

Terms and Conditions



TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

These Terms and Conditions are the standard terms of engagement for work undertaken by R & L Bailey Limited, a company registered in England and Wales under company number 06390769, whose registered office is Suite 8, Bourne Gate, 25 Bourne Valley Road, Poole, Dorset, BH12 1DY.

1. Definitions

1.1. In these Terms & Conditions, the following definitions apply:

“Appliance”	means a domestic or household appliance that needs repairing.
“Customer”	means the person or the organisation (including their employees, agents or assigns) for whom Baileys carries out work or supplies Goods.
“Contract”	means the agreement between the Customer and Baileys to carry out the works of which these terms form a part.
“Engineer”	means the representative appointed by Baileys to carry out agreed work or supply Goods
‘Goods’	means materials supplied by Baileys
'Parties'	means the Customer and Baileys, and 'Party' shall mean either one
"Price"	means the Price payable for Works
“Quotation”	means Baileys’ letter or other communication, including verbal, to the Customer setting out the Price of the requested Works
“Services”	means the Services, including any goods and materials, detailed in the Quotation or Schedule of Works
“Baileys”	means R & L Bailey Limited and includes all employees and agents of R & L Bailey Limited.
‘Works’	means the works described in Baileys’ Quotation or any other document or email issued by Baileys, as may be varied by agreement in writing between the Parties.
“Writing”	includes electronic mail and comparable means of communication.

2. Acceptance of Works (The Contract)

- 2.1. Any Quotation given by Baileys shall not constitute an offer and is only valid for 14 days from its issue date.
- 2.2. These Terms & Conditions and any Quotation provided by Baileys constitute the entire Contract between the Customer and Baileys.
- 2.3. The Contract is considered to start when the Customer has confirmed their acceptance of Baileys’ Quotation and Baileys has confirmed with the Customer a date for the work to begin.
- 2.4. Due to the unique nature of every job, specific terms and conditions may apply to a contract. These will be included with Baileys’ Quotation and highlighted to the Customer.
- 2.5. Any illustrations, descriptions, and imagery displayed on the Baileys website, in marketing materials (both offline and online), catalogues, price lists, or others are intended merely to present a general idea of the works and services Baileys provides. No part of these shall form part of any contract.

- 2.6. These Terms & Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose, incorporate, or implied by trade, custom, practice, or course of dealing.
- 2.7. No addition, alteration, substitution or waiver of these terms and conditions will be valid unless expressly accepted in writing by Baileys or a person authorised to sign on Baileys' behalf.
- 2.8. Additional Works requested whilst Baileys are on site (ad-hoc jobs) will be subject to these terms and will be quoted separately. Additional Works will be charged at Baileys' prevailing diagnostic charge and/or hourly rate plus material costs.

3. Quotations

- 3.1. Any Quotation supplied by Baileys can be withdrawn by Baileys at any time before receiving an unqualified acceptance from the Customer and shall be deemed withdrawn if it has not been accepted within 14 days from its date.
- 3.2. The Quotation for repair is based on the diagnostic inspection performed by the Engineer. Upon the Customer's approval, the engineer will endeavour to complete the repair then and there unless a specialised part is required.
- 3.3. The Quotation is based on the work being carried out during normal working hours. Should weekends, holidays or other extraordinary hours be required, the Customer may incur an additional cost for this.
- 3.4. Any Quotation provided by Baileys may be revised in the following circumstances:
 - 3.4.1. After Baileys has submitted the Quotation, the Customer instructs Baileys (whether in writing or orally) to provide additional works or services not referenced or detailed within the Quotation.
 - 3.4.2. If following the submission of the Quotation by Baileys, there is an increase in the cost of materials to be supplied.
 - 3.4.3. If following the submission of the Quotation by Baileys, it is discovered that further works and services need to be carried out which had not been anticipated, for example, to bring an existing installation up to standard before any extension or modification can be done.
 - 3.4.4. If following submission of the Quotation or works carried out, it is discovered that there was a manifest error when the Quotation was prepared.
- 3.5. Baileys will not be obligated to provide a Quotation to the Customer.
- 3.6. The Customer will reimburse Baileys for all expenses incurred (including labour, materials and equipment hire) upon acceptance of a Quotation that the Customer subsequently cancels, except where clause 14 applies.

4. Diagnostic Charges & Appointments

- 4.1. All diagnostics are subject to a fixed diagnostic charge per appliance, but this charge is waived upon any repair work being conducted. If Baileys are unable to repair an Appliance due to parts being obsolete/unobtainable or the Appliance is beyond economical repair (as determined by Baileys or their Engineer), the Customer will still be charged the diagnostic charge.
- 4.2. An Abortive Visit Charge (AVC) is applied when an appointment is agreed upon for work at the Customer's premises, and the Engineer arrives within the appointment slot but cannot carry out the work at, or gain access to, the Customer's premises.
- 4.3. The Engineer will visit the Customer's premises on the agreed date and time. However, there may be instances where an Engineer is not able to attend on the date and time agreed, or Baileys must cancel the booking. Should this happen, Baileys will contact you to inform you and arrange a new date and time.

5. Prices and Payment

- 5.1. The Price, as stated in the Contract, does not include Value Added Tax ("VAT"). VAT will be charged at the prevailing rate. Baileys' VAT registration number is GB 920 06 75 53. All payments are due in Pounds Sterling.
- 5.2. Unless otherwise agreed, payment for installation and delivery is due at the time of booking. Payment for diagnostic inspection and repair from landlords, letting agencies and corporate clients is required at the time of booking.
- 5.3. For all other domestic repairs, payment is due immediately upon completion of repair or diagnostic inspection, and payment is to be made to the Engineer before he leaves the premises. All Engineers carry Card machines to take debit and credit card payments.
- 5.4. Baileys' preferred method of payment is by credit or debit card. Bank transfers can be accepted by prior agreement. Baileys will also accept payment by cheque, agreed in advance.
- 5.5. Where the Customer is represented by a third-party person(s) or agent(s) (such as a managing agent, landlord, tenant or another occupier, friend, family, contractor, or another representative), in the event of non-payment by the Customer, the third party will be responsible for full payment unless Baileys has agreed otherwise in writing before any works commencing.
- 5.6. Any queries relating to an invoice must be received within seven (7) days from the invoice date. Until a query is resolved, the Customer remains liable to pay the undisputed part of an invoice within its original timescale.
- 5.7. If payment of the Price or any part thereof is not made by the due date, Baileys may:
 - 5.7.1. Cancel the Contract or suspend any further provision of the Works to the Customer immediately. Any such period of suspension shall be disregarded for the purpose of contractual time limits previously agreed for the completion of the Services,
 - 5.7.2. Charge interest at 10% per annum on the unpaid amount starting from the day the Invoice becomes overdue until paid, whether before or after any court judgement. Such interest shall accrue daily and be compounded quarterly.
 - 5.7.3. Apply a charge of £10 (to cover administrative expenses and not as a penalty) per reminder for overdue payment submitted to the Customer. Baileys shall be entitled to submit such reminders weekly once the fees have become overdue.
 - 5.7.4. Seek to recover all costs reasonably incurred by Baileys in collecting payment of any overdue invoices from the Customer.
- 5.8. Baileys will not provide or issue any guarantees, certificates, or other similar documents to the Customer for works unless payment has been made and received in full.

6. Quality of Goods

- 6.1. Baileys is responsible for supplying the Customer with goods that meet their consumer rights.
- 6.2. Baileys warrants using parts and materials of satisfactory quality and suitable for their intended purpose. Unless agreed otherwise, all parts and materials will be new. Baileys do not guarantee to use brand-specific parts.
- 6.3. These Conditions shall apply to any repaired or replacement Goods supplied by Baileys under Clause 6.1 and Clause 9.2 below.
- 6.4. Baileys will not be liable for the following:
 - 6.4.1. The satisfactory quality of any materials or goods the Customer provides; or
 - 6.4.2. The satisfactory quality of any materials or goods or whether they are fit for purpose (or both) if condition 9.3 applies.

7. Supply of Services

- 7.1. Baileys shall undertake the work per the Quotation in all material respects.
- 7.2. Baileys shall undertake the work carefully and competently, per the manufacturer's instructions and recommendations, and warranty conditions as appropriate. Baileys will leave the working area clean and tidy after finishing the work.
- 7.3. Baileys will prevent or minimise health and safety risks to the Customer and other people visiting the premises.
- 7.4. Baileys will endeavour to minimise environmental disturbance, nuisance, or pollution from work.
- 7.5. Time frames and delivery dates are provided for guidance only, and Baileys makes no guarantee that the services will be performed within the specified period. For the purposes of this Contract, time shall not be of the essence, and Baileys shall not be liable for any loss or damage suffered by the Customer because of the delivery of services being delayed or postponed for any reason, including the inclusion of Additional Works as per clause 2.8.
- 7.6. Baileys shall have the right to make any changes to the work necessary to comply with any applicable law or safety requirement or which do not materially affect the nature or quality of the work. Baileys shall notify the Customer in any such event.
- 7.7. The Customer is responsible for disposing of any waste unless they have requested Baileys to quote for removal and have accepted the Quotation.
- 7.8. Baileys will perform the Services using Baileys' staff and sub-contractors.

8. Delivery and Installation

- 8.1. Customers are requested to check the preparation requirements for their appliance at <https://www.rlbaileyltd.co.uk/delivery-installation-information>
- 8.2. Delivery times will be for a morning or afternoon window on a specified day.
- 8.3. Some appliances may require a two-person delivery. If the Customer has not paid for a second person and agreed to do it themselves, Baileys will not be held liable for any damage to the appliance, property, or personal injury.
- 8.4. The Customer will be responsible for the disposal of any packaging unless included in an installation charge or paid for separately.
- 8.5. The Customer is required to inspect the Goods on delivery and report any defects immediately.
- 8.6. Old appliances will only be taken away if this service has been booked and paid for in advance.
- 8.7. There is a restocking fee for any returns based on 20% of the price of the item.
- 8.8. Any additional peripherals required to enable installations (e.g., extra or longer hoses) will be charged to the Customer.

9. Guarantees

- 9.1. Baileys will carry out a repair at no cost to the Customer if the identical fault arises to the same Appliance within 12 months from the date of the repair being carried out. This covers ONE Engineer call-out and parts and includes the diagnostic charge.
- 9.2. All parts supplied and installed by Baileys are guaranteed for 12 months from the date of purchase. If, during this period, any defect arises to a part supplied by Baileys, Baileys will replace that part at no cost to the Customer. This covers ONE Engineer call-out and parts and includes the diagnostic charge.
- 9.3. Baileys' guarantees will become null and void if the work/appliance completed/supplied by Baileys has been:

- 9.3.1. not used in accordance with the manufacturer's instructions or recommendations.
- 9.3.2. subject to wilful damage or neglect.
- 9.4. The Guarantees will also not apply if there is a subsequent unrelated breakdown/fault (s) to the Appliance and/or the Appliance or a part has been repaired, modified, altered, serviced, or has had other parts installed since Baileys Engineer's last visit or if any work, fault or damage is directly or indirectly caused or procured to the Appliance by the Customer or a third party or if the Appliance has been moved to another premises.
- 9.5. Baileys cannot guarantee any work undertaken on instruction by the Customer against Baileys' advice or recommendations, including work on inferior quality installations or installations over ten years old.
- 9.6. Baileys cannot guarantee any installation of parts supplied by the Customer. Installation is at the customer's own risk.
- 9.7. Baileys will not be liable or responsible for any damage or defect arising from work not fully guaranteed or where recommended work has not been carried out.
- 9.8. Baileys will not be liable for any damage caused by a defective part. The Guarantee is limited to the replacement of the failed part provided Baileys supplied it. Any reparations for damage should be sought directly from the manufacturer or a claim via a household insurance policy.
- 9.9. Baileys will not guarantee work where the Customer has been notified either verbally or in writing by Baileys of any related work which requires attention.

10. Title and Risk

- 10.1. The risk in the Goods shall pass to the Customer on completion of delivery.
- 10.2. Title to the Goods shall not pass to the Customer until Baileys receives payment in full from the Customer for the related Invoice or for any other of Baileys' invoices for goods or services supplied to the Customer that has become due, in which case title to the Goods shall pass at the time of payment of all such sums.
- 10.3. If before title to the Goods passes to the Customer, the Customer becomes subject to any of the events listed in clause 17.1 or fails to make payment for the goods when requested, without limiting any of Baileys' other rights or remedies, Baileys may at any time:
 - 10.3.1. Require the Customer to deliver up all Goods in the Customer's possession which have not been irrevocably incorporated into another product; and
 - 10.3.2. If the Customer fails to do so promptly, enter the Customer's premises or third-party premises where the Goods are stored to recover them.

11. The Customer's Obligations

- 11.1. The Customer shall:
 - 11.1.1. Co-operate with Baileys in all matters relating to the work to be undertaken.
 - 11.1.2. Provide Baileys, Baileys' employees, agents, consultants, and subcontractors, with access to the Customer premises and other facilities, such as power, water, and welfare facilities, as required by Baileys to undertake the work.
 - 11.1.3. Provide Baileys with such information and materials as they may reasonably require to undertake the work and ensure that such information is accurate in all material respects.
 - 11.1.4. Provide safe access to the Premises and unrestricted and unhindered access to the Appliance so that the Appliance is fully accessible. If the Appliance cannot be easily or safely accessed to facilitate the repair, the Engineer reserves the right to abort the repair. In such an instance, the Customer would still be charged for the diagnostic charge.

- 11.1.5. Ensure that pets and children are kept away from the working area.
- 11.1.6. Where the area has restrictions on parking, submit permission or provide a parking permit for Baileys for the duration of the works.
- 11.2. The Customer acknowledges that some repairs will require Baileys to isolate the electrical supply, and as such other areas of the premises may be without power for the duration of the repair.
- 11.3. The Customer acknowledges that if the Customer requests a repair to an Appliance that is still under the manufacturer's warranty, the repair will invalidate that warranty.
- 11.4. The customer is responsible for changing any keystore combinations provided to Baileys to facilitate a repair or installation once the services have been completed.
- 11.5. If Baileys' performance of any of their obligations in respect of the work is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):
 - 11.5.1. Baileys shall, without limiting Baileys' other rights or remedies, have the right to suspend the performance of the work until the Customer remedies the Customer Default and to rely on the Customer Default to relieve Baileys from the performance of any of Baileys' obligations to the extent the Customer Default prevents or delays Baileys' performance of any of Baileys' obligations.
 - 11.5.2. Baileys shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Baileys' failure or delay to perform any of its obligations as set out in this clause 11.5; and
 - 11.5.3. The Customer shall reimburse Baileys on written demand for any costs or losses sustained or incurred by Baileys arising directly or indirectly from the Customer Default.

12. Data Protection

- 12.1. "Data Protection Legislation" refers to The Data Protection Act 2018 and any secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced, or updated from time to time.
- 12.2. All personal information that Baileys may collect (including, but not limited to, the Customer name, postal address, email address, and telephone number) will be collected, used, and held according to the provisions of Data Protection Legislation as defined in clause 12.1.
- 12.3. Baileys collects, uses, and stores the Customer's personal information as set out in the Baileys privacy policy.
- 12.4. In certain circumstances, Baileys may pass the Customer's personal information on to credit reference agencies. These agencies are also bound by the Data Protection Legislation defined in clause 12.1 and should use and hold the Customer's personal information accordingly.
- 12.5. Baileys will not pass on the Customer's personal information to any other third parties for marketing purposes without the Customer's express consent.
- 12.6. Baileys may take photographs for Baileys' promotional use. They may appear on Baileys' social media sites and websites. By agreeing to these conditions, the Customer has given Baileys' permission. Baileys will own and retain the copyright of any image taken but will happily share it with the Customer.

13. Limitation of liability

- 13.1. Baileys' liability shall be limited to:
 - 13.1.1. The repair or making good of any defect according to Baileys' undertaking in paragraph 9 above.

- 13.1.2. The reasonable costs of repair or reinstatement of damage or any loss to the Customer property, should this result from Baileys' negligence, and the Customer incur such costs.
- 13.2. Baileys will not hold any responsibility for any damage suffered to a part of any property where the damage is in whole or in part a consequence of a defect or weakness in that part of the property.
- 13.3. Baileys (or its engineer) will not be responsible or liable for any direct or indirect damage, loss, fault, defect, or harm suffered or incurred, howsoever arising to the Appliance and/or any surrounding area, fixtures, fittings, items or otherwise in carrying out or in attempting to carry out a repair or otherwise.
- 13.4. If the water supply isolation valve has seized, Baileys will not be liable for any subsequent drips or leaks because of unseizing the valve.
- 13.5. If there is no facility to shut off the water supply to the property within the property and Baileys must use a stopcock in the street, Baileys will not hold responsibility or liability for any leakage or damage to any property when the supply is turned back on.
- 13.6. Any silicone work, bulbs, fuses, and door seals do not carry any guarantee.
- 13.7. It is the Customer's responsibility to protect items of furniture, furnishings, fixtures, and fittings. Baileys will make reasonable efforts not to cause damage. Baileys suggests that the Customer remove items that are considered to be a problem. If items remain within the working area, it is the Customer's responsibility to cover such items if appropriate.
- 13.8. No Engineer will enter a property where minors are present, but no persons over 18. Should there be adults present when the Engineer enters the property, but the situation changes, and they are to leave the minor in the property alone, the Engineer will also leave at the same time.
- 13.9. Nothing in these conditions excludes or limits Baileys' liability for death or personal injury resulting from Baileys' negligence and that of Baileys' employees or agents or for fraud or fraudulent misrepresentation.
- 13.10. This clause 13 shall survive termination of the Contract.

14. Notice of the Customer Statutory Right to Cancel (Individuals only)

NOTE: THIS CLAUSE APPLIES TO SERVICES BOOKED OVER THE PHONE, BY MAIL OR ONLINE. IT DOES NOT APPLY TO BOOKINGS MADE AT BAILEYS' STORE

- 14.1. The Customer (being an individual) will have the statutory right to cancel the Contract within 14 days, starting the day after the Commencement Date (the Cancellation Period).
- 14.2. The Customer will need to notify Baileys that they wish to cancel the Contract. The Customer will need to cancel the Contract in writing, clearly stating their intention to cancel. The Customer may use the model cancellation form at the foot of these terms and conditions, but it is not obligatory. In any case, the Customer's statement should include the date the Services were ordered, their name, their address, and the date they requested the cancellation.
- 14.3. If the Customer requires Baileys to begin the Works within the Cancellation Period, Baileys requires the Customer to make an express request. In such cases, the Customer's right to cancel continues until either the end of the Cancellation Period or the completion of the Works, whichever is earlier.
- 14.4. If the Customer cancels during the Cancellation Period, Baileys will be entitled to payment by the Customer of a sum in proportion to the Services supplied until receiving notice of the decision to cancel, compared with the full coverage of the Contract.
- 14.5. The Customer's right to cancel the services will no longer apply once the Services have been fully performed.
- 14.6. After Baileys receives the cancellation notice, it will refund any money the Customer has already paid for the Services, subject to deductions according to sub-clause 14.4, within fourteen (14) days.

15. Cancellation

- 15.1. Except where clause 14 applies, Baileys require any notice of cancellation to be given at least 24 hours' notice prior to the appointment. If an appointment is cancelled by the Customer less than 24 hours before the appointment, the customer will be liable to pay an Abortive Visit Charge as per clause 4.2.

16. Right of Termination

- 16.1. Baileys reserve the right to terminate the Contract with immediate effect in the event of any of the following:
- 16.1.1. That the Customer becomes insolvent or enters some form of insolvency arrangement.
 - 16.1.2. That the Customer suspends, threatens to suspend, ceases, or threatens to cease to carry on all or substantially the whole of the Customer's business.
 - 16.1.3. That the Customer (being an individual) dies or, because of illness or incapacity (whether mental or physical), is incapable of managing the Customer's own affairs or becomes a patient under any mental health legislation.
- 16.2. If either Party breaches a material provision under this Contract, the non-defaulting Party may terminate this Contract immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
- 16.3. Without limiting Baileys' other rights or remedies, Baileys may immediately terminate this Contract by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 16.4. All notices of termination of the Contract should be submitted to the other Party in Writing.

17. Consequences of Termination

- 17.1. On termination of the Contract for any reason:
- 17.1.1. The Customer shall immediately pay to Baileys all outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, Baileys shall submit an invoice, which shall be payable by the Customer immediately on receipt.
 - 17.1.2. The Customer shall return all Baileys' Goods or parts which have not been fully paid for. If the Customer fails to do so, then Baileys may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safekeeping and will not use them for any purpose not connected with this Contract.
 - 17.1.3. The accrued rights and remedies of the Parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
 - 17.1.4. Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

18. Events Outside of Baileys Control (Force Majeure)

- 18.1. Baileys will use all reasonable efforts to carry out and complete the works on time but shall not be liable to the Customer or any third party if the works prove impossible due to events or circumstances beyond Baileys' reasonable control.
- 18.2. If the delay persists for such time as Baileys considers unreasonable, Baileys may terminate the Contract without liability on its part.

19. Complaints, Communication and Contact Details

- 19.1. Baileys strive for excellence in all its work and would appreciate every opportunity to resolve any dispute amicably.

19.2. To contact Baileys with questions or to make a complaint, please call on 01722 323457 or email info@rlbaileyltd.co.uk

20. Other Important Terms

- 20.1. If any of the provisions of the Contract are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Contract.
- 20.2. The Contract between the Customer and Baileys for the Works shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by the Customer, without Baileys' prior written consent.
- 20.3. No failure or delay by Baileys in exercising any of Baileys' rights under this Contract means that Baileys has waived that right. No waiver by Baileys of a breach of any provision of this Contract means that Baileys will waive any subsequent breach of the same or any other provision.
- 20.4. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either Party the agent of another party for any purpose. Neither Party shall have authority to act as agent for, or to bind, the other Party in any way.
- 20.5. A person who is not a party to the Contract shall not have any rights to enforce its terms.

21. Governing Law and Jurisdiction

- 21.1. This Contract shall be governed by and construed under English Law, and the parties agree to submit to the exclusive jurisdiction of the courts of England & Wales.

MODEL CANCELLATION FORM (for Individuals Only)

To R & L Bailey Limited, 48 Fisherton Street, Salisbury, Wiltshire, SP2 7RB

I/We* hereby give notice that I/We* cancel My/Our* contract of sale for the provision of Goods and Services.

**delete as appropriate*

Date of Order	
Works Details	
Customer Name	
Address	
Signature	
Date	

Print off and send this form to R & L Bailey Limited, 48 Fisherton Street, Salisbury, Wiltshire, SP2 7RB, or scan it and email it to info@rlbaileyltd.co.uk

Alternatively, you can just email Baileys with your cancellation request, including your name and address details.