

Terms & Conditions

Kensington Maintenance Services Ltd

Company Number: 15113768

VAT Number: 450038134

Effective Date: 04/09/2023

1. Understanding These Terms and Conditions

1.1 These Terms and Conditions ("Terms") set out the terms on which **Kensington Maintenance Services Ltd** ("we," "us," or "our") agrees to provide maintenance, repair, and ancillary services to you ("Services") and the supply of any materials or products ("Goods") necessary to complete the Services.

1.2 The Services include, but are not limited to, plumbing, heating, drainage, electrical, handyman, carpentry, painting, decorating, gas engineering, HIU servicing, appliance installation, plastering, roofing, and other building-related services.

1.3 The Services are categorized as follows:

- **Emergency Services:** Immediate response work requiring urgent attention.
- **Scheduled Services:** Non-urgent, pre-booked appointments for maintenance, repair, or installation.

1.4 Definitions:

- "We," "us," "our": Refers to **Kensington Maintenance Services Ltd**.
 - "You," "your": Refers to the individual or entity entering into the Contract for Services.
 - "Contract": The agreement between you and us, incorporating these Terms and any relevant estimate or order confirmation.
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2. Requesting Services

2.1 You may request Services via phone or email using our contact details provided in Section 12.

2.2 For **Emergency Services**, a Contract is formed once you accept our rates and confirm the appointment for us to attend your premises.

2.3 For **Scheduled Services**, we may conduct an inspection and provide a written estimate. A Contract is formed when you accept the estimate, either verbally or in writing, and agree to the payment terms.

2.4 All estimates are valid for **14 days** from the date issued unless otherwise stated. We reserve the right to withdraw or amend an estimate at any time before it is accepted.

3. Charges and Payment

3.1 Hourly Rates:

- **Handyman Services:** £80 + VAT per hour
- **Plumbing & Electrical Services:** £90 + VAT per hour
- **Carpentry Services:** £140 + VAT per hour
- **Emergency Plumbing & Electrical Call-Outs:** £140 + VAT per hour

3.2 **Material Costs:** Any materials supplied by us will incur a **20% handling and administration fee** added to the cost of the materials, plus VAT.

3.3 **VAT:** VAT is charged at the prevailing rate on all Services and Goods.

3.4 Payment Terms:

- Payment is due immediately upon completion of the Services or no later than **seven (7) days** thereafter.
- Payments can be made via bank transfer or credit/debit card. Cheques or cash are not accepted.
- Failure to pay within seven (7) days will incur a **4.6% late payment fee**, which will be added to the total invoice.

3.5 For works exceeding £2,000, we may require a **50% deposit** before commencement, with the balance payable upon completion.

4. Cancellation Policy

4.1 **Scheduled Services:** You must provide at least **72 hours' notice** to cancel or reschedule.

4.2 **Emergency Services:** Cancellation is not permitted once the engineer is en route to your premises.

4.3 **Late Cancellation Fee:** Cancellations made with less than 72 hours' notice may incur:

- The cost of any Goods purchased specifically for your job.
- A late cancellation fee equivalent to one hour of labor at the relevant rate.

4.4 If you cancel after we have commenced Services, you will remain liable for payment of all work completed and any Goods supplied up to the cancellation point.

5. Our Obligations

5.1 We will provide the Services with reasonable care, skill, and in compliance with applicable industry standards.

5.2 All Goods supplied by us will be of satisfactory quality and fit for their intended purpose.

5.3 We aim to adhere to agreed timeframes but cannot guarantee exact completion dates due to unforeseen circumstances.

5.4 We ensure customer satisfaction on all works completed by us, should you not be satisfied with any works we have completed please get in touch and we will aim to resolve it for you as soon as reasonably practical., subject to exclusions (see Section 6).

6. Exclusions and Limitations of customer satisfaction Warranty

6.1 The warranty does not apply to:

- Blockages in drainage systems.
- Faults arising from pre-existing conditions or installations over 10 years old.
- Services performed against our advice.
- Issues caused by misuse, negligence, or work undertaken by third parties.

6.2 We accept no liability for:

- Indirect or consequential losses.
- Damage caused by pre-existing faults or poor property conditions.

6.3 Our total liability under any Contract will not exceed the value of the Services provided.

7. Termination

7.1 We may terminate the Contract if:

- You fail to comply with your obligations under these Terms.
- Circumstances beyond our control prevent us from continuing the work.

7.2 Upon termination, you must pay for all work completed and Goods supplied up to that point.

8. Your Obligations

8.1 You must:

- Provide safe and unobstructed access to your property.
- Inform us of any hazards, such as asbestos, that could impact the work.
- Ensure any required permissions (e.g., from landlords or neighbours) are obtained before we commence work.

8.2 Failure to comply with these obligations may result in delays or additional charges.

9. Liability

9.1 Nothing in these Terms excludes or limits our liability for:

- Death or personal injury caused by our negligence.
- Fraud or fraudulent misrepresentation.

9.2 We are not liable for:

- Losses resulting from your failure to follow our advice.
 - Damage caused by delays due to events outside our control.
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10. Governing Law and Jurisdiction

10.1 These Terms are governed by the laws of England and Wales.

10.2 Any disputes will be subject to the exclusive jurisdiction of the English courts.

11. Complaints and Disputes

11.1 If you have a complaint, please contact us using the details in Section 12.

11.2 We will endeavour to resolve complaints promptly and professionally.

12. Contact Information

For all inquiries, please contact:

Kensington Maintenance Services Ltd

- **Email:** info@kensingtonmaintenance.co.uk
- **Phone:** 020 3573 6368