

FULL CIRCUIT

Terms and Conditions of Business

1. Definitions

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

- "Company" or "We/Us/Our": Wasley Wood Developments Limited t/a Full Circuit, a company registered in England and Wales with company number 12783415, whose registered office is at 157 Boothferry Road, Goole, DN14 6AL.
- "Client" or "You/Your": the person or organisation who has booked or instructed Us to carry out Works.
- "Engineer": any operative, tradesperson, employee, or subcontractor deployed by Us to carry out Works at your property.
- "Works": all services, repairs, maintenance, installations, or other tasks carried out by Us.
- "Materials": any parts, components, or supplies required to complete the Works.
- "Visit Charge": the attendance fee applicable as defined in Clause 3.1.
- "Estimate": a non-binding projected cost for Works, subject to change upon completion, as defined in Clause 3.3.
- "Quotation" or "Fixed Price Quote": a fixed-price offer for a defined scope of Works, set out in writing by Us, as defined in Clause 3.4.
- "Deposit": the £99 advance payment required at the time of booking, as defined in Clause 2.
- "Event Outside Our Control": as defined in Clause 12.2.
- "Terms": the terms and conditions set out in this document.

1.2 When We use the words "writing" or "written" in these Terms, this will include email unless We say otherwise.

2. Booking and Deposit

2.1 A booking is confirmed only upon receipt of a £99 Deposit. No booking shall be considered confirmed until this Deposit has been received by Us in cleared funds.

2.2 The Deposit will be deducted from the final invoice total.

2.3 The Deposit is non-refundable in the following circumstances:

- You cancel within 7 days of the scheduled appointment; or
- Our Engineer attends the site and is unable to proceed due to circumstances within your control (for example, lack of access, unsafe conditions caused by you, or failure to have the area ready).

2.4 If We cancel or are unable to attend for reasons within Our control, the Deposit will be refunded in full.

2.5 We shall assign a reference number to each job and inform you of it when We confirm your booking. Please quote this reference number in all subsequent correspondence.

3. Charges and Pricing

3.1 Visit Charge and Time-Based Charging

Unless a Fixed Price Quotation has been agreed in writing, all Works are charged on the following time-and-materials basis:

1. A Visit Charge is applied to every job. This covers the first 15 minutes of time on site, including initial assessment, setup, and commencement of Works.
2. After the first 15 minutes, time is charged in increments of 15 minutes at Our standard rate, pro-rated accordingly. Our current standard rate will be confirmed at the time of booking or is available on request.
3. Time charged commences when Our Engineer arrives at your property and ceases when all Works are complete and the Engineer is ready to leave site.
4. Any time spent awaiting access, awaiting decisions from You, or paused at Your request will continue to be charged at the standard rate.
5. All parking fees will be charged at cost.

3.2 Materials

1. Materials are charged at Our trade cost plus 10%.
2. Where Materials must be collected from a supplier, the time taken to travel to and from the supplier will be charged at Our standard rate.
3. We will endeavour to inform You of significant Material costs in advance where reasonably practicable, but this does not constitute a fixed-price commitment.
4. We accept no responsibility for price fluctuations in Materials between the time of Estimation or Quotation and the time of purchase.

3.3 Estimates

Where We provide an Estimate before Works commence, the following applies:

- An Estimate is an approximate indication of likely cost only. It is not a fixed price and does not constitute a contractual commitment to carry out Works for that sum.
- The actual cost may be higher or lower than the Estimate, depending on the actual time and Materials required once Works are underway.
- All Works provided under an Estimate will be charged upon completion using the time-and-materials principles in Clauses 3.1 and 3.2.
- We will use reasonable endeavours to notify You if Works are likely to exceed the Estimate by a material amount before proceeding, but this shall not affect Our right to charge for actual time and Materials incurred.

3.4 Fixed Price Quotations

Where We provide a Fixed Price Quotation in writing:

- The Quotation is valid for 30 days from the date of issue unless otherwise stated.
- The Fixed Price covers only the specific scope of Works described in the Quotation. Any Works not expressly included are excluded.
- If additional work is identified or required beyond the agreed scope during the Works, We will notify You before proceeding. Such additional Works will be charged separately on a time-and-materials basis per Clauses 3.1 and 3.2, subject to Your prior approval.
- Variations to the agreed scope requested by You after Works have commenced may result in additional charges.
- The Fixed Price Quotation does not include park fees. All parking fees will be charged separately at cost.

3.5 Our prices include VAT where applicable. If the rate of VAT changes between the date of a Quotation/Estimate and the date of completion, We will adjust the VAT accordingly, unless You have already paid in full before the change takes effect.

3.6 We reserve the right to increase the price of Works by giving You written notice to reflect any increase in our costs due to: (a) factors beyond Our control, including increases in labour, materials or duties; (b) any change requested by You to the Works; or (c) any delay caused by Your instructions or Your failure to provide adequate information.

4. Scope of Works

4.1 Unless expressly agreed in writing, Our Engineer will carry out only the Works specified at the time of booking or as set out in a Quotation or job sheet. We will not carry out ancillary, consequential, or making-good works unless these are specifically included in the agreed scope.

4.2 By way of example and without limitation:

- If engaged to carry out electrical work, making good, plastering, or redecorating walls or surfaces disturbed in the course of that work is not included unless stated.
- If engaged to replace a fixture or fitting, making good surrounding areas is not included unless stated.

4.3 If You require additional or ancillary works, please request these at the time of booking or before Works commence. We will confirm whether they can be included and at what cost.

5. Providing the Services

5.1 We will supply the Services from the date agreed between Us until the estimated completion date.

5.2 We will make every effort to complete the Works on time. However, there may be delays due to an Event Outside Our Control (see Clause 12).

5.3 We will need certain information from You that is necessary for Us to carry out the Works. If You do not provide this information when asked, or provide incomplete or incorrect information, We may make an additional charge for any extra work required, or We may suspend the Works. We will not be liable for any delay or non-performance where You have failed to provide the required information.

5.4 We may have to suspend the Works if We need to deal with technical problems or to make improvements agreed between Us in writing. We will notify You in advance unless the issue is urgent or an emergency.

6. Defects in Works or Materials

6.1 We guarantee that all Works will be carried out with reasonable skill and care in accordance with applicable industry standards.

6.2 All Materials supplied by Us carry any applicable manufacturer's guarantee. For details, please refer to the documentation provided with the Materials.

6.3 We additionally guarantee that Materials supplied by Us shall be free from material defects for a period of 12 months from completion of the Works, except where a defect arises from:

- Fair wear and tear;
- Wilful damage, abnormal use, accident, or negligence by You or a third party;
- Failure to operate or maintain the goods in accordance with any instructions provided;
- Any alteration or repair by You or an unauthorised third party; or
- Any specification provided by You.

6.4 In the unlikely event of a defect with the Works or Materials:

- Please contact Us as soon as reasonably possible;
- Please give Us a reasonable opportunity to repair or fix any defect; and
- We will use every effort to repair or fix the defect within 24 hours where it may affect vulnerable persons at the property (such as children, elderly, or disabled persons), and within 3 days in all other circumstances.

6.5 As a consumer, You have legal rights in relation to Services not carried out with reasonable skill and care, or if Materials are faulty or not as described. Nothing in these Terms affects those legal rights.

7. Payment

7.1 Full payment of the outstanding balance (after deduction of the Deposit) is due immediately upon completion of Works, while Our Engineer is still on site. We do not offer credit terms unless separately agreed in writing.

7.2 We accept payment by bank transfer or card. Please confirm at the time of booking.

7.3 If You do not make payment when due, We may charge interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate, pursuant to the Late Payment of Commercial Debts (Interest) Act 1998. This interest shall accrue on a daily basis from the due date until the date of actual payment, whether before or after judgment.

7.4 Any invoice exceeding Our payment terms will be referred to a debt collection agency and You will at that point become liable for the collection costs incurred. These charges may be pursued through the courts and further charges may apply.

7.5 If You dispute an invoice in good faith and contact Us promptly after receiving it to explain the dispute, Clause 7.3 will not apply for the period of the dispute.

7.6 Your rights to a refund on cancellation are set out in Clause 13.

8. Access and Site Conditions

8.1 You are responsible for ensuring that Our Engineer has safe, unobstructed access to the property and the area where Works are to be carried out at the agreed time.

8.2 Where Works require an area to be cleared, emptied, or prepared in advance, this is Your responsibility unless otherwise agreed in writing.

8.3 If Our Engineer is unable to gain access, or the site is not ready upon arrival, a Visit Charge will still apply.

9. Our Liability to You

9.1 If We fail to comply with these Terms, We are responsible for loss or damage You suffer that is a foreseeable result of Our breach or negligence. We are not responsible for loss or damage that is not foreseeable.

9.2 Where We carry out Works at your property, We will make good any damage caused by Us in the course of performing the Works, unless stated otherwise in a Quotation. We are not responsible for the cost of repairing any pre-existing faults or damage discovered during the Works.

9.3 Our total liability to You in connection with any Works shall not exceed the total price paid by You for those Works.

9.4 We shall not be liable for any indirect or consequential loss, including loss of profit, loss of use, loss of enjoyment, or loss of business opportunity.

9.5 We do not exclude or limit Our liability for:

- Death or personal injury caused by Our negligence or that of Our employees, agents, or subcontractors;
- Fraud or fraudulent misrepresentation;
- Breach of terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982; or
- Defective products under the Consumer Protection Act 1987.

9.6 Nothing in these Terms limits or excludes any liability that cannot be excluded under applicable law, including the Consumer Rights Act 2015 where applicable.

10. Health and Safety

10.1 You agree to inform Us of any known hazards at the property prior to Works commencing, including but not limited to asbestos, structural concerns, or the presence of any substances or conditions that may affect the safety of Our Engineer.

10.2 We reserve the right to suspend or cease Works if conditions are deemed unsafe, without penalty to either party. Where possible We will notify You in advance of any such suspension.

11. Changes to Terms or Scope

11.1 We may revise these Terms from time to time to reflect changes in relevant laws or regulatory requirements, or changes to our suppliers or third-party arrangements. If We revise these Terms, We will give You at least one month's written notice before the changes take effect. You may cancel the contract in accordance with Clause 13 if You do not accept the revised Terms.

11.2 If You wish to change the scope of Works after a Quotation or booking has been confirmed, please contact Us. We will confirm whether this is possible and notify You of any change in price in writing.

12. Events Outside Our Control

12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.

12.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation: strikes, lock-outs or other industrial action by third parties; civil commotion, riot, invasion, terrorist attack or threat of terrorist attack; war or threat of war; fire, explosion, storm, flood, earthquake, subsidence, epidemic, or other natural disaster; or failure of public or private telecommunications networks.

12.3 If an Event Outside Our Control takes place that affects Our obligations:

- We will contact You as soon as reasonably possible to notify You; and
- Our obligations will be suspended and the time for performance will be extended for the duration of the Event Outside Our Control.

12.4 You may cancel the contract if an Event Outside Our Control takes place and You no longer wish Us to provide the Works. We will only cancel the contract if the Event Outside Our Control continues for more than 4 weeks. Please see Clause 13 for cancellation rights.

13. Cancellation and Refunds

13.1 Before Works have commenced, You may cancel the booking by giving Us at least 7 days written notice without charge (subject to Clause 2.3 regarding the Deposit). Where You cancel because of Our failure to comply with these Terms (other than where We are affected by an Event Outside Our Control), no cancellation charge will apply and any Deposit paid will be refunded in full.

13.2 Cancellations with less than 7 days' notice may incur a cancellation fee equivalent to the cost of lost time and material return fees, in addition to forfeiture of the Deposit.

13.3 Once Works have commenced, You may only cancel with immediate effect by giving Us written notice if:

- We break this contract in any material way and do not correct or fix the situation within 14 days of You asking Us to do so in writing;
- We go into liquidation or a receiver or administrator is appointed over Our assets;
- We change these Terms under Clause 11.1 to Your material disadvantage; or
- We are affected by an Event Outside Our Control.

13.4 If You cancel a booking under which You have made any advance payment for Works not yet carried out, We will refund that advance payment subject to any deductions permitted under these Terms.

14. How We May Use Your Personal Information

14.1 We will use the personal information You provide to Us to:

- Provide the Works and Services;
- Process Your payment; and
- Inform You about similar services that We provide. You may stop receiving such communications at any time by contacting Us.

14.2 We handle Your personal data in accordance with the UK General Data Protection Regulation (UK GDPR). We will not share Your personal data with any third party except where necessary to carry out the Works, to process payment, or as required by law.

15. How to Contact Us

15.1 We are a company registered in England and Wales. Company number: 12783415. Registered office: 157 Boothferry Road, Goole, DN14 6AL.

15.2 If You have any questions or complaints, please contact Us by telephone on 01904 607418 or by email at office@fullcircuitgroup.co.uk.

15.3 Any written notice required under these Terms may be given by email, by hand, or by pre-paid post to the address provided by each party. We will confirm receipt of written notices in writing.

16. General

16.1 These Terms constitute the entire agreement between Us in relation to the Works and supersede all prior representations, negotiations, and understandings.

16.2 This contract is between You and Us. No other person shall have any rights to enforce any of its terms, except that the purchaser of Your property shall have the benefit of any applicable guarantee under Clause 6 if You transfer it to them, and Our consent is not required for such transfer.

16.3 We may transfer Our rights and obligations under these Terms to another organisation. We will notify You in writing if this happens. This will not affect Your rights or Our obligations under these Terms.

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

16.5 If We fail to insist that You perform any obligation under these Terms, or if We delay in enforcing Our rights, this shall not constitute a waiver of those rights. Any waiver must be given by Us in writing.

16.6 These Terms are governed by the laws of England and Wales. You and We both agree to submit to the non-exclusive jurisdiction of the courts of England and Wales.

17. Acceptance

By proceeding with a booking and paying the Deposit, You confirm that You have read, understood, and agreed to these Terms and Conditions.