

****Terms and Conditions for Nailed It! Property Services****

****Effective Date: January 1st, 2026****

These Terms and Conditions ("Agreement") govern the provision of property maintenance and repair services ("Services") by Nailed It! Property Services ("Company," "we," "us," or "our") to you ("Client," "you," or "your"). By engaging our Services, you agree to be bound by this Agreement. If you do not agree, do not use our Services.

****1. Parties and Scope of Services****

This Agreement is entered into between Lee Fretter T/A Nailed It! Property Services a Sole Trader in England and Wales, with its principal place of business at Freta House, 6 TS23 3BA. and the Client, whose details are provided in the service quote or contract.

We provide a range of property services, including but not limited to:

- Plumbing repairs and installations (e.g., fixing leaks, unblocking drains, installing fixtures).
- Electrical work (e.g., wiring, lighting, fault-finding, subject to certification requirements).
- Carpentry and joinery (e.g., fitting doors, shelves, repairs to woodwork).
- Painting and decorating (e.g., interior/exterior painting, wallpapering).
- General maintenance (e.g., tiling, flooring, roofing repairs).
- Gardening and landscaping (e.g., lawn care, hedge trimming, fencing).
- Cleaning services (e.g., end-of-tenancy cleans, deep cleans).
- Emergency repairs (e.g., burst pipes, electrical faults).
- Renovations and refurbishments (e.g., kitchen/bathroom fittings, extensions where applicable).
- Any other works agreed upon in writing.

Services will be detailed in a separate quote or work order ("Quote"), which forms part of this Agreement. We reserve the right to subcontract work to qualified third parties.

****2. Quotations and Acceptance****

Quotes are valid for 14 days from issuance and are based on information provided by you. Any changes to the scope may result in additional charges. Acceptance occurs upon your written confirmation (email suffices) or payment of any deposit.

We may require a site visit before finalizing a Quote. If unforeseen issues arise during work (e.g., hidden structural damage), we'll notify you promptly and provide a revised Quote. Work may pause until approval.

****3. Payment Terms****

- ****Fees:**** As specified in the Quote. All prices exclude VAT unless stated otherwise.
- ****Deposit:**** A non-refundable deposit of 30% may be required for materials or large projects.
- ****Payment Schedule:**** For projects under £1500, full payment on completion. For larger works, staged payments (e.g., 50% upfront, 30% midway, 20% on completion) maybe available upon request and agreement.
- ****Methods:**** Bank transfer, card, or cash. Late payments incur interest at 8% above Bank of England base rate per month, plus collection costs.
- ****Invoices:**** Issued upon completion or milestones. Payment due within a maximum of 7 days.
- ****Refunds:**** No refunds for completed work unless defective (see Warranties).

Failure to pay may result in suspension of Services, liens on property, or legal action.

****4. Client Obligations****

You agree to:

- Provide accurate information about the property and any hazards (e.g., asbestos, electrical issues).
- Grant safe access to the property during agreed times, including keys if needed.
- Obtain necessary permissions (e.g., planning consents, landlord approval).
- Ensure the site is clear and safe for work (e.g., remove valuables, pets).
- Notify us of any changes or issues promptly.
- Comply with health and safety regulations.

Failure to comply may delay work and incur extra charges.

****5. Company Obligations****

We agree to:

- Perform Services with reasonable skill and care, using qualified personnel.
- Use materials of merchantable quality.
- Comply with applicable laws, regulations, and industry standards (e.g., Building Regulations, Gas Safe for gas work).
- Maintain public liability insurance of at least £[insert amount, e.g., 5 million] and provide proof on request.
- Clean up the site reasonably after work.

We are not responsible for pre-existing conditions or third-party faults.

****6. Warranties and Guarantees****

- Workmanship is warranted for 12 months from completion against defects due to our fault.
- Materials are warranted as per manufacturer guarantees; we pass these on but offer no additional warranty.
- To claim, notify us in writing within the warranty period. We'll inspect and remedy at our discretion (repair, replace, or refund).
- Warranties exclude fair wear and tear, misuse, alterations by others, or force majeure events (e.g., floods, fires).

No other warranties, express or implied, apply.

****7. Liability and Indemnity****

- Our liability is limited to the Quote value or insurance coverage, whichever is less. We exclude liability for indirect losses (e.g., loss of profits, data).
- We're not liable for damage caused by your negligence, pre-existing issues, or events beyond our control.
- You indemnify us against claims arising from your breach, including third-party claims (e.g., neighbor disputes).
- Force majeure (e.g., strikes, pandemics, weather) excuses delays without liability.

You must maintain your own property insurance; we recommend coverage for works in progress.

****8. Health and Safety****

We prioritize safety and comply with HSE guidelines. You must inform us of risks (e.g., hazardous materials). We may refuse unsafe work.

****9. Termination****

- Either party may terminate with 7 days written notice.
- We may terminate immediately for non-payment, breach, or safety issues.
- Upon termination, you pay for completed work and materials. No refunds for deposits.

****10. Dispute Resolution****

Disputes shall be resolved amicably. If not, via mediation, then courts of England and Wales. Governing law: Laws of England and Wales.

****11. Data Protection****

We process personal data per GDPR/UK GDPR. See our Privacy Policy for details.

****12. General Provisions****

- This Agreement is the entire understanding; no oral modifications.
- Severability: Invalid provisions don't affect others.
- Assignment: We may assign; you may not without consent.
- Notices: In writing via email or post.
- Variations: In writing only.
- No waiver unless written.

By signing or proceeding, you accept these terms.

****Signed for Nailed It! Property Services:**** _____ Date: _____

****Signed by Client:**** _____ Date: _____