

Jak Bollan Developments Limited Terms and conditions

General

These terms and conditions shall apply to all trading between the company and the customer or agent. Acceptance by us the company of your order, verbal or written is conditional upon acceptance by you the customer of the following conditions which override all other terms and conditions inconsistent therewith, express, implied or otherwise. No variation of these conditions shall be binding upon the company unless otherwise agreed in writing. Nothing in this contract shall exclude or limit any statutory rights of the customer which may be excluded or limited due to the customer acting as a consumer. Any provisions which would be void under any consumer protection legislation shall to that extent have no force or effect. The company shall not abide to 3rd party terms and conditions unless formal contracts have been signed between ourselves and 3rd party. Upon instructing the company to execute any form of works you are committing to abide by our terms and conditions and are fully aware of their content.

Interpretation

In these terms and conditions the following words have the following meanings.

“contract” means a contract which incorporates these terms and conditions and made between the customer and the company.

“customer” means the person, firm, company, agent or other organisation ordering the work to be carried out.

“deposit” means any advance payment required by the company in relation of works ordered by the customer.

“liability” means liability for any or all damages, claims, proceedings, awards and any other losses or liabilities.

“goods” means any product or accessory sold to the customer.

“substitution” means a product that is different from any specification in any estimate or quotation but is considered of equal quality and fit for purpose.

“site” means the customer's premises, buildings or structures within internal or external area occupied by the customer as landlord or tenant where the performance of the contract is to take place.

“E&OE” means Errors and Omissions Excepted and may be printed on the bottom of invoices or statements.

Liability

The customer agrees to indemnify and keep indemnified the company against all losses, lost profit, damages, claims, costs (including legal costs on a full indemnity basis). Actions and any other losses or liabilities suffered by the company and arising from or due to any breach of contract. Any intentional tortious act and or omission and or concealment of any relevant fact in connection with the contract any breach of statutory duty by the customer. The customer shall be liable for the acts and or omissions of its employees, agent, servants and or sub-contractors as though they were its own acts and or omissions under the contract.

Price Fluctuation

Prices quoted are those rulings at the date of sale or estimate or quotation and are subject to variation without notice.

Additional cost or extras

Additional cost or extras will be charged up to 3 times standard hourly rate plus materials. This is at the company's discretion. Current standard hourly rate £23.00+ vat

Cancellations

Contracts and orders may not be cancelled by the customer unless our prior written consent has been obtained. The customer agrees that goods made to standard and or special order cannot be cancelled and must be paid for in full.

Samples

Samples submitted and illustrations in catalogues and trade and or internet based literature must be accepted as showing types of class and general character only. Accessories supplied by the company shall be subject to manufacturer's standard guarantee period only. Accessories supplied by the customer or agent are not covered under any company guarantee period and are presumed to be fit for purpose. The installations of these items is carried out completely at the client's own risk and no claim for damages to fixtures, fitting or surfaces of the installation of aforesaid such items shall be accepted by the company.

Guarantee and warranty

The company offers no form of guarantee or warranties. We honour our workmanship for 4 weeks and rectification is required, following an assessment of interpretations. Any products installed which carry such warranties, i.e. ovens, hobs..., will carry the warranty offered by the manufacturer. If you wish to undertake any repairs under warranty the company will offer the details for such contact but will not get involved or act on your behalf in any form or circumstance. Installs undertaken by third parties under our management will be their responsibility to rectify under their own guarantee and warranty guidelines and no cost fall upon the company in any form for such rectifications.

Acceptance

Orders are accepted and terms for delivery given conditional on the company being able to secure the necessary labour and materials and without responsibility for delays arising through causes beyond the control of the company. The company shall have no liability to the customer for any delay and or non performance of contract to the extent that such delay is due to events outside the control of the company's reasonable control. Including but not limited to acts of god, war, flood, fire, labour disputes, strikes, sub-contractors, lock outs, riots, civil commotion, malicious damage, explosions, government actions, acts of terrorism and or any similar events. If the company is affected by any such event then time for performance shall be extended for a period equal to the period that such an event or events delayed such performance.

Deposit

A deposit of 50% of contract sum to be due on receipt of acceptance/order form or verbal instruction where the contract amount is up to £5k, subject to variation without notice.

A stage payment plan will be required for amounts between £5k and £15k, this will be divided into three parts with the first being required before works commence.

Stage payments for amounts above £15k and no more than £30k will be divided into four payment parts with the first being required before works commence.

Amounts totalling above £30k will have payment plans stated within the estimate. Stage payment intervals are at the company's discretion and may vary from the above to suit.

Without prejudice the company may ask for proof of funds before the contract begins.

Invoice Queries



All queries or disputes on invoices must be sent to the company in writing no later than seven days, including Saturday and Sunday, from the date of the invoice. E&EO errors and omissions on invoices shall be charged or credited to customers accounts as required.

Payment

Payment in full is required upon completion.

Overdue payment

If payment is overdue in whole or in part the company may (without prejudice to any other rights) recover or resell the goods and may enter upon the customer's premises by our servants or agents for that purpose. The customer shall not be entitled to withhold payment of any moneys due under this contract because of any dispute claim or counter claim the customer may have with the company or against the company in connection with the subject matter of this contract or under any other contract the customer may have with the company.

Interest

Interest maybe charged on any overdue accounts at 3% above base rate.

Vat

All prices are plus VAT at the rate in force at the time of payment unless clearly stated as inclusive price on estimates or quotations issued

Leasing

All queries regarding leasing an arrangements or payments made to third party agents must be made directly to them. The company has no liability for a lease agreement with a third party.

Specification

Specifications, quotations, sketches, drawings, submitted by the company are deemed designs, and as such are the property of the company and should not be disclosed to any other third parties contractor or agent of the customer.

Disclosure of Designs

Disclosure to or use of such designs submitted by the company that are used by any other contractor or agent will incur a charge of 6% of the total contract value.

Estimates and Quotations

All work listed estimates or quotations is valid for acceptance for 30 days from date of issue unless otherwise stated. Estimates are accepted on the basis that should any existing structure or housed item that directly affects the estimate work be sub standard for the additional work then additional charges will be incurred over and above estimated costs to bring these items up to standard. All final positions of accessories are to be general and to be positioned at the discretion of the company otherwise stated in any formal customer specification issued to the company prior to the commencement of the contract. The acceptance of any estimate/quotation or specification does not guarantee or infer a reduced insurance premium nor infers any liability for loss whatsoever or however caused.

Ownership

All equipment and or goods/materials supplied remains the property of the company until paid in full and title only passes to the customer on receipt of all outstanding balances.

Making Good

Making good of plaster work, masonry, ceramic tiling, specialist surface finishes or decorations internal or external shall not be included in estimates or quotations unless specified.

Specified Making Good

Making good decor/plastering is only to areas around accessories supplied and installed by the company excluding accessories supplied by the customer and may require hand finishing by the customer or the appointed contractor to facilitate.

Fabric of buildings

The fabric of all buildings remains the sole responsibility of the owner to uphold. Where damp and salts efflorescence are present they remain the sole responsibility of the owner. The company accepts no responsibility for such even after treatments.

Substitutions

The company reserves the right to substitute equipment and or goods of an equal standard as required at their discretion.

Additional Works

Additional works carried out to satisfy any instructions issued by the local authority or customers are additional to estimates or quotations and as such are chargeable items at the current day work rate along with additional goods required.

Repairs

All repairs and or call outs of whatever nature carry no extended warranty and or guarantee unless new goods are installed and subsequently fail within the manufacturers guarantee period.

Goods/Equipment Failure

Goods and or equipment failure within the manufacturers warranty period is subject to the manufacturers terms and conditions and warranty statement. The company at its discretion may charge normal rates to carry out removal and replacement of such items. Repeated call outs to the same fault that are not attributed to faulty equipment or workmanship shall be deemed as chargeable calls. Repairs of damage to accessories caused by misuse, theft, vandal damage or neglect are not covered under any guarantee and are chargeable at normal rates.

Regulations

Where building regulations and planning approval is required this is the sole responsibility of the client or client representative to uphold and no liability is upon the company for any form of responsibility for none compliance or negligence of such regulations dictated by local and national governing bodies for any form of work undertaken.

Hired in Plant and Equipment

The hiring of additional plant and or access equipment to facilitate safe working practices is additional charge at cost to estimates and quotations unless specified. The customer shall be responsible for the security of hired in plant and equipment that has to be left over night or out of normal working hours for contractual reasons on the customers site property. The customer shall indemnify the company against all claims in respect of loss or damage to any hired in plant or equipment.

Loss or Damage to Fixtures and Fittings and or Concealed Services

The company shall not be liable for loss or damage howsoever caused to existing decorations, fixtures, fittings and furnishings, jewellery, valuables, shelving, electrical/electronic goods, glazing, mirrors, carpets, carpet gripper rods, ornaments, keys, paintings, prints pottery, china, crystal, sanitary ware, kitchen ware, utensils, contents of refrigerators or freezers, pets, plants, external garden areas, fences, gates, walls, driveways, patios, paved areas or concealed services e.g underground electricity supply cables, gas service supplies, concealed ductwork or internally fixed gas/water/electrical/media supplies howsoever caused during any installation process excavations etc. The customer shall indemnify the company against liability or any claim made by a third party in respect of lost services e.g gas service,



electrical service, water service, telecommunication/media service, radio link service or any other unidentified hidden and or buried service or vehicle access, driveway, roadway or pedestrian access to neighbouring property or site adjacent or within a fifteen mile radius of the site.

Disposal of Waste

Waste products e.g. manufacturers packaging, redundant fittings, heating equipment and or appliances, fibre glass insulation, cabling, ducting, metal bracket and fixings, storage vessels, light bulbs, batteries, motors, refrigerant, oil, pipe work, spoil, rubble, shall not be removed from site on during or on completion of contracts unless specified or agreed in any quotation/estimate. Additional charges will be incurred should the customer require any of the above to be disposed of to cover any licenses, transport, additional labour requirements, costs incurred in conforming to health and safety and or local authority regulations and CoSHH requirements.

Cleaning

At all time properties will be left in a reasonable condition following works. Subsequent cleaning maybe required dependent upon expectation of tenant/client. This is not account for unless stated and would be of further cost to the client at the companies discretion.

Fire safety and door installs

Although are best efforts are made to install the items requested, to standards outlined, return visits could be required. This can be due to the different interpretation of the wording and tolerances of any inspector/agent. We aim to keep our cost competitive and for that reason no allowance, in any form, is made for any return visits to add additional items and/or ease and adjust any door installed. We are not liable for the cost of any additional items or labour to install them in any form, and/or easing or adjust of closers once first installed. All interpretations are that of the agent instructing the works and not of the company. We only offer practical guidance on fitting the items requested.

You must also be clear that any lack of tolerance may result in items not functioning correctly or being restricted in the operation by elements out of our control, such as an air vacuum to a room.

General Works Orders

All general works orders are left to the company's interpretation and discretion. The company shall not be liable in any way for the miss interpretation of a works order which requires ourselves to establish the issue at the site. Further works requested will incur additional charges at normal rates plus goods. If a maximum cost for works is not stated upon the works order the company will assume, within reason that works are to be complete whatever the cost may be. Applicable commissions maybe hidden within cost, via agent terms of works and or instruction.

We reserve the right to charge statutory interest and commission under the Late Payment of Commercial Debts (Interest) Act 1998 if payment is not received by the due date.

GDPR

Privacy policy in place and available on request

These terms and conditions are subject to change at the discretion of the company

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