



OUR TERMS

1. THESE TERMS

- 1.1 What these terms cover.** These are the terms and conditions on which we supply our services to you.
- 1.2 Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide our services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 Who we are.** We are Premier Home Improvements Sutton Coldfield Ltd a company registered in England and Wales. Our company registration number is 11970325 and our registered office is at 5 College Road, Sutton Coldfield, England, B73 5DJ. Our registered VAT number is 324 2905 21.
- 2.2 How to contact us.** You can contact us by telephoning our customer service team at (0121) 294 9543 or by writing to us at info@premier-home.co.uk or by post to Managing Director, Premier Home Improvements Sutton Coldfield Ltd, 5 College Road, Sutton Coldfield, England, B73 5DJ.
- 2.3 How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1 How we will accept your order.** Our acceptance of your order will take place when we contact you to accept it, at which point a contract will come into existence between you and us. A contract will also come into existence if we provide a formal quotation for requested services and you contact us to accept it. We may request that you provide such acceptance in writing.
- 3.2 If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for our services. This might be because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have expressly specified.
- 3.3 Your order number.** We will assign a reference number to your order and tell you what it is when we accept your order, or you accept our quotation. It will help us if you can tell us the reference number whenever you contact us about your order.
- 3.4 We only sell to the UK.** Our marketing material is solely for the promotion of our services in the UK. Unfortunately, we do not accept orders from or provide services to addresses outside the UK.

4. OUR SERVICES

- 4.1** These terms and conditions specifically refer to any provision of services being provided by Premier Home Improvements Sutton Coldfield Ltd. These terms and conditions take effect only to those particular services provided and whilst potentially referring to services not initially provided, would subsequently take effect where those services were to be requested at a later date. The services we provide are:

- New builds
- Extensions



- Kitchens
- Bathrooms
- Knock throughs
- Steel works

5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the services you have ordered, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the service or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see *Clause 8*, Your rights to end the contract).

6. OUR RIGHTS TO MAKE CHANGES

6.1 Minor changes to the services. We may change the services:

- (a) to reflect changes in relevant laws and regulatory requirements: and
- (b) to implement minor technical adjustments and improvements, for example to address a regulatory requirement. These changes will not affect your use of the service.

6.2 More significant changes to the services and these terms. In addition, we may make more significant changes to these terms or the services we offer, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any services paid for but not received.

7. PROVIDING THE SERVICES

7.1 Service costs. The costs of our services will be as notified to you before you place your order. Details of our costs will be set out within our quotation. Payment is of the essence and any failure to make an agreed payment on time will be deemed a breach of these terms.

7.2 When we will provide the services. During the order process we will let you know when we will provide the services to you. We will also tell you during the order process when and how you can end the contract.

- (a) **If the products are one-off services.** We will begin the services on the week commencing agreed with you during the order process. The estimated completion date for the services is as told to you during the order process. For the benefit of any doubt, time is not of the essence in the delivery of the services.
- (b) **If the products are ongoing services or a subscription to receive ongoing services such as maintenance services.** We will supply the services to you until either the services are completed or the subscription expires (if applicable) or you end the contract as described in *Clause 8* or we end the contract by written notice to you as described in *Clause 10*.

7.3 We are not responsible for delays outside our control. If our supply of the services is delayed by an event outside our control (such as adverse weather conditions), then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. As stated at clause 7.2(a) above, time is not of the essence in the delivery of the services and we will not be liable for any delays whatsoever. However, if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.

7.4 If you do not allow us access to provide services. If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and *Clause 10.2* will apply.

7.5 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the services to you. If so, this will have been notified to you when you placed your order. We



will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and *Clause 10.2* will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the services late or not supplying any part of them if this is caused by you not giving us the information, we need within a reasonable time of us asking for it.

7.6 Reasons we may suspend the supply of services to you. We may have to suspend the supply of a service to:

- a) deal with technical problems or make minor technical changes.
- b) update the services to reflect changes in relevant laws and regulatory requirements.
- c) make changes to the services as requested by you or notified by us to you (see *Clause 6*).

7.7 Your rights if we suspend the supply of services. We will contact you in advance to tell you we will be suspending supply of services, unless the problem is urgent or an emergency. If we have to suspend our services, we will adjust the price so that you do not pay for the services while they are suspended. You may contact us to end the contract for a service if we suspend it, or tell you we are going to suspend it, in each case for a period of more than two months, we will refund any sums you have paid in advance for the product in respect of the period after you end the contract. For the benefit of any doubt, any bespoke items made specifically for your order will be non-refundable and you will remain liable for the full cost of said bespoke item(s).

7.8 We may also suspend supply of the services if you do not pay. If you do not pay us for the products when you are supposed to (see *Clause 12.4*) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the services until you have paid us the outstanding amounts. Payment is of the essence in the supply of our services. We will contact you to tell you we are suspending supply of the services. We will not suspend the services where you dispute the unpaid invoice (see *Clause 12.7*). We will not charge you for the services during the period for which they are suspended. As well as suspending the services we can also charge you interest on your overdue payments (see *Clause 12.5*).

8. YOUR RIGHTS TO END THE CONTRACT

8.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- a) **If what you have bought is misdescribed you may have a legal right to end the contract** (or to get a service re-performed or to get some or all of your money back), see *Clause 11*;
- b) **If you want to end the contract because of something we have done or have told you we are going to do, see *Clause 8.2*;**
- c) **If you have just changed your mind about the service, see *Clause 8.3*.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;
- d) **In all other cases (if we are not at fault and there is no right to change your mind), see *Clause 8.6*.**

8.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any services which have not been provided and you may also be entitled to compensation. The reasons are:

- a) we have told you about an upcoming change to the product or these terms which you do not agree to (see *Clause 6.2*);
- b) we have told you about an error in the price or description of the service you have ordered, and you do not wish to proceed;
- c) there is a risk that supply of the service may be significantly delayed because of events outside our control;
- d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than three months; or
- e) you have a legal right to end the contract because of something we have done wrong.

8.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most services bought off-



premises you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

8.4 When you don't have the right to change your mind. You do not have a right to change your mind in respect of services, once these have been completed, even if the cancellation period is still running. In addition, any bespoke items made specifically for your order will be non-refundable and you will remain liable for the full cost of said bespoke item(s).

8.5 How long do I have to change my mind? How long you have depends entirely on what you have ordered and how it is being delivered.

a) **Have you bought services** If so, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

b) **Have you bought goods through us** (for example, UVPC windows and doors, if so, you have 14 days after the day you (or someone you nominate) receives the goods, unless:

I. Your goods are bespoke items made specifically for your order. These goods will be non-refundable and you will remain liable for the full cost of said bespoke item(s).

II. Your goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.

III. Your goods are for regular delivery over a set period (for example deliveries in stages). In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the goods

8.6 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind (see *Clause 8.1*), you can still end the contract before it is completed. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end the contract before it is completed where we are not at fault and you have no right to change your mind, just contact us to let us know. The contract will not end until one calendar month after the day on which you contact us. We will refund any advance payment you have made for products which will not be provided to you. For example, if you tell us you want to end the contract on 4 February, we will continue to supply the product until 3 March. We will only charge you for supplying the product up to 3 March and will refund any sums you have paid in advance for the supply of the product after 3 March. For the benefit of any doubt, any bespoke items made specifically for your order will be non-refundable and you will remain liable for the full cost of said bespoke item(s).

9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

9.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

a) **Phone or email.** Call customer services on (0121) 294 9543 or email us at info@premier-home.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.

b) **By post.** Simply write to us at 5 College Road, Sutton Coldfield, England, B73 5DJ, including details of what you bought, when you ordered or received it and your name and address.

9.2 When we will pay the costs of return. We will pay the costs of return:

a) if the products provided by us are faulty or misdescribed;

b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or



c) if you are exercising your right to change your mind and are able to do so (see clauses 8.3 and 8.4)

In all other circumstances you must pay the costs of return.

9.3 How we will refund you. We will refund you the price you paid for the products (including delivery costs if applicable), by the method you used for payment. However, we may make deductions from the price, as described below.

9.4 Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind:

- a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling or storing them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
- b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
- c) Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.
- d) For the benefit of any doubt, any bespoke items made specifically for your order will be non-refundable and you will remain liable for the full cost of said bespoke item(s).

9.5 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind, then:

- a) If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us.
- b) In all other cases, your refund will be made within 14 days of you telling us that you have changed your mind.

10. OUR RIGHTS TO END THE CONTRACT

10.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

- a) you do not make any payment to us when it is due, and you still do not make payment within 7 days of us reminding you that payment is due; or
- b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services, for example, designs or design information, measurements, planning permissions or other legal requirements that will allow us to commence delivery of the services;
- c) you do not, within a reasonable time, allow us to deliver the services to you for example failing to agree a start date; or
- d) you do not, within a reasonable time, allow us access to your premises to supply the services or move furniture or personal items so we can commence delivery of the services.

10.2 You must compensate us if you break the contract. If we end the contract in the situations set out in *Clause 10.1* we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract. For the benefit of any doubt, any bespoke items made specifically for your order will be non-refundable and you will remain liable for the full cost of said bespoke item(s).

10.3 We may withdraw the product. We may write to you to let you know that we are going to stop providing the product. We will let you know at least 24 hours in advance of our stopping the supply of the product and will



refund any sums you have paid in advance for products which will not be provided.

11. IF THERE IS A PROBLEM WITH THE SERVICES

11.1 How to tell us about problems. If you have any questions or complaints about the service, please contact us. You can telephone our customer service team at (0121) 294 9543 or write to us at info@premier-home.co.uk or 5 College Road, Sutton Coldfield, England, B73 5DJ.

11.2 Summary of your legal rights. We are under a legal duty to supply services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is **services**, for example private contract work, the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill or get some money back if we can't fix it.
- b) If you haven't agreed a price upfront, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time upfront, it must be carried out within a reasonable time.

12. PRICE AND PAYMENT

12.1 Where to find the price for the service. The price of the service (which includes VAT) will be the price indicated on our quotation. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see *Clause 12.3* for what happens if we discover an error in the price of the product you order.

12.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the dates we supply the services we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

12.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

12.4 When you must pay and how you must pay. We accept payment by bank transfer. When you must pay depends on what product you are buying. For **services**, we will invoice you in accordance with our quotation and any agreed deposit and payment schedule. If the quotation does not provide express payment terms, then we will require a deposit of 40% of the total cost upfront and will invoice you monthly in advance for the services until the services are completed. You must pay each invoice within 14 calendar days after the date of the invoice.

12.5 We can charge interest if you pay late. If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank from



time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

- 12.6 We can recover our legal costs from you.** If you fail to make a payment by a due date, you irrevocably agree to become liable for any legal costs incurred by us attempting to recover the outstanding payment from you as a debt.
- 12.7 What to do if you think an invoice is wrong.** If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 13.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 13.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at *Clause 11.2*.
- 13.3 When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services. For the benefit of any doubt, and in furtherance of clause 10.1(b) and 10.1(d) we will not accept any liability for inaccuracy in designs provided by you or damage to furniture or personal items where we have requested you clear the area prior to delivery of the services.
- 13.4 We are not liable for business losses.** We only supply the services for domestic and private use. If you use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, loss of business opportunity or other consequential business loss.

14. HOW WE MAY USE YOUR PERSONAL INFORMATION

How we will use your personal information. We will only use your personal information as set out in our Privacy Policy. A copy of our privacy policy is available upon request. We are registered with the Information Commissioners Office under ICO number: ZA682815

15. OTHER IMPORTANT TERMS

- 15.1 We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 7 days of us telling you about it and we will refund you any payments you have made in advance for products not provided.
- 15.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, you may transfer our guarantee to a person who has acquired the product or, where the product is services, any item or property in respect of which we have provided the services. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property, for example by providing ownership documents in their name.
- 15.3 Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in



Clause 15.2 in respect of our guarantee.

15.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the products, we can still require you to make the payment at a later date.

15.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and the parties irrevocably agree that Birmingham County Court shall have exclusive jurisdiction to deal with any proceedings following a dispute over or breach of these terms.

16. Acceptance

I confirm that I/we _____ have read and understood the terms of this agreement and wish for the Premier Home Improvements Sutton Coldfield Ltd to undertake the work detailed in their quotation and for the price also stated in it. I understand that all work undertaken by Premier Home Improvements Sutton Coldfield Sutton Coldfield Ltd will be in accordance with these terms.

Signed by the customer(s) _____

Print Name(s) _____

Date _____

Signed on behalf of Premier Home Improvements _____

Print Name _____

Date _____



THE SCHEDULE
MODEL CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To: Premier Home Improvements Sutton Coldfield Ltd,
5 College Road,
Sutton Coldfield,
England,
B73 5DJ

info@premier-home.co.uk

I/We [*] hereby give notice that I/We [*]
cancel my/our [*] contract of sale of the following goods [*]
/for the supply of the following service [*]

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