

Terms & Conditions

Welcome to MK Electrical installations and Controls LTD Below you will find our terms and conditions, by continuing to browse and use this site, you are agreeing to comply with and be bound by the terms.

The use of this website is subject to the following terms & conditions: –

The Content of the pages of this website, is for your general information and usage only, subject to change without notice.

Calls may be recorded for training and monitoring purposes

We charge per hour on site at the price quoted, and a minimum of one hours labour will apply once the engineer has attended site (The hours labour will also apply if we attend site and are turned away due to the problem being sorted, with no prior notice). Our minimum charge for the first hours labour starts from £89.00 + VAT (emergencies, weekends and evenings are charged higher) Once the Job has been booked in any cancellations with less than 1Hrs prior notice will be charged at the full quoted hourly rate +VAT

PLEASE NOTE.

It is expected that the property relating to the works request is to be occupied during the time slot issued by the control centre when the booking was made. If nobody is present and no notifications have been made to our control centre the full quoted hourly rate will be charge to the cardholders account for Non attendance.

If our engineers should attend site and it has transpired that the works have been completed by others for whatever reason the full hourly rate will be applied to the card holders account.

CANCELLATIONS

Cancellations of a works request can be requested at ant time providing sufficient time is given with no financial penalty issued. However if less than one hour prior to our engineers arrival time slot, then the full charge of the booking price plan will be applied to the card holders account.

This is to cover a portion of our engineers time, travelling expenditure and we would be able to fulfill our duty to other customers.

All quoted works are subject to a site survey and VAT will be applied to the full price of all jobs.

Once you have accepted our quotation and given go ahead to complete the work with either a debit/credit card or purchase order, you are agreeing to have the job completed and to pay for any subsequent materials. If we need to re-quote for any reason, then there is no obligation to continue with the job, however there will be a £45.00 + VAT cancellation charge. (At our discretion) If the price of the job stays the same as the original quotation and you choose to cancel – any materials ordered prior to receiving your cancellation will need to be paid for in full. Your use of this site and any disputes arising out of such use of this website, is subject to the laws of England, Northern Ireland, Scotland & Wales.

All goods fitted or supplied by MK Electrical Installation and Controls LTD will remain the property of the company until paid for in full by the customer or person who booked the job in with us for works to be carried out.

Our site changes regularly

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site (including the contents of any advertisement placed on our site) may be out of date at any given time, and we are under no obligation to update such material.

Our liability

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we and third parties connected to us hereby expressly exclude:

All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

Any liability for any direct, indirect or consequential loss or damage incurred by any person in connection with our site (including in relation to the goods and services referred to on it) or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:

loss of income or revenue;

loss of business;

loss of profits or contracts;
loss of anticipated savings;
loss of data;
loss of goodwill;

wasted management or office time; and

for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

For the avoidance of doubt, our site provides contact details for Electricians only. Any contract entered into for services (whether as detailed on our site or otherwise) is made between you and the relevant Electrician. We are not responsible whatsoever for the services provided by any Electrician contacted using details from our site and we shall not be liable for any loss or damage howsoever occurring which is suffered by you in relation to any work carried out or action taken by an Electrician.

All Electricians shall comply with the following requirements while they are registered on our site and have their contact details listed on our site:

Each Electrician shall carry out all services with reasonable care and skill.

Each Electrician shall charge the agreed fixed prices for the services as detailed on our site.

Each Electrician shall perform all installations of electrical items, including but not limited to electric cookers, ovens and hobs, in accordance with the manufacturer's instructions and best practice guidance where available, and use professional judgement in completing installations. Electrical installation work shall be done in accordance to 17th IEE Regulations.

Each Electrician shall maintain their Part P registration at all times. If at any time an Electrician ceases to be registered on a Part P scheme, they should immediately inform us by email at info@mkelectricalinstallations.co.uk or

Info@synewaves.net

Where we (at our sole discretion) consider it to be in the best interests of our site and its remaining Electricians, we may revoke the registration of any Electrician and remove their details from our site. Such circumstances may include (but are not limited to) the following:

an Electrician's bankruptcy or insolvency;

an Electrician failing to comply with any provision in these terms of use;

an Electrician suffering reputational damage (where we consider that our own site's reputation may be damaged by association with the Electrician); or

where we receive credible complaints about the quality of goods and services provided by an Electrician and we consider that our site's reputation may be damaged by the continuing registration of the Electrician.

In the event that we revoke the registration of any Electrician, we may at our sole discretion refund the Electrician's membership fee calculated pro rata according to the number of whole months remaining in the membership year.

Each Electrician shall indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with:

any breach by that Electrician of these terms of use; and

any claim made against us by a third party arising out of or in connection with the provision of electrical goods and services to the third party by that Electrician.

Viruses, hacking and other offences

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a

distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

Linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our site other than that set out above.

Links from our site

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

Jurisdiction and applicable law

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these terms of use in your country of residence or any other relevant country.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Variations

We may amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

MK Electrical will supply, install, connect and test all equipment and accessories, as detailed in the estimate or quotation, as required to meet the performance of that equipment or system.

Equipment or accessories supplied by the customer, shall not be guaranteed by MK Electrical.

Payment terms will be as the submitted quotation or estimate, payment is due on completion of works unless prior agreement has been made. Steps will be taken to recover outstanding payments, after a one month period from the date of submission of the invoice.

Equipment or accessories supplied by the customer, shall be installed in good faith, and be complete with all parts and instruction manuals necessary, but no guarantee will be made by MK Electrical for that equipment.

All equipment supplied and install by MK Electrical shall be guaranteed for a period of 12 months from the date of completion for the installation. This guarantee does not apply to consumables, such as lamps and batteries.

Where the installation of equipment and accessories is under the direct control of MK Electrical, all reasonable measures shall be taken in order to meet the agreed completion dates, MK Electrical will not be held responsible for late delivery of equipment or accessories.

Common law will govern all contracted work by MK Electrical.