K Electrical Solutions LTD
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TERMS AND CONDITIONS (Please read carefully).

Definition and basis of pricing

a) An estimate is an approximate price, calculated with reasonable care from available information, which may be given as a range or percentage variation. It constitutes an order to do the work within the price range. This will be used where an exact price is not required or is impossible to provide due to lack of information.
b) A quotation is an order to carry out the work specified at the price quoted. Once either a quotation or an estimate is accepted by the Client in writing, it is to be taken as a contract between the Company and the Client.
c) Schedule of work. An estimate or quotation will be compiled using the information supplied by the Client within the “schedule of work”. The Client is advised to ensure that the information provided is accurate. The Company reserves the right to recover any associated time and costs as a result of discrepancies within the schedule of work.
d) Any Order placed upon a Quotation or otherwise shall be accepted entirely at the discretion of the Company and if so accepted shall only be accepted upon these Conditions.
e) These Conditions shall apply to the Contract to the exclusion of any terms or conditions stipulated or referred to by the Client and shall prevail over any contrary, different or additional terms or conditions howsoever communicated.
f) No other agreement, representation, promise, undertaking or understanding of any kind unless expressly confirmed by the Company in writing shall add, vary or waive any of these Conditions.

Conditions

a) The price is based on normal working hours, Monday to Friday (08:00 – 17:00), unless otherwise stated.
b) Prices do not include any charges made by the supply authority unless otherwise stated.
c) All reasonable skill, care and diligence to be expected of a competent electrician will be taken in carrying out the work, this will mean floorboards and access panels screwed back. It does not include redecoration.
d) No provision is made for payment in rebooting systems. This is the responsibility of the Client.
e) No provision is made for interruption of supply or equipment and no cost will be entertained.
f) No provision is made for clearing away rubble/waste/recycling from Client’s property.
g) FLOORING: Although all reasonable care attention will be taken in regard to our Client’s flooring with the use of dustsheets, floor protector etc, we cannot be held responsible for debris e.g. brick, nails that may come in contact with the floor whilst work is being undertaken. Therefore, it will be the responsibility of the Client to work with and advise the Company when they have cleared away the working area and protected/removed all goods.
h) The Company’s liability to the Client under the Contract shall not in respect of any and all direct loss caused by the negligence of or breach of any obligation hereunder of the Company, its agents or employees exceed the Price.
i) The Company shall have no liability to the Client for any loss (including loss of profit or other economic loss (direct or indirect), indirect or consequential loss) or damage of any nature (howsoever caused) or loss or damage (contractual, tortious, breach of statutory duty or otherwise) arising from any breach of any express or implied warranty or condition of the Contract or any negligence, breach of statutory or other duty on the part of the Company or in any other way out of or in connection with the performance or purported performance of or failure to perform the Contract except for death or personal injury resulting from the Company’s negligence; or fraudulent misrepresentation.
j) The Company shall be under no liability for any delay or failure to perform any of its obligations under the Contract in the event of Force Majeure. Following notification by the Company to the Client of such event, the Company shall be allowed a reasonable extension of time for the performance of its obligations.
k) For the purposes of this Condition, "Force Majeure" means any act or circumstances beyond the Company’s reasonable control including, but not limited to Act of God, act of terrorism, war, rebellion, riot, sabotage, fire, explosion, flood, drought, failure of power supply or other utilities, lock-out, strike or other action taken by employees in contemplation or furtherance of a trade dispute or any change in legislation.

Variations

a) Unless otherwise stated in the estimate or quotation all variations in labour and/or material costs subsequent to the date of the estimate or quotation may be passed to the Client.
b) Variations or additional work required shall be detailed in writing by the Client as early as possible. Ideally this will enable a price variation to be prepared and accepted. Instructions for work to proceed, before such acceptance, shall be required in writing and taken to mean acceptance of charges on a time and materials basis. Should variations be necessary and the Client not available, whilst work is carried out in conjunction with other tradesmen, care will be considered to best solve the problems and this will be chargeable.

Payment

a) Unless otherwise stated in the estimate or quotation, the final date for payment shall be 7 days from receipt of invoice, which shall be submitted on completion of work.
b) Should the period of work be extended, monthly invoices for works completed and materials supplied or specially ordered and held will be submitted. Payment of these shall be due on receipt of invoice.
c) Materials supplied shall remain the property of the Company until paid in full.
d) Contracts over 3 days but less than 14 days will require 50% of the total on commencement and the remainder on completion. For any other durations of work, stage payments will be applicable on progress of work.
e) The Company shall be entitled to charge interest at the Barclays Bank Base Rate plus 6% per annum on outstanding payments from the date of delivery up to and including the date payment is received by the Company.
f) In the event the Client fails to make payments in accordance with the Terms and Conditions the Company shall be entitled, without prejudice to any other rights it may have, to suspend deliver or performance of any outstanding Orders (in whole or in part) without liability until payment is made in full of all outstanding sums.

g) It is the responsibility of the client to ensure that payments are received by the company. The Company will not be liable for fraudulent activity experienced by the client. Any such Fraudulent activity does not absolve the client from its contractual liability in making payment to the company.

Time of Completion

The Company shall endeavour to carry out the work in accordance with the dates specified on the estimate or quotation, or if no dates are specified, within a reasonable period of time. However, the company cannot be held responsible for any losses, damage or increase in cost due to delays beyond the control of the Company.

Guarantee

The Company will carry out the work to a standard at least in accordance with such relevant regulations at the time. The completed work will carry a 5 year guarantee against faulty workmanship. Installation materials such as electronic devices, luminaries and appliances are excluded from this guarantee.