Terms & Conditions

Kensington Maintenance Services Ltd
Company Number: 15113768
VAT Number: 450038134
Registered Office: 23D Norland Rd London W11 4TS
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. Ancillary services include, but are not limited to, general upkeep, minor installations not requiring specialist trades, and property health checks performed in conjunction with primary maintenance or repair work.

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. This may include private homeowners, landlords, estate agents, local housing authorities, or other businesses where we have agreed to provide services. * "Contract": The agreement between you and us, incorporating these Terms and any relevant estimate or order confirmation, including any issued Work Orders or Service Agreements. * **"Work Order" or "Service Agreement"**: A document (which may include an email confirmation, a signed form, or a confirmation via an agreed online portal) detailing the specific services, location, duration, and agreed charges for a particular engagement.

2. Requesting Services

2.1 You may request Services via phone,whatsapp or email using our contact details provided in Section 14.

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. **For clarity and record-keeping, written acceptance (e.g., via email confirmation) is strongly recommended.**

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

All hourly rates are subject to a minimum charge of one hour. After the first hour, charges will be applied in 30-minute increments.

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. For external partners and contractors (including estate agents, local housing authorities, or other businesses), payment is due within seven (7) days of the invoice date, unless alternative payment terms have been agreed upon in writing and in advance by an authorised representative of Kensington Maintenance Services Ltd. Payments can be made via bank transfer. Cheques or cash are not accepted unless explicitly agreed otherwise.

Once a price for Services has been quoted by us and accepted by you (either verbally or in writing), it is considered final and not subject to dispute upon completion of the works. Any requested variations to the scope of work must be agreed upon in advance and in writing, and may result in a revised quotation. Failure to pay within seven (7) days (or the agreed alternative period for external partners) will incur a 4.6% late payment fee, which will be added to the total invoice. We reserve the right to suspend further Services until all overdue payments are received.

3.5 For works exceeding £1,000, 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 in writing via email. **Cancellations made with less than 72 hours' notice for Scheduled**

Services will incur a full charge equivalent to one hour of labour at the relevant rate, in addition to the cost of any Goods purchased specifically for your job.

4.2 **Emergency Services:** Cancellation is not permitted once the engineer is en-route to your premises. The full charge for the Emergency Service call-out will apply.

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 labour 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 not engaged by Kensington Maintenance Services Ltd.

6.2 We accept no liability for:

- Indirect or consequential losses.

- Damage caused by pre-existing faults or poor property conditions not disclosed to us.

- Losses resulting from your failure to follow our advice.

- Damage caused by delays due to events outside our control (see Section 15 for Force Majeure).

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.
- You become insolvent, enter into liquidation, or make any arrangement with your creditors.

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, prior to commencement.
- Ensure any required permissions (e.g., from landlords, property owners, tenants, or neighbours) are obtained before we commence work.
- Provide accurate and complete information regarding the Services required, the Property, and any relevant details (e.g., access codes, tenant contact information, specific instructions).

8.2 Failure to comply with these obligations may result in delays or additional charges, for which you shall be solely responsible.

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.
- Any other liability that cannot be excluded or limited by law.

9.2 **Indemnification by You:**

You shall indemnify and hold harmless Kensington Maintenance Services Ltd from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees) arising from: Your breach of any of your obligations or warranties under these Terms. Any negligence, wilful misconduct, or unlawful acts or omissions by you or your agents, employees, or subcontractors. Any third-party claims (including from property owners or tenants) arising from your instructions or failure to provide accurate information or necessary permissions.

10. Data Protection

10.1 **Roles:** For the purposes of the General Data Protection Regulation (EU) 2016/679 ("GDPR") and the Data Protection Act 2018, where you provide us with personal data (e.g., names, contact details of property owners or tenants) for the purpose of carrying out Services, you act as a Data Controller, and we act as a Data Processor.

10.2 **Processing Instructions:** We shall process personal data only on your documented instructions, unless required to do so by law.

10.3 **Security:** We shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including measures to protect against unauthorised or unlawful processing and against accidental loss, destruction, or damage to personal data.

10.4 **Assistance:** We shall assist you in ensuring compliance with your obligations under GDPR, including responding to data subject requests and assisting with data protection impact assessments, where applicable and reasonable.

10.5 **Sub-processors:** We shall not engage any sub-processors without your prior written consent.

10.6 **Return/Deletion:** Upon termination of the Contract, we shall, at your option, delete or return all personal data to you, and delete existing copies unless storage is required by law.

10.7 You warrant that you have all necessary consents and lawful bases to provide the personal data to us for processing in accordance with these Terms.

11. Intellectual Property

11.1 All Intellectual Property Rights in any work product, materials, or deliverables created by us specifically for you in the course of performing the Services shall be our sole and exclusive property, unless otherwise agreed in writing.

11.2 We grant to you a perpetual, irrevocable, worldwide, royalty-free, non-exclusive license to use any pre-existing Intellectual Property Rights of ours that are incorporated into the deliverables provided to you, for your own internal business purposes.

12. Governing Law and Jurisdiction

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

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

13. Complaints and Disputes

13.1 If you have a complaint, please contact us using the details in Section 14.

13.2 We will endeavour to resolve complaints promptly and professionally.

14. Contact Information

For all inquiries, please contact: Kensington Maintenance Services Ltd Email: info@kensingtonmaintenance.co.uk Phone: 020 3573 6368

15. Force Majeure

15.1 Neither Party shall be liable for any delay or failure to perform its obligations under these Terms if such delay or failure is caused by an event beyond its reasonable control ("Force Majeure Event"), including but not limited to acts of God, war, terrorism, riots, embargoes, fires, floods, earthquakes, strikes, other labour disturbances, epidemic, pandemic, or significant unforeseen circumstances.

15.2 The Party affected by a Force Majeure Event shall promptly notify the other Party and shall use reasonable endeavours to mitigate the effect of the Force Majeure Event. Performance of obligations shall be suspended for the duration of the Force Majeure Event.

16. Miscellaneous

16.1 **Entire Agreement:** These Terms, together with any relevant estimate or Work Order, constitute the entire agreement between you and us and supersede all prior discussions, negotiations, and agreements, whether written or oral, relating to the subject matter hereof.

16.2 **Amendments:** No amendment or modification to these Terms shall be valid unless made in writing and signed by authorised representatives of both Parties.

16.3 **Severability:** If any provision of these Terms is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, or illegal, the other provisions shall remain in full force and effect.

16.4 **Notices:** Any notice required or permitted under these Terms shall be in writing and shall be deemed effectively given: (a) upon personal delivery; (b) one business day after deposit with a nationally recognized overnight courier service; or (c) upon transmission by email to the addresses specified in Section 14 (with confirmation of receipt).

16.5 **Assignment:** Neither Party may assign or transfer its rights or obligations under these Terms without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

16.6 **Counterparts:** The Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.