

THS Building Services Limited ta (THS Electrical Services)

PLEASE READ THESE TERMS OF SERVICE CAREFULLY – BY USING THE SERVICES OF THS Electrical Services YOU ARE ENTERING INTO A CONTRACT WITH US AND AGREEING TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS YOU SHOULD

These terms and conditions are governed by English law. By entering into this agreement, you agree that any dispute will resolved exclusively by the English courts. THS Electrical Services may at any time make changes to these terms and conditions and you should therefore periodically visit this page to review the then current terms to which you are bound.

NOT REQUEST OUR SERVICES.

1. For the purpose of these terms & conditions the following words shall have the following meanings:
(a) “The Company”, “we”, “us” and “our” shall mean THS Building Services Limited.
(b) “The Customer”, “you”, “the Client” and “your” shall mean the person or organisation who requested our services and enters into this contract.
2. THS Electrical Services reserves the right to refuse or decline work at its own discretion. Where we agree to carry out works for the Customer those works shall be undertaken by the designated operative of Company at its absolute discretion.

3. HOURLY RATE AND CALL-OUT SERVICES

3.1 Charging for our services

The Company accepts card payments by Visa, Visa Debit, Mastercard, Maestro and American Express. We also accept payment by BACS transfer in settlement of an account. All prices shown on this site are in GB pounds and exclude VAT unless otherwise stated. Hourly rate charges are billed in 30 minute intervals or part thereof with a minimum charge of one hour. All prices exclude parts / materials, waste disposal, congestion & parking charges (unless a parking permit for the duration of the visit is provided).

The information contained within this site is checked for accuracy however on occasions an error may occur. THS Building Services Ltd will not be liable for any errors to service descriptions or prices, however the Company will attempt to supply the service you require on a best endeavours basis.

3.2 Our service slots

We allocate 3 hour time slots from Monday to Friday for your visit (or weekends by prior agreement), and these are supplied on a first come, first served basis. Your engineer can arrive any time between the start of your slot and the end of your slot.

Sometimes it may be necessary to re-schedule an appointment due to factors beyond our control. If it necessary to do this, we will attempt to telephone you to try to re-schedule another appointment as soon as reasonably possible at a mutually convenient time.

3.3 Missed Appointments

If you are unable to keep a service appointment, please contact us to re-book the appointment on 020 8241 9638 as soon as possible. If you are not available to accommodate our engineer at the agreed appointment time, we will charge you for one hour’s labour at the prevailing rate.

3.4 Warranty

All our services carry a 12-month warranty on parts and labour. If a problem recurs on a fault which we fixed or any fault occurs which directly relates to the work we carried out, we will rectify the problem at our cost. If you ask us to visit you for a fault which is not covered by this warranty or is subsequently found to be due to user error, user damage or because of something that you have done to cause the problem, we will levy a call out charge of £90.00 plus VAT.

3.5 Payments

For jobs where an hourly rate is applicable, the first hour's payment will be pre-authorized using your credit or debit card, which will be charged within 7 days of completion of the job for the outstanding balance. Where we are undertaking work for which a quote has been accepted by you, we will usually ask for a deposit. The balance of the work is payable within 7 days of completion of the work. For visits to quote for a job.

3.6 Delivery Charges

Where possible our engineers carry spare parts, however, it may not always be possible to carry the spare part required in order to effect a repair. In these cases, if the part is delivered and installed on the same day of the appointment, collection is charged at the hourly rate applicable to that service. If the part is collected and installed on a subsequent visit, a fixed £30 collection and delivery charge will be applied. The time take to install the part will be charged at prevailing hourly rate.

3.7 Pricing

Unless expressly agreed in writing in advance of your appointment, there will be no deviation from our pricing structure and you will be charged for your visit at the rates indicated on our pricing page for the time period that your appointment falls upon.

3.8 Parking & Congestion charges

As you know, parking in and around London can be problematic and extremely costly (depending on the area). If a parking space could be reserved for our engineer, it would be appreciated and help increase the efficiency of the service provided (no feeding meters etc). Please let us know of any special instructions, or if a parking permit or free parking can be provided. The quote we have provided does not include the cost of parking and/or congestion charge which will be added to the final invoice (if applicable). For properties on the rim of the congestion zone and where it is not reasonably practical for our engineer to attend without entering/clipping the charge zone, we may need to add the charge to the final bill. Please check with us in advance of your appointment if you are not sure.

4. FIXED RATE AND QUOTATIONS

Quotes are free only at THS Building Services Ltd.'s discretion. The Company reserves the right to charge our hourly rate fee at the prevailing rate where a free quote is not financially viable for us to provide but where you still wish to go ahead with a quote.

4.1 Contract

The agreed final quote represents a written contract for the exact work to be completed at the price quoted.

Any agreement made verbally is not covered by the contract unless it has been written into said contract.

The agreement is made between THS Building Services Ltd and the client. The client is identified as the person who requested our quotation.

THS Building Service Ltd will not enter into any dialogue, accept any requests or communicate in any way with anyone other than the client – except where the client has provided written permission that allows them to do so.

The acceptance of the quote, electronically or by any other means signifies a full acceptance and commitment to be bound by these terms and conditions.

Please check your quotation carefully.

4.2 Scope of quoted work

The quote written by THS Building Services Ltd for the client represents the requests of the client. It is not a builder's survey and we will not be held liable for any task that is not included in the written quote.

4.3 Electrical power, water and WC facilities

The client will be expected to provide electrical power, running water and toilet facilities where reasonably possible.

4.4 Condition of existing walls and ceilings

THS Electrical Services does not make good on any walls/ceiling which we have damaged caused by running cabling or investigating electrical faults – Therefore the client will need to contact a painter/decorator to make good any damaged walls/ceiling.

4.5 Insurance

Irrespective of any insurance carried by THS Building Services Ltd, the customer must inform his or her insurer that building works are to be carried out on the property and satisfy himself or herself that he / she is adequately covered by insurance. Unless expressly agreed, the Company is not liable for the loss of or damage to the works, materials on site or any property of the customer, unless the same is caused by negligence (as defined in the Unfair Contract Terms Act 1977) of, or breach of contract by us.

4.6 Cancellation

In the event of cancellation by the client, the client agrees to notify the Company in writing or by email 28 days before the project start date. In the event that the Company is not notified of the cancellation within this time frame, the client agrees to pay all of THS Building Services Ltd administration, lost work and scheduling costs amounting to not less than 15% of the total project cost.

If the customer elects to cancel our services after we have begun work the customer agrees to pay all of the Company's administration, materials re-stocking, lost work and scheduling costs in addition to any part of the work that has already been undertaken, amounting to not less than 50% of the total project cost. A charge will also be made for materials that have already been purchased for a specific job, and in such cases these materials will be left at the customer's premises. Postponement of scheduled works rather than cancellation is acceptable only if the rescheduled date is bona fide and within 2 weeks of the initial date scheduled. Should further postponement occur, you will be deemed to have cancelled our services and the cancellation levy will apply as above.

4.7 Materials

All necessary materials can and will be provided by us unless otherwise agreed and will always be of high quality and used in an appropriate manner as per the manufacturer's guidelines. Where it is

necessary to match existing decor, our work will be carried out with this in mind, using appropriate materials that provide an exact match where possible. If an exact match will not be achievable, the client will be consulted. THS Building Services Ltd is not responsible for the performance or suitability of any materials, parts or products purchased directly by the client and allows THS Building Services Ltd to use these at their own risk.

4.8 Changes to your quote

Any quote or estimate is subject to revision if there are any changes to the nature or extent of the requested work. This may apply to both labour and materials. However the quote will not be amended without consultation with the client.

4.9 Completion timescales

Estimated completion times are guidelines and although we will endeavour to complete the work in the time frame intimated, we will not be held liable for failure to complete the scheduled works within the estimated time frame. Similarly, it may be that by employing extra resources we can finish a project more quickly than estimated. In which case the price of the quote will still remain the same.

4.10 Radiators

It is not normally necessary to remove radiators, but if their removal is requested, it can be done for an additional charge. This charge will also cover their subsequent reinstallation.

4.11 Storage of tools

We may on occasion request that tools be left on site overnight. The client reserves the right to decline such requests.

4.12 Validity period of quotes

Quotes are valid for 28 days from issue.

4.13 Damages and sub-standard workmanship

It is the responsibility of the client:

To remove valuable and/or fragile items from the areas where work will be carried out at.

To remove pictures and other wall-hangings.

To remove electrical goods.

Assistance can be provided with the repositioning and/or removal of bulky furniture items and white goods but will incur an additional charge. We reserve the right to decline to move particularly heavy or bulky items if they present a higher than accepted health and safety risk. Where items cannot be covered or protected, but could easily have been removed, we will request that they are removed before work commences. We cannot be held liable for damage to such items if they are not removed.

In the event of breakage or damage to the property, THS Building Services Ltd will notify the client immediately and set out steps to remedy the situation. Similarly, if at the end of the job the client is dissatisfied with any aspect of the service, they must inform us as soon as possible. Clients must allow THS Building Services Ltd to effect a remedy using our own engineers and under no circumstances will we be held liable for the costs or reparations by third parties that we have not expressly agreed to in writing. The client must notify us in writing within 24 hours of an alleged breakage or damage caused by our employees.

4.14 Additional work

We are usually happy to do favours for our clients over and above our quotations however this is expressly done at your own risk and we will not accept any responsibility for any work undertaken that is not written into the quote, including loss or damage to persons or property.

4.15 Pre-existing damage

We may take photographs of your property or complete a pre-existing damage form prior to the start of the project. In the unlikely event that we do damage your property and this is a result of our negligence, you will be covered by our insurance for the full amount. However, claims that we can dispute with photo evidence or written agreement will incur a £50 charge per complaint to cover administration costs.

4.16 Payment of quoted or fixed price work

The client agrees to pay the invoice for work a maximum of 7 days after completion of the project. In the event that the client is unhappy with the standard of workmanship, the correct complaints procedure as shown in these terms and conditions must be followed. All materials purchased for, or on behalf of the client, remain the property of the Company until payment of the final invoice by the client to the Company. In the event of dispute, the client agrees to allow access to the property to a representative of THS Building Services Ltd to retrieve all materials that remain the property of the company. We are happy to provide invoices for businesses and individuals, however, payment is due within the time-scales as stated in the Terms and Conditions and the amount, unless amended by the Company, is fixed in the quotation. Therefore, the client is liable for payment, regardless of whether an invoice has been received.

4.17 Deposits

A deposit may be required to cover material expenses.

All deposits must be made by telephone or internet payment unless agreed by THS Building Services Ltd.

Deposits are refundable at the sole discretion of THS Building Services Ltd subject to the conditions laid out with these terms.

The acceptance of a deposit or the request to begin the project by email confirmation or electronically signifies a full acceptance and commitment to be bound by the Terms and Conditions.

4.18 Completion of the project

If THS Building Services Ltd deem it necessary, the client must make themselves available on the last day of the project for consultation and final sign-off for the project. In the event that the client is unavailable, unless otherwise agreed in writing, the client accepts that the project has been completed to their satisfaction and payment in full is due.

4.19 Termination of the contract by THS Building Services Ltd

THS Building Services Ltd will not tolerate aggressive or rude behaviour, racism, nationalism, sexism, homophobia or ageism directed towards any of its staff or trades people and reserve the right to terminate the project at any time in this event. Neither THS Building Services Ltd nor any of its affiliates or agents shall be liable for any direct, indirect, incidental, consequential or punitive damages arising out of our inability to complete the work specified or by invoking this clause.

5. PAYMENT

5.1 Payment methods

We accept Visa credit, Visa debit, Maestro, Mastercard debit and American Express cards, and by prior agreement, BACS transfers in settlement of your account. If you choose to settle your account using a Visa or Mastercard credit card, a charge of 2.5% of the account value will be levied to cover handling costs and costs imposed on us by our merchant service providers. If you choose to settle your account using an American Express card, a charge of 5.0% of the account value will be levied to cover handling costs and costs imposed on us by our merchant service providers.

5.2 Payment time scales

The client agrees to settle any outstanding balances no greater than 7 days of completion of the work. THS Building Services Ltd are fully compliant with PCI DSS rules as well as the Data Protection Act in this matter.

Should the outstanding balance not be settled within 7 days, THS Building Services Ltd, in line with the current legislations, reserve the right to levy an administration charge as follows:

- (a) For a debt less than £1000, the sum of £40.00
- (b) For a debt of £1000 or more, but less than £10,000, the sum of £70.00
- (c) For a debt of £10,000 or more, the sum of £100.00

In addition to the above sums, interest will be charged on a daily basis at the rate of 8% APR until such time as the debt is cleared in full.

5.3 Unpaid accounts

In the event that THS Building Services cannot recover any outstanding amount after 10 working days beyond the due date, we may employ the services of a debt collection agency. The client accepts that the debt collection agency will increase the outstanding amount to cover their costs – this fee is levied as soon as the debt is passed from us to them and usually amounts to 33% of the cost of the invoice – it is therefore strongly in your interests to settle your invoice as soon as possible to avoid these extra costs.

In the event that the Debt Collection Agency is unsuccessful at recovering the debt, THS Building Services Ltd will pursue the debt by issuing you with a County Court Summons, which will include the original debt plus associated late payment fees and interest, administration fees, court issue fees and where appropriate solicitors' fees.

5.4 Our payment terms are payment on completion.

6. COMPLAINTS AND DISPUTES RESOLUTION PROCEDURE

If for any reason you are not satisfied with our service, you must follow our complaints procedure as set out below.

In the first instance contact us by telephone or email to let us know if you are unhappy with any aspect of our service as soon as possible. If you are unable to resolve your problem with the member of staff who is handling your order you should request a call back from the Team Manager. If it is a small problem that is within our scope to rectify immediately we will do so there and then. It is always helpful to put the facts as you see them, and the outcome you are expecting, in an e-mail to your allocated customer service adviser. This will help them to understand your complaint clearly.

If you are still unhappy after we have tried to rectify the problem, if the person that you speak to by phone cannot help you or if you have a dispute about the facts of a situation, you must put your

complaint in writing, addressing it to the Customer Service Department. The address for complaints is THS Building Services Ltd, 24 Godwin House, Thurtle Road, London E2 8PH.

Please provide as much detail as you can. If your complaint is about a service that we have provided to you, your letter should contain your account number, your order number and a full breakdown of the specific complaint, including the name of the person whom you spoke to first and, for quoted work, a copy of the quote and a list of items that you feel have not been provided to your satisfaction.

After receiving your written complaint, the Customer Service Department will undertake an investigation. The result of this investigation will be communicated to you in writing, within 28 days of us receiving your letter. If the balance of your account has already been charged to your card, and we agree after having completed our investigation that you are due a refund, we will issue this refund with 5 days of the date of completion of the investigation.

If your complaint is about a service that we have provided to you, you must:

Pay the undisputed part of your account (unless the balance has been collected from your card already).

Let us know within 24 hours of completion of the work.

Provide us with such evidence as is necessary to support your complaint.

Not publish any material whatsoever which makes or infers reference to THS Building Services Ltd or any member of staff working for or on behalf of the Company anywhere whether in print, or electronic format, such as internet forums and review websites until such time as your complaint has been through the above process in full.

Where we cannot resolve any complaints using our own complaints procedure, as a Which? Trusted trader we use Dispute Resolution Ombudsman Limited for dispute resolution. In the unlikely event of a complaint arising and you wish to refer the complaint to them please contact Which? Trusted Traders in the first instance on 0117 981 2929.

7. PRIVACY AND WEBSITE COOKIES POLICY

We will never sell or otherwise pass on your contact details to any other company or third party, unless required to do so by law. When you contact us, your details may be retained to assist with your enquiry. Your details will be used for correspondence and may also for marketing purposes by THS Building Services Ltd. If you do not wish for your details to be used for marketing purposes, please contact us.

THS Building Services Ltd collects details about you from your use of our service and your visits to our web site and other sites accessible from them. We also collect information about the transactions you undertake including details of payment cards used. Card information is encrypted on our server and is held only for as long as is necessary for the management of your account with us.

We may collect additional information in connection with your participation in any promotions or competitions offered by us and information you provide when giving us feedback. We also monitor customer traffic patterns and site use which enables us to improve the service we provide.

Cookies – ‘Cookies’ are small pieces of information sent by a web server to a web browser, which enables the server to collect information from the browser. THS Building Services Ltd uses cookies for a number of purposes, for instance, to provide the mechanisms for online payments and to enable traffic monitoring. Visitors of the site are sent anonymous cookies to keep track of their browsing patterns and build up a demographic profile.

Whilst you do not need to allow your browser to accept cookies in order to browse much of our web site or to access many of our services, you must have cookies enabled if you wish to pay for services online. Most browsers allow you to turn off the cookie function. If you want to know how to do this, please look at the help menu on your browser.

Access rights – To obtain a copy of the personal information THS Building Services Ltd holds about you, please write with full details to us at: Data Protection Officer, THS Building Services Ltd, 24 Godwin House, Thurtle Road, London E2 8PH enclosing your cheque or postal order for £10 payable to THS Building Services Ltd.

8. DISCOUNTS AND PROMOTIONS

From time to time, THS Building Services Ltd run promotions and offers – these promotions and offers come with the following conditions:

Discount is limited to labour costs only on hourly rate jobs, half-daily rate jobs and daily rate jobs unless otherwise specified.

Materials costs are not included in the promotion unless otherwise specified.

Fixed price quotations or fixed price work (such as EICR etc.) are not included in the promotion unless otherwise specified.

Discounts cannot be combined – one promotional discount may be used per transaction.

Offer periods are limited – refer to the specific promotion for validity period.

Existing customer offers are available only to customers who have previously had at least one completed paid job with THS Building Services Ltd.

THS Building Services Ltd reserve the right to withdraw an offer at any time.

Errors and omissions excepted.

9. HEALTH & SAFETY

9.1. The Company will take appropriate and practical measures to ensure the environment in which works are being carried out is safe to avoid risk of injury to The Company or other parties; the customer is expected to do the same. Outside of working hours, where works are ongoing, The Company accepts no liability for the actions of the customer or other household members or guests, which result in damage or injury to persons or property.

9.2. The Company reserves the right to refuse to undertake work in an environment which is deemed to be unsafe or where the works are considered to be unsafe, illegal (or out with the spirit of the Building Regulations) or where The Company considers the other parties will be put at risk as a result of the works being undertaken.

9.3. If the customer notices any situation, property, equipment or materials that they believe to be unsafe they must mention it to The Company immediately.

9.4. If any form of asbestos or other hazardous material covered by the Control of Substances Hazardous to Health (COSHH) regulations is discovered on site, The Company will notify the customer

and may cease work until it has been removed and disposed of in compliance with the relevant legislation. The cost of removal and disposal shall be met by the customer.

10. SERVICERS & WASTE

10.1 The customer will provide and pay for all power and water reasonably used by The Company to undertake the work. The customer shall also be expected to provide access to sanitary conveniences for The Company whilst undertaking the work.

10.2. Unless otherwise agreed between The Company and the customer, waste removal and disposal will be organised by and at the cost of the customer.

10.3. The Company has the right to update, amend and change any section of its terms and disclaimer documents at any time.

11. UNFORESEEN COSTS

11.1. The customer shall be liable to meet the cost of any additional work, services or fittings that need to be provided to rectify any event or situation which arises during the course of the works that are unexpected or are beyond The Company's control. The Company cannot be held responsible for such events or situations.

12. Consumer unit / Fuse Board upgrades – All upgrade of consumer unit would need a full EICR (Electrical Installation Condition Report) carried out. In an event of a replacement of the new main consumer unit/fuse board, New RCD Switch may trip out old existing circuits, if this occurs – then THS Electrical Services will inform the client and necessary testing and investigation will occur. – There will be an additional charge for this (cost will be charged per 30mins in rectifying the current issue)

12. ABOUT US

THS Building Services Ltd. Registered office: 24 Godwin House, Thurtle Road, London E2 8PH

E-mail address: info@ths-electrical.co.uk

Contact office: 020 8241 9638

Website – www.ths-electrical.co.uk