



TERMS AND CONDITIONS

For the purpose of this document the following words shall have the meanings:

1. 'The Company' shall mean 'MRO Ltd'.
2. 'The Customer' shall mean the person or organization for whom The Company agrees to carry out works and/or supply materials on their behalf.
3. 'The Operative' or 'The Engineer' shall mean the representative(s) appointed by The Company.
4. 'The Quote' or 'The Estimate' shall mean the pricing document(s) provided by The Company to The Customer.
5. 'The Works' shall be defined as the tasks which The Customer has instructed The Company to undertake.

PROJECT AND MAINTENANCE

The Company reserves the right to refuse or decline The Works at its own discretion.

Where the Company agrees to carry out the Works for The Customer, those works shall be undertaken by the designated Operative of The Company at its absolute discretion.

Where projects are presented as The Estimate, this is defined as a variable cost where actual time spent for individual tasks is noted by The Operative and billed accordingly. Where projects are presented as The Quote, they are fixed price projects where the time noted on The Quote is the cost that will be billed. The only element within a project presented as The Quote which is variable is a price for certain materials that have been defined as 'The Estimated price or quantity' within The Quote, or the design for the project changes or finally if PS is put next to the line item denoting a provisional sum as the design is still not finalised.

The Customer accepts that increases in supplier costs for listed parts beyond the control of The Company, and any error in the manifest when The Estimate or The Quote was prepared, may need to be passed to The Customer.

The Company will not leave site for more than two days in a row without prior discussion and agreement with The Customer. The Works will be carried out using appropriate skill, care and attention. Any delays or issues during progress will be discussed with The Customer and any which impact upon The Estimated completion date will be discussed and agreed.

The Company will provide everything necessary (unless stipulated in The Estimate or The Quote) to complete The Works and will be responsible for carrying out The Works properly and efficiently. All materials supplied will be new and fit for purpose, unless agreed otherwise with The Customer.

All materials supplied for The Works will remain the property of The Company until such time as all payments due to The Company for The Works have been paid in full. All tools and materials left on the site of The Customer during the duration of The Works, and not accounted for as part of The Works, shall remain the property of The Company.

The Customer shall, where practical, ensure there are no obstructions on site, such as blocked paths or driveways, and shall remove all furniture, fixtures and fittings that are necessary for The Company to carry out The Works, unless stipulated within The Quote or The Estimate. The Customer shall provide suitable access to water, electricity and WC services, unless stipulated within The Quote or The Estimate.

The Customer shall also provide parking permits for the number of vehicles as notified over the appropriate period for the duration of The Works, unless stipulated within The Quote or The Estimate.



WORKING ARRANGEMENTS

All prices quoted are calculated on the basis of free access and unimpeded working during our normal working hours (8am - 6pm Mon - Fri, Sat 8am - 1 pm), unless otherwise agreed.

'VAT' - Value Added Tax. Prices are subject to VAT at the prevailing rate. The Company will carry out variations to The Estimate or quotation upon written instruction from The Customer via e-mail instruction, including agreement as to extra costs and increased timescales to complete The Works.

The Company will take full responsibility for The Works, plus any loss or damage sustained to The Customers' property during the duration of The Works as a direct result of The Company's actions will be put right at the expense of The Company.

The Company will also meet all legal insurance requirements for the project and its employees. Providing cover against injury or negligent damage to a third party property under Public Liability insurance. The Company also holds, Professional Indemnity, Employers Liability, All Risk and Cyber insurance policies. Evidence of all insurance policies held are available upon request. The scope of any remedial works for a third party will be limited to the specific area/damage in question. Furthermore any Non Negligent work costs will be covered by The Client upon prior agreement. If necessary an external arbitrator will be brought in to assess and apportion cost at a shared cost between the The Company and The Client.

The Company is responsible for maintaining safety on site in accordance with legal requirements and keeping the site tidy whilst The Works are in progress. Rubbish will be removed unless stipulated within The Quote or The Estimate, and discarded of ethically and legally. When The Works are complete, the site will be left clean and tidy and any legal requirements regarding hazardous waste will be applied. The cost for this will be determined as part of The Quote or The Estimate.

The Customer agrees to pay The Company the values agreed on the dates agreed, in the method agreed. The Customer accepts that in some circumstances, advance payments may be required. If such payments are agreed (including future instalments) The Company will provide The Customer with a VAT invoice at each payment stage, summarising the materials and/or services provided, or to be provided. If any payment is due on project completion, The Customer will provide this via transfer on the day of completion, or due by another method by the date agreed. On project completion an invoice for any outstanding balance will be provided, any part of an invoice remaining unpaid after the due date shall carry interest at the rate of eight per cent over the base rate prevailing at Lloyds Bank until payment in full is received by The Company.

Where the start date is agreed between The Company and The Customer, The Company shall use its best endeavors to ensure that The Operative attends on the date and at the time agreed. However, The Company accepts no liability in respect of the non-attendance or late attendance on site of The Operative/engineer or for the late or non-delivery of materials.

The Customer shall accept sole liability to discharge The Company's account unless he/she discloses to The Company when initially instructing The Company to carry out The Works that he/she is acting on behalf of a third party (including, but not limited to, a Limited Company or Partnership) and the name of the third party appears on The Company's original written documentation, namely The Estimate or The Quote.

The Company will guarantee all materials used and labour tasks performed for one year from completion of The Works against defects or sub-standard workmanship, additional guarantees may be offered on a project by project basis with written customer acceptance if appropriate. Any faults arising within this time will be rectified free of charge. Completion of The Works will be deemed as the final day working onsite. The Customer accepts that if The Company is not notified in writing within 12 months of the completion date of The Works of any defects, The Company will not be liable for rectification of any defects or alleged faulty workmanship.



The Guarantee will become null and void if the work or materials supplied by The Company is:

1. Subject to misuse or negligence by The Customer
2. Repaired, modified or tampered with by anyone other than a non bonafide Operative or Engineer of The Company

The Company will accept no liability, or guarantee suitability of, materials supplied by The Customer and will accept no liability for any consequential damage or fault thereby caused by installation of that material at the request of The Customer.

The Customer may end the contract with The Company by sending The Company a written notice, if The Company:

1. Does not carry out The Works with reasonable skill, care and attention or if The Works stop before it is finished without reasonable cause.
2. Does not follow The Customers' instructions without reasonable cause for 14 days after receiving written notice specifying the details of the instructions.
3. Goes into bankruptcy or liquidation.

Both Parties shall at all times respect the confidentiality of all information related to the contract and at all times observe the requirements of the UK General Data Protection Regulations (GDPR).

This Agreement shall be governed by and construed in accordance with the laws of England, without giving effect to any choice of law or conflict of law provisions.