

Terms and Conditions for Electrical and Home Improvement Business

Introduction

1. These terms and conditions ("Terms") govern the use of services provided by HK Electrical And Home Improvements LTD ("we" or "us") to our customers ("you"). By engaging our services, you agree to be bound by these Terms.

Services

2. We provide electrical and home improvement services, including but not limited to installation, repair, maintenance, and replacement of electrical systems and components, as well as general home improvement services such as painting, flooring, and carpentry. We will provide these services with due care and skill, in accordance with industry standards, and in compliance with applicable laws and regulations.

Period of Agreement

3. This agreement shall be effective from the date of signing and shall continue until the completion of the services.
4. Either party may terminate this agreement at any time by giving written notice to the other party.
5. In the event of termination, we will invoice you for all work carried out up to the date of termination, and you will be required to pay for such work within 14 days of the invoice date.
6. If you wish to amend or vary the services to be provided, you must provide written notice to us, and we will provide a revised estimate for the work to be carried out. Any changes to the scope of work must be agreed upon in writing by both parties before proceeding.
7. This agreement is subject to the laws of the jurisdiction in which the services are to be provided, and any disputes arising out of or in connection with this agreement shall be subject to the exclusive jurisdiction of the courts in that jurisdiction.
8. If you have any questions or concerns regarding the period of agreement, please do not hesitate to contact us.

Waste Disposal (Optional)

9. Unless otherwise agreed in writing, waste disposal is not included in our services. It is your responsibility to dispose of any waste generated during or after our services, unless we have agreed to do so in writing. If we agree to dispose of waste generated during the course of our services, we will do so in accordance with all applicable laws and regulations and at an additional cost to you. Please contact us in advance if you require waste disposal services.

Fees and Payment

10. We will provide you with a quote for our services, which will include our fees and any applicable taxes. You agree to pay the quoted amount in full, unless otherwise agreed in writing. Payment for our services is due within 14 days of completion, unless otherwise agreed in writing. If the Customer fails to make any payment on the due date then we shall be entitled to charge the Customer interest which shall accrue from day to day, (both before and after any judgment) on the amount unpaid at the rate of 4% above the Bank of England base rate from time to time until payment in full is made.

11. In the event that payment is not made within 14 days of completion, we reserve the right to suspend any further work until payment is received in full. We also reserve the right to recover any additional costs incurred as a result of the delay in payment.
12. All payments should be made in the currency specified in the invoice and by the payment method specified in the invoice. If you have any questions or concerns regarding payment, please contact us as soon as possible.
13. For works with a total value between £500 and £2000, a deposit of 25% of the total value is required before we commence work. For works with a total value of over £2000, a deposit of 20% of the total value is required before we commence work. The deposit must be paid by the date specified on the invoice or as agreed in writing.
14. The deposit is non-refundable unless we are unable to complete the works for reasons beyond our control. In such cases, we will refund the deposit to you in full.
15. The remaining balance for the works will be due within 14 days of completion, unless otherwise agreed in writing. We reserve the right to charge interest on any overdue payments at a rate of 4% above the Bank of England base rate from time to time until payment in full is made.
16. If you have any questions or concerns regarding the deposit or payment, please contact us as soon as possible.
17. Any Quotes issued are valid for 30 days from issue date unless agreed otherwise.

Additional Works

18. If during the provision of our services, additional work is required that is not covered by the original scope of work, we will provide you with a written estimate of the additional costs involved. We will not carry out any additional work without your prior written approval.
19. If you request additional work to be carried out during the provision of our services, we will provide you with a written estimate of the additional costs involved. We will not carry out any additional work without your prior written approval.
20. We reserve the right to refuse to carry out any additional work if we believe that it is beyond our expertise or if it poses a safety risk. We will not be liable for any delay in the provision of our services resulting from your request for additional work or your failure to provide timely approval of additional work.
21. Any additional work carried out will be subject to these terms and conditions. The same warranty and liability provisions that apply to the original scope of work will also apply to any additional work.

Consequential Loss

22. We will not be liable to you for any indirect or consequential loss, damage, costs or expenses arising out of or in connection with the provision of our services, including but not limited to loss of profits, business interruption, loss of data, loss of goodwill, or any other loss or damage of any kind whatsoever.
23. This exclusion of liability applies even if we have been advised of the possibility of such loss or damage. Our liability to you will be limited to the value of the services provided to you.
24. Unless we are responsible for it, we will not be liable for any damage caused by a system breakdown or failure, such as water leaks or other damage resulting from the failure of electrical or plumbing systems.
25. If we need to dig a hole during the provision of our services, we will fill it back up to a level surface. However, we cannot guarantee that we will be able to replace the original finished surface or structure exactly as it was before.
26. If we need to chase any walls for access, the holes will be filled back in but not to a finished standard unless agreed otherwise.
27. We are not liable for any damage caused by the need to access systems during the provision of our services, such as removing a bath panel which may damage the panel or surrounding area. However, we will inform you before commencing any work that may result in potential damage.

28. Nothing in these terms and conditions excludes or limits our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.
29. If you have any questions or concerns regarding the exclusion of consequential loss, please contact us as soon as possible.

Appointment Changes and Cancellation

30. We understand that unforeseen circumstances may arise that require you to change or cancel your appointment. We ask that you provide us with at least 24 hours' notice if you need to reschedule or cancel. If you fail to provide us with adequate notice, we reserve the right to charge a cancellation fee.

Liability and Warranty

31. We will take reasonable care in providing our services. We will not be liable for any direct or indirect damages resulting from the provision of our services, except to the extent required by law. We do offer a warranty on our services for a period of 6 months, subject to the terms and conditions of the warranty. This warranty covers defects in workmanship and materials, but it does not cover damages caused by normal wear and tear, misuse, or abuse of the products or services we provide. If you encounter any issues with our services during the warranty period, please notify us as soon as possible. We will make reasonable efforts to rectify the issue promptly and to your satisfaction. Our liability under this warranty is limited to the cost of the services we provided

Intellectual Property

32. All intellectual property rights, including but not limited to copyrights, trademarks, and patents, in relation to our services and any materials we provide, remain our property. You agree not to use or reproduce our intellectual property without our prior written consent.

Confidentiality

33. We will treat any information provided by you in connection with our services as confidential. We will not disclose your information to any third party, except as required by law or with your consent.

Termination

34. Either party may terminate the agreement for our services at any time by giving written notice to the other party. Upon termination, you agree to pay us for any services provided up to the date of termination.

Governing Law

35. These Terms are governed by the laws of [Your Jurisdiction]. Any disputes arising from these Terms will be resolved in accordance with the laws of [Your Jurisdiction].

Amendments

36. We may amend these Terms from time to time by providing you with written notice. Your continued use of our services following any amendment will constitute your acceptance of the amended Terms.

Entire Agreement

37. These Terms constitute the entire agreement between you and us and supersede any prior agreements or understandings, whether written or oral, relating to the provision of our services.

Respectful and Non-Aggressive Behavior

38. We expect all parties to behave in a respectful and non-aggressive manner during the provision of our services. We reserve the right to terminate our services if we encounter any behavior that we deem unacceptable, including but not limited to verbal abuse, physical aggression, or any behavior that poses a threat to the safety of our staff or contractors.
39. We also expect our staff and contractors to behave in a professional and respectful manner towards you and your property at all times. If you have any concerns regarding the behavior of our staff or contractors, please do not hesitate to contact us.
40. We take any incidents of disrespectful or aggressive behavior seriously and will take appropriate action to ensure the safety and well-being of our staff and contractors.

If you have any questions or concerns about these Terms, please contact us before engaging our services.