

do not accept the conditions, You must notify Us before the date of attendance and the Appointment may be cancelled in line with clause 4.1. If You proceed with the Appointment without raising any objection, it will be deemed that You have accepted the conditions.

**1.11 Appliances excluded from service** There are certain types of appliances which We do not service under any circumstances. These include:

- Samsung or Liebherr fridges, freezers and fridge-freezers
- American/French-style fridge-freezers
- Wine coolers
- Gas appliances (except for electronic ignition) and dual-fuel appliances where the fault relates to the gas supply or flow
- Freestanding microwaves
- The microwave functions of built-in combination ovens
- Telescopic hoods and hoods located above kitchen islands

If You instruct Us to attend and do not inform Us that the appliance is one of the above, the standard Callout Fee will still be payable, but no repair work will be carried out.

## **REPAIRS/PARTS:**

**2.1 Engineer diagnosis & van-stock parts** During Our first attendance at an address Our engineer will diagnose the faulty appliance. If parts are required and are available from Our van stock, they will advise You of the cost and, if You agree, fit them during this visit. If You decline the part, the Callout Fee (as 1.1) will still be payable. All parts supplied will be new or manufacturer-approved unless otherwise stated at the time of fitting.

**2.2 Ordering parts not in stock** If We do not have the parts required to complete the repair during Our initial visit, these can be ordered (subject to stock and availability) at Your request. We may require advance payment for the cost of the parts before placing the order. Supplier lead times vary and We accept no liability for delays outside Our control.

**2.3 Multiple appliance discount** If We are asked to inspect/repair multiple appliances during the same visit, We may apply up to a 50% reduction in the Callout Fee (as 1.1) for each additional appliance. Reduced rates will be applied to the cheapest appliance(s).

**2.4 Drum change surcharge** Should an appliance require a drum replacement (a major repair requiring significant time and labour), a 50% surcharge will be added to the standard charges (as 1.1).

**2.5 Formal Inspection Reports** Formal inspection reports (e.g. for insurance purposes) are not included in the Callout Fee (as 1.1). If required, they will be provided for an additional fee of £20 (inclusive of VAT) in addition to any applicable attendance charges.

**2.6 Engineer photos & data protection** You authorise Our engineers to take photos of appliances and their immediate surroundings where reasonably necessary to facilitate repair, installation or replacement. These may include model information, damage, blockages or site conditions. Images will be handled in line with Our Privacy Policy (available at [www.powerpointglos.co.uk/about-us/privacy-policy/](http://www.powerpointglos.co.uk/about-us/privacy-policy/)) and deleted once no longer required, normally within 6 months unless required for legal or warranty purposes. We will never use these images for marketing without Your explicit consent.

**2.7 Before/after photos policy** Our engineers will not routinely take 'before and after' photos of repairs as many faults cannot be captured in a photo.

**2.8 Disposal of faulty parts** Power Point will dispose of or recycle all faulty parts and removed appliances on the same day as the visit, unless You specifically request before or during the visit that they be left at the property. By not making such a request, You agree that ownership of the faulty part(s) passes to Us at the time of removal, and You waive any later claim to their return. Disposal will be carried out in accordance with applicable environmental regulations.

**2.9 BER callout still charged** If an appliance is deemed Beyond Economical Repair or the repair is not viable, the standard Callout Fee (as 1.1) will still be payable.

**2.10 Continued use of faulty appliances** Where an appliance has been inspected by Us and found to be faulty, and replacement parts or further work are required, You acknowledge that the appliance is not functioning as designed. Any continued use of the appliance until repair is completed is entirely at Your own risk. We shall not be liable for any further damage to the appliance, any damage it may cause to fixtures, fittings or property, or any injury arising from its continued use prior to repair.

**2.11 Items left in appliances for disposal** Where We are instructed to remove and dispose of an appliance, it is Your responsibility to ensure the appliance has been fully emptied of all contents before Our attendance. Any items left inside the appliance will be deemed to have been abandoned. No refund will be given, and We accept no liability for the loss, damage or disposal of any such items.

#### **QUOTES & REPLACEMENT APPLIANCES:**

**3.1 Replacement quotes after BER** In the event an appliance is deemed 'Beyond Economical Repair' (BER) by Our engineers, We may, at Our discretion, provide a written quote to replace the appliance once the original Callout Fee and any other repair charges have been paid in full. Quotes will normally be provided within a reasonable time following the appointment.

**3.2 Discount on replacement appliance** If You proceed with the purchase of a replacement appliance from Us following a BER assessment, 50% of the Callout Fee for the appliance being replaced will be applied against the cost of the new appliance. All prices quoted by Us will already include this adjustment. If the original Callout Fee has not yet been paid, the quoted price will include an amount equal to 50% of that Callout Fee in lieu of the deduction.

**3.3 Quote validity period** Quotes are valid for 14 days, subject to stock and availability and may be updated if supplier costs change.

**3.4 Non-standard installation risks** Additional fees may apply if the existing appliance has been installed using non-standard methods (e.g. sealed hobs, glued doors, concealed kick-boards, or the need to remove additional appliances). These may cause unavoidable damage to fixtures or fittings during removal. Every effort will be made to avoid damage, but We will not be liable for damage that could not reasonably have been avoided. If, in the engineer's reasonable opinion, remedial work is required before installation can proceed, We may refuse to continue until either the issue has been resolved or You authorise Us to continue at Your own risk.

**3.5 Quotes based on info supplied** We will not attend an address solely to prepare a quote free of charge. We will attempt to provide a quote based on information supplied by You, but it is Your responsibility to ensure such information is accurate. If inaccurate or missing information leads to

the wrong appliance being ordered, a restocking fee of 10% of the invoice total (to cover supplier and handling costs) will apply. Where, in Our reasonable opinion, insufficient information is available, a standard Callout Fee (as 1.1) will be charged to attend and prepare a quote.

**3.6 Price breakdown for installations** Quoted prices for new appliances comprise:

a) the cost of the appliance, and b) a combined cost for delivery, labour, installation, disposal of the old appliance and recycling of packaging. The charges for b) are £85 for a freestanding appliance and £120 for a built-in appliance, exclusive of VAT. VAT will be added at the prevailing rate and shown clearly on Your quote or invoice. Disposal will be carried out in accordance with environmental regulations (WEEE). If You request that We do not dispose of the old appliance, no discount will be given.

**3.7 Food removal responsibility** Where a fridge, freezer, or fridge-freezer is being installed, You or Your tenants must empty all food from the appliance prior to Our attendance. If this is not done, We may refuse to proceed, which will be deemed as not having clear access (see 4.3). If Our engineers agree to move food, a £25 fee (inclusive of VAT) will be applied to cover additional labour and hygiene measures. We accept no liability for food spoilage during transfer, nor will We delay installation to allow food to be consumed, donated, or re-frozen.

#### **APPOINTMENT CANCELLATIONS, FAILURES & ABANDONMENT:**

**4.1 Cancellation policy** Under the Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013, there is no right to cancel where You request urgent repairs or maintenance. For all other Appointments, You may cancel at no cost provided You notify Us by telephone, email, WhatsApp or voicemail (if Our office is closed) by 5.00pm on the day before the scheduled Appointment. Failure to do so will result in a charge of 50% of the Callout Fee (as 1.1), which must be paid in cleared funds before We will rebook. We will not accept further bookings where previous charges remain unpaid.

**4.2 Access failure / missed visit** If You cancel after 5pm on the day before the Appointment or fail to provide access as agreed, We will charge 50% of the Callout Fee (as 1.1). This represents a genuine pre-estimate of the loss of business and engineer time where the slot cannot reasonably be reallocated at short notice. Repeated failures may result in refusal of further service.

**4.3 Unsafe conditions or abuse** If, after gaining entry, Our engineers are faced with:

- hazardous or unsafe working conditions;
- an undisclosed contagious illness at the property;
- no clear access to the appliance; or
- any form of abuse from persons present at the property,

they may, at their discretion, refuse to complete the Work and leave immediately, regardless of whether the job is finished or the appliance is left in a lesser working state. In such circumstances:

- the full Callout Fee (as 1.1) or installation fee (as 3.6) will still be charged; and
- if re-attendance is requested, an additional 50% of the Callout Fee will apply for a repair, or 100% of the installation fee will apply for an additional installation attempt.

We accept no liability for the appliance being left non-functional where refusal to continue was reasonably necessary for health, safety or abuse reasons.

**4.4 No compensation for postponement** No compensation shall be due for any Appointment cancelled, moved or postponed by Us. We will use reasonable endeavours to provide notice and reschedule promptly. We shall not be liable for any loss, damage or injury arising from Our non-attendance, including (without limitation) any worsening of the condition of the appliance, any

damage the appliance may cause to fixtures, fittings or property, or any injury sustained from continued use of the appliance or from it not being repaired. For the avoidance of doubt, Our non-attendance shall not of itself constitute negligence in relation to the appliance or its condition.

#### **PAYMENTS (including INVOICES):**

**5.1 Payment on repair completion** Payment for repairs is due on-site when the repair is complete (except as provided in 5.3). Payment must be made in cash or by Visa or Mastercard debit/credit card. We do not accept cheques or American Express. If payment is not made, We reserve the right to withhold completion of the repair or remove any fitted parts until cleared funds are received. A receipt will be issued for all payments.

**5.2 Payment when ordering new appliances** Payment for new appliances is due at the time the appliance is ordered, unless We agree (at Our reasonable discretion) that it may be collected by Our engineer on-site when the installation is complete (subject to 5.3). For special orders or appliances obtained specifically for You, We may require full advance payment before placing the order.

**5.3 Landlord invoicing & conditions** Where a Landlord instructs Us to attend their rental property and will not be present, clauses 5.1 and 5.2 do not apply. At Our discretion, We may issue an invoice for the completed repair, payable within 7 days, otherwise the Callout Fee must be paid in advance and any parts paid for before fitting. For installations, full cleared payment is required before the Appointment. Payment may be made by Visa/Mastercard debit or credit card or by BACS transfer (details are shown on the invoice). We do not accept cheques or American Express. Invoices will normally be sent by email as a PDF; WhatsApp may be used only if expressly agreed. Failure to pay on time may incur charges under 5.7.

**5.4 Withdrawal of grace periods** Where an invoice has been issued with a future due date, We reserve the right to withdraw this grace period and require immediate payment if payment is missed, persistently late, or where We reasonably believe there is a risk of non-payment.

**5.5 Tenant liability clarification** If instructed by a Landlord to attend a property, Our contract is solely with the Landlord. Responsibility for settling invoices lies with the Landlord, regardless of whether a Tenant is believed to have caused the fault. We will not delay payment, nor will We attempt to obtain payment from a Tenant on Your behalf. We will not enter into correspondence with Tenants about liability for charges.

**5.6 Refund policy & timing** Refunds will be issued in line with Your statutory rights to the original payment method. Where a refund is due under the Consumer Contracts Regulations 2013 (e.g. cancellation of a qualifying distance contract), it will be made within 14 days of Us being informed of Your decision to cancel. Where a refund is due under the Consumer Rights Act 2015 (e.g. for faulty goods or services), it will be made within 14 days of Us agreeing that a refund is due. In all other cases, We aim to process refunds promptly and within a maximum of 14 days.

**5.7 Late payment** Where an invoice remains unpaid after the due date:

- **Interest:** We may charge interest on the overdue amount at a rate of 4% above the Bank of England base rate, calculated daily.
- **Administration fees:** A fixed administration fee of £25 (inclusive of VAT) may be applied once the invoice is overdue, to cover the initial costs of monitoring and chasing the debt. If the invoice remains outstanding, further administration fees of £10 (inclusive of VAT) may be applied for each additional calendar month (or part thereof) during which the invoice remains unpaid, to reflect the continuing costs of pursuing the debt.

- **Recovery costs:** If We are required to take steps to recover the debt, You will be liable for any reasonable third-party costs We incur in doing so, including but not limited to debt collection agency fees, legal fees, and court fees, in addition to the sums due under the invoice.

Nothing in this clause affects Your statutory rights.

#### **WARRANTY AND RECALLS:**

**6.1 New appliance warranty** New appliances supplied by Us carry the manufacturer's warranty (minimum 12 months). In the event of a fault during the warranty period, You must contact the manufacturer directly to arrange an authorised service visit. This avoids unnecessary delays and ensures the manufacturer cannot refuse coverage on the basis of unauthorised work. We will provide reasonable assistance to You in contacting the manufacturer. This does not affect Your statutory rights against Us under the Consumer Rights Act 2015.

**6.2 Parts warranty** Parts supplied and installed by Us carry the warranty provided by the manufacturer or supplier, up to a maximum of 12 months. Warranty covers manufacturing defects only and does not cover accidental damage, misuse or external causes (e.g. power surges, cleaning chemicals). Replacement parts will be provided in line with Your statutory rights. Unless expressly stated otherwise, labour charges for refitting or replacement under warranty are excluded.

**6.3 Workmanship warranty** Our workmanship carries a 3-month warranty from the date of completion. This warranty is in addition to, and does not affect, Your statutory rights under the Consumer Rights Act 2015.

**6.4 Free return within 3 months** If, within 3 months of Our visit, You request Us to return to inspect the same fault, We will do so without additional labour or callout charge. If additional parts are required which were not identified during the initial visit, these will be chargeable. If the engineer determines the issue is different from the original fault, or caused by misuse (e.g. blockages, external factors), a standard Callout Fee (as 1.1) will apply.

**6.5 Customer duty to register warranty** It is Your responsibility to register Your appliance with the manufacturer to activate any manufacturer warranty or guarantee offered. We accept no liability for any refusal by the manufacturer to honour their warranty or guarantee if You fail to register within the specified timeframe. This requirement does not affect Your statutory rights against Us.

#### **FORCE MAJEURE:**

**7.1 Force majeure** We shall not be liable for any delay or failure to perform our obligations where such delay or failure results from events or circumstances outside our reasonable control, including but not limited to strikes, extreme weather, accidents, breakdown of vehicles or tools, or shortage of materials.

#### **COMPLAINTS:**

**8.1 Complaints procedure** Complaints may be made in writing (email or letter) or by telephone. Written complaints should be addressed to Louise Fivash at our main office address. We will acknowledge complaints within 14 days where possible, and within 30 days if further investigation is required. If you remain dissatisfied after our final response, you may seek advice from Citizens Advice or consider using an Alternative Dispute Resolution (ADR) scheme.

#### **LIMITATION OF LIABILITY:**

9.1 Nothing in these Terms shall limit or exclude Our liability for death or personal injury caused by Our negligence, or for fraud or fraudulent misrepresentation.

9.2 Subject to clause 9.1, We shall not be liable to You for:

- any indirect or consequential loss or damage;
- any loss of profit, business, revenue or anticipated savings;
- any loss of use of the appliance;
- any damage caused by continued use of a faulty appliance prior to repair or replacement;
- any loss arising from items left in an appliance that has been removed or disposed of by Us.

9.3 Subject to clause 9.1, Our total liability to You under or in connection with any contract shall not exceed the total amount paid by You to Us for the specific Work giving rise to the claim.

9.4 Nothing in these Terms shall affect Your statutory rights as a consumer under the Consumer Rights Act 2015.