

A&L Building Services Ltd

Terms & Conditions

The following terms and conditions will come into force when you agree the quote of £..... and sign the Terms and Conditions agreement Contract for the work to be carried out at the following address:

.....
If the address of the customer is different to where the work is to be carried out then that address is to be put below:
.....

A & L Building Services Ltd promise to the Customer

1. A&L Building Services Ltd will complete all the work agreed for the quotation price with these terms & conditions in mind; these terms & conditions will not change unless both parties consent in writing.
2. **The only exception to the agreed quotation price might be in the material quote price and in the rare occasion that the materials cost more or the amount of materials needed to finish the project is more, then the extra price will have to be met by the customer but they will be told before anything is purchased.**
3. All quotes given is priced for the job specifications and not time it takes to complete. Although we will try to give you a estimated finish date of the job, although it could be finished within the time estimated time given. We will always carry out our obligation to the client under this agreement to our highest standard of work with efficiency and resourcefulness.
4. All quotes provided are valid for up to 1 month from the company's date of this agreement; following this period, quotes are open for reconsideration.
5. Accepting our quotation will bring these Terms & Conditions into effect.
6. We will have a very helpful and friendly attitude and will always try to complete all building works to a satisfied finish as soon as possible. This will take weather into account, material availability at the time and any unforeseen circumstances.
7. **Once we have given you a start date we will not start another job providing there has been no interruptions due to weather conditions or any unforeseen circumstances, this also includes no interference from other trades if either of the foresaid happens then we will have to come back as soon as possible after any other jobs which are booked in have been completed first.**
8. **If the reason for the delay is the fault of the customer by not giving us the uninterrupted days that are needed by us to complete the works or by other trades that stop us doing the work on time then we will charge extra money to come back and complete the work.**
9. A&L Building Services Ltd used to trade as A&L Building Services and will continue to honour any ongoing work and guarantees.

A & L Building Services Ltd expectations of the Customer

1. The Customer must ensure easy site access before arrival on the first day so that work can begin immediately and thereafter.
2. The Customer needs to ensure that all moveable items are removed before start of work unless this has been quoted for or a mutual agreement has been made. This includes all furniture, radiators, curtains and curtain poles, pictures and any other applicable item. Failure to do so may result in extra charges and delays in work.
3. The Customer will allow reasonable access to water, electricity and toilet facilities at the customers cost. The Customer must also have storage space for materials and tools while work takes place.
4. The Client will be responsible for making sure that all measure's to prevent pets, children and any other unauthorised personnel from entering the work area will be taken. If any of the above happens then we will stop work at once and will not start again until the area is made secure and an assurance that it will not happen again.
5. **Once the job has started we expect the customer to give us uninterrupted work days, if the customer then decides that we cannot attend a certain day or days after the agreement has been signed we will have to stop the job if another job has been booked in. (as referenced in section 1 paragraph 6 & 7) Also all labour charges due to that date will have to be paid in full if it is due to the customer changing dates.**
6. Any building materials that are left on site are the responsibility of the customer and A & L Building Services Ltd will not be held responsible for any theft or damage.

Legality's

1. The job quoted for may require planning approval/ building regulation from the local Council. A & L Building Services Ltd will not include the price of these fees (which are payable to the Council for the Building Control Officer/ Planning Officer's Inspection) or any work they deem necessary unless stated otherwise in the quotation.
2. A & L Building Services Ltd does have Public Liability Insurance of up to two million pounds which the Customer may see if desired.

3. Following new government legislation on trade waste, it is the Customer's responsibility to dispose of any materials that have been unused, or any rubbish created by the required job; there is a charge for the A & L Building Services Ltd to remove any waste or rubbish to a government approved site.
4. All Customer information will remain confidential in accordance to the Data Protection Act 1988
5. The Customer should inform their insurer that building work is taking place on their property to ensure that work is covered by there insurance.
6. A&L Building Services Ltd may employ sub contractors to carry out any work on site, they are responsible for their own 3rd party liability. A&L Building Services Ltd will oversee any works being carried out by sub contractors and will take full general operation responsibility with any client and their contract with us. **If we get outside companies to do work for you we will let you know at time of quotation and they will be paid by you to them direct and will be covered by there own terms & conditions & Guarantees. I.E electric or gas installers.**
7. **GDPR**
You can see our privacy policy on our web site or request a copy to be sent to you by email excepting these terms & conditions means you except our privacy policy.

Payment

1. Any work that is to be carried out after the original quote will be priced verbally, confirmed in writing and agreed by both parties if price is accepted. No extra work will be carried out until a new quotation is written out and signed by both parties.
2. On any job the materials must be paid for before any work takes place. An agreed price will be paid at the end of each days work. If paid by cheque we will only accept a bankers cheques. **All bankers cheques must be made payable to A Harpley, all personal cheques must be made payable for cash. You can also pay by BACS Sort Code 08-92-50 Account No 68737878**
3. All outstanding payments must be settled at the beginning of the last day of work without exception; when payment is received a receipt will be issued.
4. The quotations that we provide aim to include as much detail as possible in order to avoid misunderstanding. If you would like to include any extra work that has not been included then inform A & L Building Services Ltd and we will update the quote. Any extra unseen work required will have to be agreed with the client and then another quotation will be added.
5. The quotes given assume there will be free access and uninterrupted work during the working hours.
6. Any building materials required for the job either by a sub contractor or A&L Building Services Ltd that have not been paid for in advance remain the property of A&L Building Services Ltd until full payment has been made; if paid by cheque then this applies until the cheque has cleared.
7. Access to the site for the collection of equipment, used or unused materials, plant etc. is required until payment is paid and/or cleared.
8. Please can you reply to your invoice email with your invoice number stating that the job has been completed to your satisfaction. This will then mean that the any outstanding money owing for the job will become due and also this will commence your one year guarantee.
9. We always endeavour to provide the best service and products for our customers. However, on rare occasions, we recognise that there may be times where our customers may not be completely satisfied.
10. In the unlikely event there is anything you are not completely satisfied with, please contact us as soon as you can, in order so that we can rectify any problems as soon as possible. If you have a problem with any work or are not happy with anything please do not pay at this moment in time and do not send the reply to the invoice email. But get back in touch with us on 07425012589 and speak to Allen direct or phone the office on 01173 257790/01275 595790 or email ron@alsbuildingservices.co.uk within 5 working days and we will respond to you within 24 hours and come and see you about your concerns. All this will be logged and documented for reference. Once this has been sorted out you will be then be required to sign off the work as completed to satisfaction at the end of the day and then payment will become due again.
11. Where we are unable to resolve your complaint using our own complaints procedure, as a Which? Trusted trader we use Dispute Resolution Ombudsman for dispute resolution. In the unlikely event that we cannot remedy your complaint to your satisfaction you may wish to refer your complaint to them. If you wish to do so please contact Which? Trusted traders in the first instance on 0333 241 3209.
12. Payment can be made by cash, bank transfer, or by building society cheque and we will provide a receipt upon payment.
All cheques must be payable to A Harpley.
13. Any unpaid money after 5 days of completion will accrue a 3% above bank base rate interest charge on a daily basis until paid in full.
14. If we need to instruct a debt collector to collect any outstanding payments then all debt collector fees and all other costs incurred will be paid by the debtor.

Guarantees

1. We cannot be held responsible for any cracks or damage that are caused by movement of the building structure as long as we use Tape or EML as this movement is unavoidable.
2. We cannot be held responsible for the dust and dirt created while work takes place; we also cannot be held responsible for any items left in the work area that get damaged as they should either be removed or covered before we arrive to start work.

3. If work is delayed for reasons that are beyond our control then we will be able to claim back money for losses and any expenses that occur.
4. **The guarantee period from final date of completion is 12 months; during this period we will correct any problems caused by bad workmanship or defective materials at our own cost unless materials are provided by the client. We will not be held responsible if the cause of the defect was from the client or any other accidental damage not resulting from our work.** Our guarantee is not insurance backed
5. **If materials used have been purchased by the customer and are found to be defective in our opinion then any work to replace or correct the items will incur extra costs.**
6. If the adjoining property or site access will affect the finished work and A & L Building Services Ltd can predict this, we will write a letter informing the client and work will continue at their own risk; if the problem was unseen then we are not responsible for the damage caused.
7. A&L Building Services Ltd take no responsibility for existing problems e.g. rotting timber in pre-standing structures such as door frames etc.
8. If the client has any problems with the work after the guarantee is over then we will investigate the issue as soon as possible and talk about a solution to the problem. Charges might apply for any work outside the guarantee or to any item not covered by our guarantee. Our guarantee is not insurance backed.

Health & Safety

1. Health and Safety issues relating to the job being undertaken will be the responsibility of the A & L Building Services Ltd.
2. **It is the customers responsibility to make sure all children adhere to our health & safety policy**
3. We will stop work if children, pets or unauthorised personnel come into our work area and will ask the customer to make sure it will not happen again as it can cause injury to us or them. If any of the above happens then we will stop work at once and will not start again until the area is made secure and an assurance that it will not happen again.

Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:

Notice of the Right to Cancel

Under the above named regulation you have a right to cancel this contract during a period of 14 calendar days from the day this notice is sent or given to you.

However if you have already given written approval for the work to begin before the end of the cancellation period you may be required to pay for goods or services already provided.

If you wish to cancel the contract you must do so by (electronic mail) and send this to ron@alsbuildingservices.co.uk or phone on 07587698645 and we will acknowledge this call by email back to you.

Client Signature:Print..... Date:

A & L Building Services Ltd signature:Print..... Date: