

## Terms and conditions

Dave'll Do It' is the trading name of DS Tech Serv Ltd. Director: D. W. Sale, Secretary P. M. Sale. Reg office: Mill Cottage, 2, Betton Road, Market Drayton, Shropshire. TF9 1HH. Reg. No. 8258838 (England and Wales). All reference to Dave'll Do It applies equally to DS Tech Serv Ltd. and any other trading name under which it operates.

All orders for goods and services are accepted by Dave'll Do It subject to the following conditions which shall form part of and govern the contract of sale. Acceptance of goods or services shall be deemed to be acceptance of these conditions of sale.

**Acceptance:** Acceptance of a quotation, estimate or any agreement to commence work in any form shall be regarded as an acceptance of these terms and conditions. Anyone acting on behalf of an agent, landlord or property owner who issues instructions to carry out work of any kind, does so on the understanding that they accept these terms and conditions, regardless of any arrangement they might have with any other party and that they shall be responsible for ensuring that these terms and conditions are met in full.

**Seven day cooling off period** (the Cancellation of Contracts made in a Consumer's Home or Place of Work etc. Regulations 2008): In all normal circumstances a written quotation will be provided in advance for the work requested, except where the customer specifically requests otherwise, or where an agreement to an hourly rate has been made, either verbally or otherwise. Regardless of circumstances, if work is to begin within 7 days, the customer waives the right to the 7 day cooling off period.

**Payment:** Payment for all work is required within 14 days of the date of the invoice, unless agreed in advance and included in any written quotation.

**Returned cheques:** A minimum fee £32.00 plus charges will be applied to all returned cheques and payment in cash may be requested at the Directors discretion.

**Late payment:** Late payment may at the Directors discretion, result in the forfeit of any discounts regardless of any prior agreement and interest may be applied at the Directors discretion in accordance with the "Late payment of commercial debts (interest) Act 1998" to any outstanding balance at 8% above the Bank of England base rate. An additional minimum administration fee of £32.00 may also be applied at the Directors discretion for each calendar month that the debt remains outstanding.

**Discounts:** All discounts are applied entirely at the Directors discretion and may be withdrawn at any time.

**Surcharges:** Where there is a history of late payment a surcharge of 25% may be added to the invoice, which may be deductible if payment is made in accordance with these terms and conditions.

**Title of goods:** All materials and goods provided whether used, installed, fitted or otherwise allocated to the work agreed, remain the sole property of DS Tech Serv Ltd. (trading as Dave'll Do It) until such time as full and final payment as set out in any contract or agreement written or otherwise has been paid in full.

**Change of scope:** Any change of scope to the work requested may incur further charges. It

may not always be possible to provide an accurate quotation for such changes and the customer accepts any associated risk and cost involved in any change of scope at any time following the acceptance of the initial quotation or verbal agreement.

**Health and Safety:** The customer must co-operate with and comply with all Health and Safety matters whilst the work is being carried out. In particular it is expected that everyone within the property or household will comply with all government and Health and Safety Executive (HSE) advice and guidance, concerning the protection of others from exposure to any prevalent disease or viruses (such as **Covid-19**). Whilst we will comply with such advice and guidance, it is emphasised that we will not accept any liability whatsoever for the transmission or suspected transmission of any disease or virus including **Covid-19** as a result of our attendance at the property or household at any time.

**Excavations:** No liability will be accepted for the disturbance, damage, destruction, failure or disconnection of any underground services or supplies during any excavation work, including digging holes for fence posts etc. Except where detailed drawings or plans have been supplied by the customer, his agents or representatives prior to any such work starting, and only then if there is complete agreement between all parties as to the exact location of said underground services and or supplies.

**Asbestos:** The customer accepts all risk related to the presence or suspected presence of asbestos and accepts all associated costs including the sampling and testing of suspect materials. Arrangements for the safe removal and disposal of any asbestos, rest entirely with the customer.

**Permissions:** It is expected that the customer will obtain all necessary permissions and agreements for all work requested, before any work commences. DS Tech Serv Ltd. (trading as Dave'll Do It) accepts no responsibility whatsoever for obtaining any such permissions or agreements and accepts no liability for any loss relating to any such permissions or agreements under any circumstances whatsoever.

**Testimonials:** Only genuine testimonials and references are posted on the web-site "dave'lldoit.co.uk" and copies of all testimonials are retained for inspection at any time. Any customer submitting a testimonial or reference does so on the understanding that their name and address may be seen by others. Anonymous ratings may be left on Yell.com.

**Access:** All work is undertaken on the assumption that we will have free and unhindered access to all work areas, unless agreed in advance. Where items (such as furniture, ornaments, pictures, soft furnishings and barbeques etc.) need to be moved, there may be an additional charge at our current rates and at our discretion, and we will not accept any liability whatsoever for any damage howsoever caused.

**Hygiene:** All work is undertaken on the assumption that the work areas are clean and hygienic, that faeces are removed and that there are no hazards to the health and safety of our workforce. We may make an additional charge for work of an objectional nature at our current rates and at our discretion; we may refuse to work in such conditions or we may stop work at any stage if it becomes apparent that the conditions are unacceptable to our workforce.

**Pets and animals:** It is expected that pets and other animals are kept under proper control at

all times whilst we are on the property; we may refuse to work in conditions where pets or animals are not under proper control and we may stop work at any stage if it becomes apparent that the conditions are unacceptable to our workforce.

**General Data Protection Rules (GDPR):** We may use your personal information and any personal information of third parties supplied in connection with any of our statutory functions, including but not limited to, the purpose of internal record keeping, to provide any of our services for which you have registered and to contact you. Where personal data of third parties is provided by you, we assume that you have obtained the required authority to supply this information to us unless you tell us otherwise. We will not transfer or otherwise disclose to third parties your personal data or personal data of others you have provided to us except where permitted to do so for the purpose of exercising our regulatory functions or where permitted or required by law to assist other bodies to exercise their statutory functions, or where you have agreed to the disclosure.

**GDPR policy:** Under the new EU General Data Protection Regulations (GDPR), effective from 25 May 2018, we are required to obtain your consent to process and retain all personal data we collect from you.

Here at Dave'll Do It (the trading name of DS Tech Serv Ltd.) we take your privacy seriously and will only use your personal information to administer your account and to provide the products and services you have requested from us.

Your personal data is recorded and maintained on Xero (a cloud accounting facility), provided by our Accountants (Barringtons Ltd.) and is not used for any other purpose and is not knowingly passed onto any other party.

Access to Xero and all Information Technology (IT) systems used to access Xero is password protected and restricted to the Directors (including the Company Secretary) and employees of DS Tech Serv Ltd. our Accountants (Barringtons Ltd.) and Xero; their agents and employees.

HMRC require that all invoices (containing your personal data) are kept for a minimum of 10 years.

By providing us with the information required to conduct our business with you, you are giving your consent for this data to be processed and retained by us.

You may at any time request (in writing) a copy of the information we hold about you and we promise to respond within 30 days of receipt of such request. Please note that a fee may be payable for this service.

**Help and advice:** If you require help and advice, you may call Citizens Advice on 03 454 040 506 or visit their website [citizensadvice.org.uk](http://citizensadvice.org.uk) All calls are charged at your normal rate.