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Version 1.2

Terms and Conditions.

The 'Company' shall mean Kendrick Electrical Services Limited.

The 'Customer' shall mean the person or organisation for whom the Company agrees to carry out works/and or supply materials.

- 1. The Company reserves the right to refuse or decline work at its own discretion.
- 2. The Company do not make any allowances for re-decorating or re-plastering in any capacity. Upon completion of works the work area will be left clean and tidy.
- 3. Lifting of carpets/flooring will be carried out by the company. Whilst every care will be taken, we cannot accept responsibility for carpets replaced not as originally fitted.
- 4. The customer is to advise the Company in writing of the location of any asbestos or asbestos type material that can be found on the premises. Should asbestos or a material suspected of being asbestos is found in areas other than where previously documented, the Company reserve the right to request that samples of the material are tested in accordance with the Control of Asbestos Regulations 2006 at no cost to the Company. The customer must make available their premises asbestos registers as per The Control of Asbestos Regulations 2006.
- 5. The customer is to advise the Company of the location of any concealed water, gas, electrical, telephone or other services prior to the commencement of the installation work. In the absence of such advice, the Company cannot accept liability for damage to these services or consequential loss due to the services being damaged
- 6. Where a written estimate has been supplied to the Customer, the total charge to the Customer should not exceed the time quoted in the estimate by more than 20% although it will be revised in the following circumstances:
 - 6.1. If after submission of the estimate the Customer instructs the Company (whether orally or in writing) to carry out additional works not referred to in the estimate.
 - 6.2. If after submission of the estimate it is discovered that further works need to be carried out to comply with the current edition of BS7671.

- 7. Estimates are only valid for a period of 30 days from the date of the estimate.
- 8. Should the company not be able to enter the property at the time of the confirmed appointment due to no fault of the Company. The Customer will be subject to a charge of £75
- 9. Credit terms will be agreed with the customer before works commence in written / verbal communication.
- 10. Invoices are due for payment within 7 days upon receipt of the invoice, unless there has been an alternative written agreement.
- 11. Domestic projects not exceeding £200 will require a deposit payment of £30 to book in the works. Projects exceeding £200 will require a 30% deposit payment for the works to be booked in. This amount will need to be received 1 week prior to the works commencing.
- 12. The Company reserve the right to withhold any test certificate until final payment has been made.
- 13. The Company offers a guarantee (the Guarantee) on all work performed by the company for a period of 12 months (the Guarantee Period) from completion of the works.
- 14. All products and materials are covered by their manufacturer's standard warranty. However, the manufacturer's warranty does not cover labour cost for replacement products to be fitted after 12 months of the installation date.
- 15. The Guarantee shall be for labour only in respect of faulty workmanship for 12 months from the date of completion with the manufacturer's warranty in force for materials used.
- 16. The Guarantee will be null and void if the work/appliance completed/supplied by the Company is:
 - 16.1. Subject to misuse or negligence.
 - 16.2. Repaired, modified or tampered with by anyone other than the Company.
 - 16.3. The Company will not guarantee any work undertaken on instruction from the Customer against the written or verbal advice of the company.
 - 16.4. The Company will accept no liability for, or guarantee suitability, materials supplied by the Customer and will accept no liability for any consequential damage or fault.

- 16.5. Work is guaranteed only in respect of work directly undertaken by the Company and where payment in full has been made.
- 16.6. Any non-related faults arising from recommended work which has not been undertaken by the Company will not be covered under this Guarantee.
- 16.7. Should the Company agree to carry out works on installations of inferior quality, no warranty is given in respect of such works and the Company accepts no liability in respect of the effectiveness of such works or otherwise.
- 17. These terms and conditions may not be released, discharged, supplemented, interpreted, varied or modified in any manner except by an instrument in writing signed by a duly authorised representative of both the Company and Customer. Further, these terms shall prevail over any terms and conditions used by the Customer or contained or set out or referred to in any documentation sent by the Customer to the Company; by entering into a contract with the Company the Customer agrees irrevocably to waive the application of any such terms and conditions.
- 18. The company reserve the right to use photographic imagery of works completed and ongoing, for company content. Should you not wish for us to use imagery relating to your property, please confirm this in writing.
- 19. These terms and conditions and all contracts awarded between the Company and Customer shall be governed and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English Law.

These terms and conditions do not affect your statutory rights.