

TERMS AND CONDITIONS

1. General

The acceptance of any quotation submitted by Basement Pump Servicing Limited ("the Company") shall incorporate acceptance of these Terms and Conditions and of any Special Conditions specified in the quotation. Any conditions proposed by the client shall, except in so far as they confirm these Terms and Conditions, be expressly excluded.

2. Definitions

"Client" means the individual, partnership, company or public authority who accepts a quotation issued by the Company.
"Service" means maintenance works carried out to the sump pump installations for the client.
"Extra Works" means all and any additional works or other works carried out by the Company which directly or indirectly relate to but do not include the service.

3. Quotation and Acceptance

3.1 Only quotations given by the Company in writing shall be binding on the Company.
3.2 Any written quotation given by the Company shall be binding on the Company for a period of 90 days only.
3.3 Commencement of any work in respect of a Client's order or request for works shall, in the absence of the Company's official acceptance of quotation form, be deemed an unconditional acceptance by the Client of these Terms and Conditions.

4. Payment and additional charges

4.1 The price and payment terms are stated in the quotation.
4.2 The Client shall accept the variation orders placed by the Client's employees or agents and shall accept the resultant charges of the Company therefore.
4.3 The Company shall be entitled to charge reasonable additional costs for any delays caused directly or indirectly by the Client. Cancellation charges are set out in the aforementioned quotation.
4.4 The Company reserves the right to charge interest of 2% per calendar month on any overdue invoices.

5. Company's Obligations

5.1 The Company will carry out the works specified in the accepted quotation exercising reasonable care and skill.

6. Exclusion and Limitation of Liability

6.1 The Company will only accept liability or responsibility arising from or in relation to Service and Extra Works carried out by the Company. The Client shall be liable and responsible for ensuring that the Company has full access to the sump chamber(s) to enable the Company to carry out Service and Extra Works in accordance with the accepted quotation.
6.2 The Company will not accept any liability for:
6.2.1 any loss or damage caused by any person other than those directly or indirectly employed by the Company
6.2.2 the cost of replacement of any failed pumps unless the pump was supplied by the Company and the manufacture warranty is still applicable.
6.2.3 any costs associated with failure of the pumps serviced by the Company.
6.2.4 any failure of the waterproofing system to the property due to failure of pumps serviced by the Company.
6.3 The Company shall not be liable or responsible for any consequential losses beyond its reasonable control. Time shall not be of the essence of the performance of the contract by the Company and the Company shall not be liable for any loss to the Client due to an over run of the works.

7. Client's Obligations

The Client shall:

7.1 before the commencement of the Service:
7.1.1 comply with all requirements and recommendations specified and/or referred to in the quotation for the safety and security of the area in which the works are to be carried out

8. Force Majeure

Neither party shall be liable for breach of contract if performance thereof has been prevented hindered or delayed by strikes, lockouts or any event or circumstances beyond the immediate control of the Company

9. Proper Law and Jurisdiction

These Terms and Conditions and any agreement relating thereto shall be governed by English Law and any disputes arising there from shall be subject to the exclusive jurisdiction of any court of competent jurisdiction in England

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