



# ELEMENT PRO TERMS & CONDITIONS

**Effective Date:** 1 August 2025

**Element Pro** is a Trading Style of Element Pro Ltd

**Registered in England & Wales – Company No:** 16268501 – **VAT:** 494301883







## 1. Definitions

In these terms:

- **"Client"**: any individual, company, or organisation requesting or receiving services from Element Pro.
  - **"Element Pro" / "we" / "us" / "our"**: Element Pro Ltd (company registration: 16268501) and any subcontractors or authorised agents acting on its behalf.
  - **"Services"**: all works, advice, deliverables, and other output provided by Element Pro.
  - **"Agreement"**: the contract formed between the Client and Element Pro, incorporating these Terms.
  - **"Site"**: any premises or location where the Services are delivered.
  - **"Writing"**: includes email, SMS/text message, or any other permanent and accessible form of written communication. Verbal confirmations or phone calls do not constitute confirmation "in writing" unless followed by written confirmation.
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## 2. Acceptance of Terms

- These Terms apply to all Services provided by Element Pro and override any Client terms unless agreed in writing.
  - By engaging us, the Client agrees to these Terms in full.
  - No modification is valid unless in writing and signed by a director of Element Pro.
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## 3. Cooling-off Period and Cancellation Rights

- In accordance with the Consumer Contracts Regulations 2013, if you are a consumer (not a business client) and the contract was agreed off-premises or via distance communication (e.g. email, phone), you have the right to cancel this agreement within 14 calendar days from the date of acceptance without giving any reason.
  - To exercise this right, you must notify us in writing (email is sufficient) before the cancellation period expires.
  - If you request that we begin services during this 14-day period, you agree to pay for the portion of work completed up to the point of cancellation.
  - If the work has been completed within the 14-day period, you will be liable for the full cost.
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## 4. Estimates, Quotes & Scope

- Quotes are based on the information provided by the Client and are valid for 30 days.
  - Element Pro reserves the right to adjust pricing for:
    - Delays caused by the Client
    - Site access issues
    - Additional work not included in the original scope
  - Fixed-price quotes only apply where explicitly stated.
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## 5. Bookings, Cancellations & Access

- Bookings must be confirmed in writing. Cancellations with less than 24 hours' notice may incur a charge.
  - The Client must ensure:
    - Clear and safe access to the Site
    - That adults are present if minors or vulnerable individuals are on Site
    - Necessary permissions to carry out the work
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## 6. Payment Terms

- Payment is due within 14 days of invoice unless otherwise agreed.
  - We reserve the right to:
    - Request deposits before commencing work
    - Suspend or terminate work for non-payment
    - Apply late payment interest at 4% above the Bank of England base rate
  - All materials remain our property until paid for in full.
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## 7. Service Delivery & Delays

- We aim to deliver Services within agreed timeframes but shall not be liable for delays caused by:
    - Weather or site conditions
    - Third-party delays
    - Force Majeure events (e.g. fire, flood, labour disputes)
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## 8. Warranty & Defects

- We warrant that Services will be delivered with reasonable care and skill in line with industry standards.
  - The Client must report any issues within 14 days of completion.
  - Our liability is limited to:
    - Re-performing the Services where possible
    - Refund of fees paid for defective work (at our discretion)
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## 9. Liability

- Element Pro shall not be liable for:
    - Indirect or consequential loss (e.g. loss of rent, profits, or goodwill)
    - Damage caused by third parties or misuse of our work
    - Pre-existing faults at the property
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- Our total liability (whether in contract, tort, or otherwise) shall not exceed the lesser of:
    - (a) the total fees paid by the Client under this Agreement; or
    - (b) £10,000, except where the total contract value exceeds £10,000, in which case our liability is capped at the total contract value.
  - Nothing in these Terms limits our liability for death or personal injury caused by our negligence.
  - Clients are advised to hold adequate insurance to cover indirect losses, delays, or consequential costs not covered by this Agreement.
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## 10. Client Responsibilities

- The Client must:
    - Provide accurate information about the Site and work required
    - Ensure all permissions and consents are obtained
    - Notify us in advance of hazards (e.g. asbestos, electrical faults)
    - Secure pets, valuables, or sensitive data where relevant
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## 11. Referral Fees Disclosure

- We may receive referral fees or commissions from recommended third-party contractors, service providers, or suppliers.
  - This does not affect the impartiality of our recommendations.
  - Full transparency on referral fees is available on request.
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## 12. Data Protection / GDPR

- We comply with the Data Protection Act 2018 and UK GDPR.
  - The Client agrees that we may store and process personal data for:
    - Service delivery
    - Invoicing
    - Regulatory compliance
  - A full privacy notice is available on the footer of the website
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## 13. Complaints Process

- All complaints must be submitted in writing to [hello@elementpro.co.uk](mailto:hello@elementpro.co.uk) within 14 days of the relevant issue arising.
  - We will acknowledge the complaint within 3 working days and aim to issue a full response within 28 days.
  - If the matter cannot be resolved through our internal complaints procedure, and you are a consumer, you may refer the dispute to a certified Alternative Dispute Resolution (ADR) provider. Details will be made available upon request.
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- Element Pro is not currently a member of a mandatory ADR scheme but will consider participating in a relevant scheme in good faith where appropriate.
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#### **14. Insurance**

- Element Pro holds public liability insurance (£5M), employer's liability (£10M), and professional indemnity insurance (£1M).
  - Proof of insurance available upon request.
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#### **15. Subcontracting**

- We may use subcontractors to deliver parts of the Services.
  - Subcontractors are bound by confidentiality and quality obligations equivalent to ours.
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#### **16. Intellectual Property**

- All intellectual property created by Element Pro remains our property unless explicitly assigned.
  - The Client may not reproduce, resell, or license any deliverables without written permission.
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#### **17. Termination**

- We may terminate the Agreement if:
    - The Client breaches material obligations
    - The Client becomes insolvent
    - Work is suspended for more than 30 days due to Client delays
  - On termination, all fees for work completed become immediately due.
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#### **18. Force Majeure**

- We are not liable for failure or delay caused by events beyond our reasonable control.
  - In such cases, we reserve the right to defer or cancel Services.
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## 19. Non-Solicitation

- The Client shall not directly employ or contract any Element Pro staff or subcontractor within 12 months of service delivery without our prior written consent.
  - Breach of this clause may incur a recruitment fee equal to 20% of the individual's annual salary.
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## 20. Governing Law

- These Terms are governed by the laws of England and Wales.
  - Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.
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If you have any questions or would like to request modifications to these Terms, please contact: [hello@elementpro.co.uk](mailto:hello@elementpro.co.uk)

