

Terms and Conditions

1. DEFINITIONS

For the purpose of these Terms and Conditions, which thereafter may be referred to in this document as "T & C", the following words shall have the following meaning:

1.1. "We", "Us", "Our", "Company" shall mean Laurelle & Cole Ltd which is the trading name of Laurelle & Cole Ltd, the company registered in England and Wales under number 10577597 and operating under the laws of England and Wales, with the registered address at the 40 Bloomsbury Way, Lower Ground Floor, London WC1A 2SE.

1.2. "You", "Customer", "Client", "He", "She" shall mean the recipient of services and goods provided by Laurelle & Cole Ltd or a representative of Laurelle & Cole Ltd with whom has entered into Agreement.

1.3. "Agreement"- shall mean the agreement between the Client and The Company wherein The Company undertakes to provide services and materials (thereafter called "Works") to the Customer for a payment which the Customer agrees to pay under these Terms and Conditions as per details contained in Quotation and / or Work Order or verbally agreed.

1.4. "Works" - shall mean services and materials to be provided by the Company as described in Quotation and/or Work Order or in any other written or verbal agreement and any other associated labour including making good, cleaning up, testing and other services provided by Laurelle & Cole Ltd

1.5. "Operative"- shall mean the representative of The Company, engineer or other person dispatched by the Company to carry out the Works.

1.6. Site: shall mean the area where within the Works are to be carried out.

1.7. Chargeable Time: the amount of time from the time the Operative arrives to the site until the time he/she leaves the site on completion of the Works counted for each Operative separately, unless agreed differently.

1.8. Cancellation Period - shall mean the time until 5 pm the day prior to the scheduled visit or within 10 minutes from the confirmation of booking by phone or email if booked for a call-out.

1.9. "The Website"- shall mean the www.laurelleandcole.com website.

1.10. "In writing" shall mean correspondence by email or any document which is set out in a hand held device and any signature on a hand held screen, in addition to written documents.

1.11. Words importing the masculine gender shall also include the neuter and the feminine gender and words importing the singular number include also the plural number, where the context so requires.

2. BOOKING and ACCEPTANCE OF AGREEMENT

2.1. Booking can be requested for by telephone, email or other electronic means accepted by The Company.

2.2. The Client confirms acceptance of the Terms and Conditions by:

2.2.1. Requesting a Booking by a telephone, email, Website or any other acceptable means;

2.2.2. Signing the Work Order sheet and/or the Quotation;

2.2.3. Booking a site visit for the purpose of a quotation or assessment.

3. CANCELLATIONS

3.1. Cancellation within the Cancellation Period: The Customer may cancel the scheduled appointment by phone or e-mail without incurring any charges if received by the Company within the Cancellation Period.

3.2. Cancellation after the Cancellation Period: If the cancellation is made after the Cancellation Period then the Customer shall be liable for any related expenditure or liability

incurred by the Company towards providing of the Works in addition to the administrative charge of £50.00, and the minimum charge, and particularly for the cost of provided or ordered materials, site visits, transport and parking charges and time the Operative spent on attending to the Works.

3.3. If the Customer fails to ensure unhindered access to the site and in result the Operative cannot carry out the Works at the scheduled time, the visit shall be considered as cancelled after the Cancellation Period and the Client will be charged accordingly.

3.4. The Company reserves the right to cancel and/or reschedule any visit at its own discretion without being held liable for any costs or loses incurred by the Client in the result thereof;

3.5. The Company endeavours to make its best efforts to ensure that the Operative attends the site on the date and time agreed. However, the Company accepts no responsibility in the event of non- or late attendance or non- or late delivery of materials.

4. CHARGES

4.1. Works carried out by the Company can be charged to the Customer at hourly rate or at fixed price.

4.2. Charging at the hourly rates

4.2.1. Total charge to the Customer shall consist of the charge for the Chargeable Time for each Operative charged in accordance with the Company's current hourly rates and the cost of the materials supplied by the Company, parking and other related charges including handling and delivery charges.

4.2.2. There is a minimum charge for 1 hour for every job unless quoted otherwise; thereafter charges are billed in 1 hour intervals for every commenced interval. If the time of work extends to a period of a higher charge rate then the Customer will be charged for that period at that higher rate unless it has been agreed to carry out the remaining works at another time.

4.2.3. If the Operative has to leave the site or stop the work to attend to matters not related to the Works, he shall inform the Client and the time that he spends attending to these other matters will not be counted as chargeable time.

4.2.4. Time spent on procurement of materials and parts which we do not keep in stock is chargeable as working time charged at the standard rate under the following conditions:

4.2.4.1. Time of collection is kept to a reasonable minimum.

4.2.4.2. The Customer should be informed (if possible) whenever there is a need for the Operative to leave the site.

4.2.5. If the time spent on collection of materials or spare parts is likely to be prolonged due to unavailability of the part at that time, traffic delays or any other reason, the Client may decide to abandon the procurement. The Operative may be called back to the Site to complete the works which are possible without the unavailable materials or spare parts. In that event the Company shall be paid in full as agreed beforehand.

4.3. Any parking and congestion charges will be passed on to the Customer as an extra charge and above the cost of works and materials.

4.4. Charging at fixed price

4.4.1. Fixed price works shall be charged as a firm cost including labour and materials according to the Quotation provided by the Company or as a bilaterally agreed amount confirmed in writing or by phone in the case of emergency call out.

4.4.2. Estimates provided over the phone or via e-mail at the time of booking of the visit on the basis of the information provided by the Customer are for informative purpose only and are not binding for the Company.

4.4.3. Where the Company can supply an estimate, it is under no obligation to provide quotations.

4.4.4. Any change to the scope of work needs to be agreed upon by both the sides.

4.5. Revision to the Quotation may occur if:

4.5.1. There has been a change of scope of work on the Client's request or due to need for compliance with law, health and safety, building or other regulations currently in force.

4.5.2. There's been substantial increase in the price of parts or materials since the original Quotation.

4.5.3. Additional works need to be carried out which were not taken into account in the original Quotation.

4.6. Any works not mentioned in the Quotation should only be carried out with the consent of the Client and will be charged separately according to the current price list or at the hourly rates.

4.7. If for any reasons not dependent on the Company the undertaken works cannot be fully completed, the Client will be charged for all the supplied materials and the work carried out at hourly rate unless agreed otherwise.

4.8. All quoted rates are subject to VAT at the current rate.

5. PAYMENT

5.1. By entering with Us into agreement You declare that:

5.1.1. You will pay the charges incurred by you or in consequence of your instructions.

5.2. In the event the value of materials, parts or equipment required to carry out the Works is above £500 we may require a deposit of the full amount

5.3. Payment shall be due within 7 days on delivery of the Invoice on completion of the Works. Except where works exceed £500, where a payment schedule may be required. Where applicable payment schedules will be agreed between the Customer and The Company prior to commencement of works.

5.4. We accept BACS transfer or by cash paid to our Operative. We also accept Cheques made out payable to Laurelle and Cole Ltd.

5.6. Deposits made at the time of booking will be set off against the payment due to the Company at the time settling of the account.

5.7. No certificate shall be issued by the Company until final settlement of accounts.

5.8. If the full payment has not been received within 30 days after presentation of the invoice the Company reserves the right to charge the Client late payment fee of £70 and interest 8% above the current Bank of England base rate in accordance with the Statutory Late Payment legislation.

5.9. The Company reserves the right to engage a third party company to collect the dues on its behalf if the outstanding amount has not been settled within 60 days from the presentation of the invoice and, in this event, costs incurred to collect the payment will be added to the outstanding invoice amount and claimed from the Client.

6. WORKING CONDITIONS

6.1. The Customer shall be responsible for providing a safe working environment and unhindered access to the site and attended to places or part of installation at the time of and throughout the scheduled visit of the Operative.

6.2. The Customer shall be responsible for obtaining all necessary consent, easements or way leaves, licenses, permits or other authority necessary for the execution of Works as and when required.

6.3. If the Customer fails to ensure unhindered access to the site by the Operative and as a result the Operative cannot gain access to the site, the Customer will be charged for the time spent awaiting access or for 1 hour labour, whichever is greater in addition to any parking/congestion charges.

6.4. The Client is expected to allow access to electrical power, running water and toilet facilities to Operatives of the Company where reasonably possible.

6.5. The Customer shall ensure that all valuable and fragile items are either removed from the site or are sufficiently protected against accidental damage at the time when Works are carried out.

6.6. The Company reserves the right to refuse to re- position particularly bulky or heavy items or where there is higher than accepted risk of damage to the item or due to health and safety risk to the Company's Operatives.

6.7. As a measure of routine we may take photographic images of the site or take notes of condition of the site. These images will be for the purpose of documenting the site prior to the commencement of works, any pre-existing damage that may exist and for the condition of completed works. All images will be kept confidential and destroyed after a reasonable period of time assumed to be when the relevant warranty expires.

6.8. Materials, fittings, fixtures and other will be provided by the Company as per the specifications detailed in Quotation, Work Sheet or other documentation accepted by both the sides. In the absence of such specifications the materials, fittings, fixtures etc. will be supplied at the sole discretion of the Company.

6.9. If the Customer requires a different fitting or fixture than the one supplied, the Company will replace it at the Customer's expense, subject to suitability and availability.

6.10. Position of fittings, light points, switches, routes of cables, pipes and other parts of installations if not specified prior to commencement of the Works shall be determined by the Operative at his own discretion in accordance to Building Regulations and common practice

7. COMPLETION OF WORKS.

7.1. The Operatives shall take utmost care and attention to maintain the site's safety and tidy whilst carrying out the work and on completion of the Works will make best reasonable effort to bring the site to a clean and tidy condition.

7.2. The Company shall not be under any obligation to make good, decorate or re-decorate affected areas including, core hole cuts, chases, chisel marks and other damages made to walls, flooring or decorations to accommodate installations or restore the site to pre-works condition.

7.3. The Customer shall inspect the Works upon completion and if he considers that the Works or any part thereof are not in accordance with the Agreement, he shall intimate to the Company within 14 days from completion of the works by giving notice in writing. In such event the Customer must give the opportunity for the Company to inspect such Works and carry out necessary remedial works if appropriate. If no such notice is received by the Company within 14 days from completion of the Works it shall be presumed that Works have been carried out to the satisfaction of the Client and no further liability arising there from shall be placed upon the Company

7.4. The Customer shall be responsible for removal from the site and proper disposal of all waste materials, debris, removed equipment, installations and parts thereof resulting from the Works, unless agreed otherwise.

8. GUARANTEES

8.1. Subject to conditions specified below, the Company will provide guarantee in respect of workmanship for the period of 12 months for new installations, while all materials, parts and equipment supplied or installed within the Contract carry standard manufacturer's warranties.

8.2. The guarantee shall become null and void if the Works carried out by the Company or appliance, equipment or installation supplied by it have been subject to misuse or negligence, repaired, modified or tampered with by anyone other than the Company's Operative.

8.3. The Company does not provide warranty on:

- 8.3.1. Any materials and parts, which are covered by the manufactures guarantee.
- 8.3.2. Any works carried out on installations of inferior quality or over ten years old
- 8.3.3. Any works which have not been completed for the reasons not dependent on the Company.
- 8.3.4. Any temporary repairs
- 8.3.5. Any defects due to normal wear and tear, consumable materials like light bulbs and fuses.
- 8.3.6. If the Operative attends the site to carry our remedial works related to a failure of materials or parts not covered by the Company's warranty the Customer shall be charged for such works at prevailing rates.
- 8.3.7. Works carried out by subcontractors.

9. PRIVACY POLICY

- 9.1. The Company may collect and store personal information of the Customers which was voluntarily provided by them through the Website, telephone, emails or other means for the purpose of maintaining of record of business transactions, in accordance with the current provisions of law
- 9.2. All phone calls to and from the Company's phone numbers may be recorded for the purpose of quality and training, and maintaining of evidence and details of business transactions
- 9.3. No private data information is shared by the Company with any third party unless explicitly required by law.

10. SUBCONTRACTORS

- 10.1. The company takes no responsibility for works carried out by sub contractors. If a discrepancy or dispute occurs regarding work carried out by a subcontractor then it will be resolved between the client and the subcontractor.

11. FORCE MAJEURE

- 11.1 The Company shall not be under any liability if it transpires to be either impossible of impracticable to carry out the Works on the terms agreed for reasons beyond the control of the Company and particularly in the event of strike, industrial dispute, war, crime and acts of God.