



Terms & Conditions

Obre is a company registered in England and Wales under company number 10615360 , with its trading address: 71-75 Shelton Street, Covent Garden, London WC2H 9JQ

1. UNDERSTANDING THESE TERMS AND CONDITIONS

1.1 These terms and conditions (" Terms and Conditions ") set out the terms on which we agree to provide all property maintenance, construction projects and ancillary services to you (" Services "). The Services may be either: (i) emergency services, where you require us to perform the Services urgently, for example in the case of a water leak that is causing damage to your property and which you request that we repair immediately (" Emergency Services "); or (ii) scheduled services, where you require us to perform non-urgent Services, for example if you need us to install garden fence that (" Scheduled Services ").

1.2 When certain words and phrases are used in these Terms and Conditions, they have specific meanings (these are known as " defined terms "). You can identify these defined terms because they start with capital letters (even if they are not at the start of a sentence). Where a defined term is used, it has the meaning given to it in the section of these Terms and Conditions where it was defined (you can find these meanings by looking at the sentence where the defined term is included in brackets and speech marks).

1.3 In these Terms and Conditions, when we refer to " we ", " us " or " our ", we mean **Obre Ltd** ; and when we refer to " you " or " your " we mean:

1.3.1 if you are a consumer, the individual using the Services for a purpose that is wholly or mainly outside of their trade, business, craft or profession; and

1.3.2 if you are not a consumer: (i) the business that you have the authority to bind; or (ii) the individual using the Services for purposes that are not wholly or mainly outside of their trade, business, craft or profession (in each case a " Business ").

2. The Order Process

2.1 You can make an order for Services either by email or by phone. The ordering process is as follows:

2.1.1 you shall either:

(a) call us and follow the instructions of the telephone operator; or

(b) email us with your enquiry, in each case using the contact details set out in clause 12, in order to arrange a time for us to attend the premises at which you wish us to perform the Services (" Premises ") to perform an inspection of the Premises and assess the Services required (" Inspection ");

2.1.2 once the date and time of the Inspection is confirmed, we will then email you to confirm the details of the Inspection;

2.1.3 following the completion of the Inspection, we will either: (i) if you have requested Emergency Services, provide you with a written quotation for the Services required (together with these Terms and Conditions) immediately; or (ii) if you have requested Scheduled Services, provide you with a written quotation by email (together with these Terms and Conditions) within a reasonable period following the Inspection (in each case a "Quotation"). Quotations are subject to withdrawal at any time before a Contract (as defined in clause 2.2 below) is concluded and shall be deemed to be withdrawn unless a Contract is concluded within 30 (thirty) days from their date; and

2.1.4 the Contract will become binding on you and us once you accept the Quotation (By confirming your acceptance via email or phone).

2.2 These Terms and Conditions will be incorporated, together with the Quotation, into the contract between you and us in relation to the Services ("Contract").

3. Cancelling your Order

3.1 This clause 3 only applies to you if you are a consumer.

3.2 You have a legal right to change your mind and cancel the Contract between you and us within 7 days of completing your order without giving a reason. This right, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, is explained in more detail below. Please note that the right to change your mind does not apply to any Emergency Services you purchase from us (i.e. Services that you have requested that we provide to you urgently).

3.3 The cancellation period will expire 7 days from the day on which the Contract is concluded (as described in clause 2.2 above).

3.4 If you would like us to commence the provision of any Services during this cancellation period you must expressly request that we do so.

3.5 To exercise the right to cancel, you must inform us of your decision to cancel the Contract with us by making a clear statement (e.g. a letter sent by post or email or a telephone call).

The easiest way to do this is to contact our customer services team, whose contact details can be found in clause 12. You may use the following model cancellation form but you are not required to do so:

Model Cancellation Form

To:

E-mail address:

I/We(*) hereby give notice that I/We(*) cancel from my/our (*) contract of sale of the following goods(*)/for the provision of the following service*,

Ordered on(*) / received on(*)

Name of consumer(s),

Address of consumer(s),

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

Date

(*) Please delete if not applicable

3.6 To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of your right to cancel before the cancellation period has expired.

3.7 We will send you an acknowledgement of receipt of your notice to cancel by email.

3.8 If you cancel the Contract with us, you will remain responsible for paying us for any portion of the Services performed prior to you notifying us of your intention to cancel, including the costs of any parts that we have ordered on your behalf.

If we have fully performed the Services before you cancel the Contract with us, you will remain responsible for paying the full cost of the Services.

3.9 If you are due any reimbursement for Services which have not been performed and you have paid for in advance, we will make this 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.

4. Charges and payment

4.1 The price for the Services will be as set out in the Quotation, which will include any applicable VAT or other similar sales, turnover or consumption taxes (the "Charges").

4.2 It might be the case that, following the commencement of the Services, we discover that either: (i) additional work beyond that set out in the Quotation is required; and/or (ii) further parts are

required in order to complete the relevant Services. In these circumstances, we will obtain your consent before incurring such additional charges and, if you do not give your consent, we shall be entitled to terminate the Services immediately and you will only be required to pay the Charges in respect of the Services delivered up to the date of termination.

4.3 Unless we have agreed otherwise, we shall invoice you for the Charges following completion of the Services. You must pay the Charges in full on presentation of our invoice or (for Business customers only, where we have agreed as such prior to the commencement of the Services) within 30 calendar days of receipt by you of such invoice. Payment must be made in accordance with the payment instructions included with such invoice.

4.4 You shall pay all amounts due under the Contract in full without any deduction or withholding except as required or permitted by law.

4.5 If you are a Business, we may, without limiting our other rights or remedies, set off any amount owing to us by you against any amount payable by us to you.

4.6 Returned cheques will be subject to a £25 processing and administration charge.

5. Your obligations

5.1 You must:

5.1.1 give us safe and unobstructed access to the Premises for the purposes of carrying out the Services and any other of our obligations under the Contract;

5.1.2 provide our personnel with adequate safe working space and facilities and clear access to all drains, sewers, inspection covers and manholes to enable us to carry out the Services;

5.1.3 provide, if reasonably possible, the plan showing the layouts of the Premises;

5.1.4 provide all necessary power and a clean water supply from the mains or fire hydrant to enable us to carry out the Services;

5.1.5 at your own expense obtain all necessary consents for the Services, including (without limitation) building regulation and planning consents, consents from landlords, neighbours and mortgagees, including consents (where necessary for the completion of the Services) for our representatives to cross third party land; and

5.1.6 prior to the commencement of the Services inform us of all dangerous gases, liquids and any other materials of any nature whatsoever which are present on the Premises and which could constitute a danger to our representatives in carrying out the Services or otherwise in order that we may carry out a risk assessment in respect of the same.

5.2 In addition, if you are a Business you must:

5.2.1 provide such additional labour (for example, security personnel or staff to assist with clearing the site so that the Services can be performed) as

we may reasonably require to carry out the Services. Such additional labour shall be suitably qualified and experienced to carry out the Services as required by us. You must also provide at our request and at your cost such scaffolding, ladders or other equipment as may be necessary to reach access points; and

5.2.2 make all necessary arrangements with the proper authorities for traffic controls and signals required in connection with the carrying out of the Services.

5.3 If you do not allow us access to the Premises to perform the Services as arranged, we may charge you with any additional costs reasonably incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to the Premises we may terminate the Contract in accordance with clause 7.1.1 and clause 7.2 will apply.

5.4 If we are to provide any products to you as part of the Services, you will become responsible for those products at the time we deliver them to the Premises or other delivery point we have agreed

(whether or not installed), except as regards loss or damage caused by our breach of these Terms and Conditions or our negligence. You will only own the product when we have received payment for it in full.

5.5 Unless otherwise agreed in writing by with us, you will be responsible for the removal from the Premises of all deposits extracted by us as a result of the Services.

6. Our obligations

6.1 We shall provide the Services with reasonable care and skill.

6.2 We shall begin the provision of the Services on or around the date set out in the Quotation. The estimated completion date for the Services is set out in the Quotation. However, whilst we shall take reasonable care and skill when specifying the dates for the commencement and completion of the Services, these dates are estimates only.

6.3 Emergency Services may be carried out on a 24/7 basis. We shall carry out Scheduled Services during normal working hours 09:00 to 17:00 provided that, where agreed between you and us and/or in the case of Emergency Services, we may agree to perform the Services outside of working hours.

6.4 We cannot warranty jobs we have carried out under a temporally repair bases as we expect the Customer to consider approving the estimate provided in order for us to return to site and complete work fully.

7. Termination

7.1 We may terminate the Contract:

7.1.1 with immediate effect if you breach the Contract and that breach has a material effect on our ability to perform the Services and, where it is possible to remedy the breach, you do not remedy the breach within such reasonable period of time as we may notify to you; or

7.1.2 in accordance with clause 4.2 above or clause 9.4 below.

7.2 If we terminate the Contract in the situations set out in clause 7.1 we will refund any proportion of the Charges you have paid in advance for Services we have not performed. However, if we terminate the Contract in the situations set out in clause 7.1.1 we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the Contract.

7.3. On expiry or termination of the Contract for any reason you shall immediately pay to us all outstanding and unpaid Charges.

8. Your personal information

We only use your personal information in accordance with our Privacy Notice which can be found at www.obree.co.uk/ Please take the time to read our Privacy Notice as it includes important information and terms which apply to you.

9. Liability

9.1 Nothing in these Terms and Conditions excludes or limits either our or your liability for:

9.1.1 death or personal injury caused by our/your (as applicable) negligence;

9.1.2 fraud or fraudulent misrepresentation; and

9.1.3 any matter in respect of which it would be unlawful for us/you (as applicable) to exclude or restrict liability.

9.2 If you are a consumer:

9.2.1 and we fail to comply with these Terms and Conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms and Conditions or our negligence but, subject to clause 9.1, we are not responsible for any loss or damage that is not

foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time that the Contract became binding on you and us; and

9.2.2 nothing in these Terms and Conditions affects your statutory rights. Advice about your statutory rights is available from your local Citizens' Advice Bureau or Trading Standards Office.

9.3 If you are a Business (subject to clause 9.1):

9.3.1 these Terms and Conditions are in place of all warranties, representations, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of

dealing or otherwise (including implied undertakings of satisfactory quality, conformity with description and reasonable fitness for purpose) relating to the Contract and/or the Services, all of which are hereby excluded by us to the maximum extent permitted by law;

9.3.2 we will under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or

otherwise, arising under or in connection with these Terms and Conditions or the Contract for: (i) any loss of profits, sales, business, or revenue; (ii) loss or corruption of data, information or software; (iii) loss of business opportunity; (iv) loss of anticipated savings; (v) loss of goodwill; or (vi) any indirect or consequential loss;

9.3.3 our total liability to you in respect of all other losses arising under or in connection with these Terms and Conditions or any Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the lower of £500 and the total Charges payable; and

9.3.4 you shall indemnify us and keep us indemnified for any and all losses, expenses and liabilities resulting from all claims, demands, liabilities, damages, costs and expenses incurred by us or by any of our contractors, agents, employees or affiliates which arise out of: (i) your breach of these Terms and Conditions; and/or (ii) any third party claims made against us arising out of the provision of the Services to you and/or our presence at the Premises other than due to our breach of these Terms and Conditions or our negligence.

9.4 If our performance of the Services is delayed or otherwise hindered by an event outside our control then we will contact you as soon as possible to let you know and we will take reasonable steps to minimise the effect of the delay or hindrance. Provided we do this we will not be liable for delays or non-performance caused by the event. However, if there is a risk of substantial delay or hindrance to the Services, either of us may contact the other to end the Contract. In this case, you will only be required to pay the Charges in respect of the Services delivered up to the date of termination.

10. Other important information

10.1 Each of the clauses of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.

10.2 If we fail to insist that you perform any of your obligations under these Terms and Conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

10.3 If you wish to have more information on online dispute resolution, please follow this link to the website of the European Commission: <http://ec.europa.eu/consumers/>

This link is provided as required by Regulation (EU) No 524/2013 of the European Parliament and of the Council, for information purposes only. We are not obliged to participate in online dispute resolution.

10.4 If you are a consumer:

10.4.1 we may transfer our rights and obligations under any Contract to another organisation. If we wish to make such a transfer, we will either: (a) tell

you of this in writing and ensure that the transfer will not affect your rights under the Contract; or (b) contact you to let you know of the replacement organisation. If you are unhappy with the transfer you may contact us to end the Contract within three working days of us telling

you about it and we will refund you any payments you have made in advance for Services that have not been performed; and 10.4.2 each Contract is between you and us. No other person shall have any rights to enforce any of its terms.

10.5 If you are a Business:

10.5.1 the Contract contains the entire agreement between you and us and supersede all prior written or oral agreements and understandings pertaining to the subject matter of the Contract. Both you and we acknowledge that in entering into the Contract each of you and us has not relied upon any oral or written statements, collateral or other warranties, assurances, representations or undertakings which were made by or on behalf of the other in relation to the subject-matter of the Contract at any time before its coming into effect (together "Pre-Contractual Statements"), other than those which are set out in the Contract, provided that nothing in this clause 10.5.1 shall exclude or restrict the liability of either you or us arising out of our or your (as applicable) fraudulent misrepresentation or fraudulent concealment;

10.5.2 any notices in relation to the Contract will be delivered: (i) by email or by post in the case of notices by us to you, using the details provided by you in making your order for the Services; and (ii) by email in the case of notices by you to us, using the contact details set out in clause 12;

10.5.3 no person other than you or us may enforce any of the provisions of any Contract under the Contracts (Rights of Third Parties) Act 1999;

10.5.4 you may not assign, novate, transfer, sub-licence, declare a trust of, mortgage, charge or deal in any other manner with your obligations under the Agreement, or with any of its rights or obligations under it, without our prior written consent; and

10.5.5 we may assign, novate, or transfer any of our rights or obligations under the Contract to another legal entity by giving written notice to you.

11. Governing law and jurisdiction

11.1 These Terms and Conditions and the Contract are governed by English law. This means that your use of the Services, and any dispute or claim arising out of or in connection therewith will be governed by English law.

11.2 If you are a consumer:

11.2.1 you can bring proceedings in respect of these Terms and Conditions in the English courts. However, as a consumer, if you live in Scotland you can bring legal proceedings in respect of these Terms and Conditions in either the Scottish or the English courts; if you live in Northern Ireland you can bring legal proceedings in respect of these Terms and Conditions in either the Northern Irish or the English courts; and if you live in another European Union Member State you can bring legal proceedings in respect of these Terms and Conditions in either the English courts or the courts of the Member State in which you live; and

11.2.2 you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms and Conditions, including clause 11.1, affects your rights as a consumer to rely on such mandatory provisions of local law.

11.3 If you are a Business, any dispute arising out of or in connection with these Terms and Conditions, the Contract and/or the Services (whether contractual or non-contractual) will be referred to the exclusive jurisdiction of the English courts.

12. Contacting us

Should you have any reasons for a complaint, we will endeavour to resolve the issue and avoid any re-occurrence in the future. You can always contact us using the following details:

Address: 71-75 Shelton Street, Covent Garden, London WC2H 9JQ

E-mail address: repairs@obre.org

Phone: 0330 912 7441

Thank you