

Mech-Elec Building Services Terms and Conditions

Introduction

Welcome to Mech-Elec Building Services. This document outlines the terms and conditions under which we provide our services. By engaging our services, you agree to be bound by these terms and conditions, which are designed to establish clear expectations and ensure a professional working relationship.

Our terms cover all aspects of our service provision, from quotations and payment terms to warranties and dispute resolution. We strongly encourage you to read this document carefully. Should you have any questions or require further clarification on any point, please feel free to contact us.

By proceeding with our services, you acknowledge that you have read, understood, and accepted these terms and conditions. These terms and conditions do not affect the Client's statutory rights under the Consumer Rights Act 2015 or any other applicable legislation.

Thank you for choosing Mech-Elec Building Services. We look forward to delivering high-quality services tailored to your needs.

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The logo for Mech-Elec Building Services is centered on the page. It features the text "Mech-Elec" in a large, bold, light blue font, with "Building Services" in a smaller, lighter blue font directly beneath it. The text is partially enclosed by a large, thin, light blue circular arc that starts to the left and ends to the right, framing the company name.

Mech-Elec
Building Services

This contents page is designed to help you quickly locate key sections within the terms and conditions.

1. Definitions

1.1 "The Company" refers to Mech-Elec Building Services.

1.2 "The Client" refers to any individual, business, or organization that engages the Company for services.

1.3 "Services" refer to all work, including but not limited to the design, supply, installation, maintenance, and repair of mechanical, electrical, and associated systems (e.g., HVAC, lighting, fire alarms, security systems). This encompasses any work specified in the quotation, contract, or as agreed upon in writing between the Company and the Client.

1.4 "Contract" refers to the agreement between the Company and the Client for the provision of Services, including these terms and conditions, the quotation, and any other relevant documentation.

2. Quotations and Acceptance

2.1 All quotations provided by the Company are valid for 30 days from the date of issuance.

2.2 Acceptance of the quotation and these terms and conditions must be confirmed in writing (including email).

2.3 Any changes or variations to the initial quotation or scope of work requested by the Client must comply with a formal Variation Order (VO) process. The Company will provide a written quotation for any variation, and no variation shall be implemented until the VO is agreed upon in writing by both parties and an official VO/PO has been received. The agreed variation may be subject to additional charges and changes to the schedule.

2.4 The Company reserves the right to adjust the quotation in the event of unforeseen circumstances, changes in material costs, or alterations in the scope of work as required by regulatory compliance or site conditions.

3. Scope of Services

3.1 The Company shall carry out the Services in a professional manner, in accordance with the agreed scope of works and/or specification and schedule as outlined in the Contract. The Company will use reasonable skill and care to ensure all work meets industry standards and regulatory requirements.

3.2 Any requests for additional work or changes to the initial specification made by the Client must be submitted in writing. These requests are subject to the Company's availability and approval. The Company will provide a written quotation for any additional work. No additional work shall commence until this quotation is agreed upon in writing by both parties. The costs for additional work will be billed separately from the original contract price.

3.3 The Company reserves the right to make minor modifications to the Services if required to comply with safety standards, building regulations, or due to unforeseen site conditions. Any significant changes will be discussed and agreed upon with the Client before proceeding.

4. Payment Terms

4.1 Payment for services shall be made in accordance with the payment schedule specified in the Contract. Unless otherwise agreed in writing before the commencement of the works, payments will be made on a milestone basis, linked to the completion of specific stages of work as outlined in the Contract

4.2 Invoices will be issued every two weeks, detailing the work completed during that period. A payment application or certificate will accompany the invoice where applicable, reflecting the value of work completed. Payment is due within 14 days of the invoice date unless otherwise specified in the Contract.

4.3 Any alternative payment terms must be agreed upon in writing and specified in the Contract. This includes variations such as monthly payments or retention clauses.

4.4 For larger orders or items with long lead times, a deposit may be required. The requirement for a deposit, including the amount and payment schedule, will be agreed upon in writing and specified in the Contract before any purchase order or work commencement.

4.5 Late payments may incur interest at a rate of 2% per month from the due date until full payment is received. In accordance with the Late Payment of Commercial Debts (Interest) Act 1998, the Company reserves the right to claim interest, reasonable recovery costs, and compensation for delayed payments.

4.6 The Company reserves the right to suspend work if payments are not made in accordance with these terms. Suspension of work will be preceded by a written notice to the Client, allowing a minimum of 7 days to remedy the payment default. Work will only resume once payment is received in full. In the event of suspension due to non-payment, the Company will not be liable for any delays or additional costs resulting from the suspension of works.

5. Variations and Additional Work

5.1 Any variations or additional work requested by the Client after the Contract has been agreed upon must be submitted in writing. Both parties are to agree, and a formal VO/PO in writing is to be issued to the Company before work commences.

5.2 The Company will provide a written quotation for any additional work, which must be agreed to by the Client before any such work is undertaken.

5.3 Any variation or additional work may result in an adjustment to the Contract completion date, subject to mutual agreement or in line with the contract. This can include an extension of time and or cost related to additional resourcing the site management team where necessary. The Client will be informed promptly of any extensions of time or additional costs resulting from the variation or as per the obligations of any contract that may be in place.

6. Access and Site Conditions

6.1 The Client shall provide the Company with full and free access to the premises as required to perform the Services. Any restrictions to access must be communicated in advance to avoid delays.

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6.2 The Client is responsible for ensuring that the site complies with all relevant health and safety regulations, including but not limited to the Health and Safety at Work Act 1974 and the Construction (Design and Management) Regulations 2015. The Company will not be liable for any delays, additional costs, or health and safety breaches resulting from the site's non-compliance with these regulations.

6.3 The Client must inform the Company of any specific health and safety requirements or potential hazards at the site prior to the commencement of work. Failure to do so may result in delays or additional charges.

6.4 The Company reserves the right to halt work if the site conditions pose a health and safety risk to its employees, contractors, or subcontractors. Work will resume only once the identified risks are mitigated to comply with health and safety standards and delays to the programme will not be the responsibility of the company and may lead to an extension of time and/or cost related to additional resourcing of the site management team. Any resulting delays or costs will be the responsibility of the Client, and the Company reserves the right to request an extension of time or adjust the Contract sum accordingly.

7. Health and Safety

7.1 The Company is committed to maintaining the highest standards of health and safety in all its operations. The Company will comply with all relevant health and safety legislation, including but not limited to the Health and Safety at Work Act 1974 and the Construction (Design and Management) Regulations 2015, as well as any other industry-specific safety standards.

7.2 The Company will ensure that all operatives working on-site hold the necessary qualifications and certifications, including but not limited to CSCS (Construction Skills Certification Scheme), IPAF (International Powered Access Federation), and PASMA (Prefabricated Access Suppliers' and Manufacturers' Association) cards. The Company will provide evidence of these qualifications upon request.

7.3 The Client is responsible for informing the Company of any specific health and safety requirements or potential hazards on the site prior to the commencement of work. The Company reserves the right to stop work if any health and safety risks are identified that may compromise the safety of its employees, contractors, or subcontractors.

7.4 The Company will conduct a risk assessment before starting work and take appropriate measures to mitigate identified risks. All work will be carried out following safe working practices, with the use of necessary protective equipment and safety procedures.

7.5 The Client agrees to maintain a safe working environment for the Company's operatives and to comply with all relevant health and safety regulations while the work is being carried out.

8. Warranty and Liability

8.1 The Company warrants that all work will be carried out using reasonable skill and care, in accordance with industry standards and regulatory requirements. The Company provides a standard 12-month warranty on workmanship, starting from the date of completion of the Services, in alignment with the Consumer Rights Act 2015.

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8.2 Extended manufacturer warranties for products and materials used in the Services may be available but will only be provided if pre-agreed in writing at the time the order is placed. Any such extended warranties must be explicitly listed and agreed upon in the Contract by both parties before work commences.

8.3 The Company will make good any defects in workmanship reported within the 12-month warranty period at no additional cost, provided the defects are not due to misuse, negligence, or failure to comply with the Company's maintenance instructions.

8.4 The Company's liability for any claim arising from the Services shall not exceed the total contract price for the specific work in question. This limitation of liability does not affect the Client's statutory rights under the Consumer Rights Act 2015, which ensures that services are provided with reasonable care and skill. The Company shall not be liable for indirect or consequential losses, including loss of profit, business, or revenue, arising from the Services, except where such exclusion is not permitted under applicable law.

8.5 The Company will not be liable for any indirect or consequential losses, including but not limited to loss of profit, loss of business, or loss of data, resulting from the performance or non-performance of the Services.

9. Materials

9.1 All materials supplied and installed by the Company as part of the Services shall remain the property of the Company until full payment is received. This includes materials that are affixed or integrated into the fabric of the building.

9.2 Notwithstanding Clause 9.1, the Client acknowledges that, once materials are affixed to or become part of the building, they may legally become part of the property. Therefore, until full payment is made, the Company retains a contractual right to reclaim the cost of these materials or seek legal remedy for non-payment, including the right to register an interest in the property where the materials are installed.

9.3 The Client agrees not to sell, transfer, or otherwise dispose of the building or any materials supplied and installed by the Company until ownership has fully passed to the Client upon payment. The Company reserves the right to reclaim materials, or their value, in the event of non-payment, including the right to take legal action to secure the outstanding amount.

9.4 The Client is responsible for the care and custody of materials upon delivery to the site, including those that are yet to be installed. Any damage, theft, or loss of materials during this period will be at the Client's risk, and any additional costs for replacement or repair will be charged to the Client.

9.5 The Client is responsible for providing secure storage for materials delivered to the site. Any loss or damage to materials due to inadequate storage will be charged to the Client. The Company may however suggest a storage/container to be allowed for additionally when materials are to be stored onsite for longer periods of time, the cost associated will be the responsibility of the client but can also be provided by the company who will invoice the amount as part of the contract sum.

10. Cancellation and Termination

10.1 Either party may terminate the Contract by giving 14 days' written notice.

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10.2 In the event of termination, the Client shall be liable for payment of all work completed up to the date of termination, including any costs incurred for materials and labour.

10.3 The Company reserves the right to terminate the Contract if the Client fails to make payment in accordance with these terms.

11. Confidentiality

11.1 Both parties agree to keep any information exchanged during the course of the Contract confidential and shall not disclose it to third parties without prior consent.

12. Governing Law

12.1 These terms and conditions shall be governed by and construed in accordance with the laws of England, Scotland, Wales, and Northern Ireland, including but not limited to the Construction Act 1996 and the Consumer Rights Act 2015, where applicable.

13. Dispute Resolution

13.1 In the event of a dispute arising out of or in connection with this Contract, both parties agree to first attempt to resolve the matter through direct negotiation in good faith. The parties will make reasonable efforts to resolve any issues promptly and amicably.

13.2 If the dispute cannot be resolved through negotiation within 14 days, the parties agree to proceed to mediation. Mediation shall be conducted by an independent body, such as the Royal Institution of Chartered Surveyors (RICS), or another mutually agreed-upon mediator. The costs of mediation will be shared equally between both parties unless otherwise agreed in writing.

13.3 If mediation fails to resolve the dispute, either party may pursue legal action or arbitration as appropriate, in accordance with the governing laws outlined in this Contract.

13.4 In cases where a separate contract or formal agreement is in place (such as a JCT or NEC contract), the dispute resolution process outlined within that specific contract will take precedence. Both parties agree to follow the procedures detailed within the separate contract, including any steps related to adjudication, arbitration, or litigation.

13.5 This section does not limit either party's right to seek immediate legal relief for urgent matters, such as injunctive relief, where necessary.

14. Insurance

14.1 The Company carries adequate public liability and professional indemnity insurance to cover its operations. Copies of the relevant insurance certificates can be provided to the Client upon request.

14.2 While the Company undertakes to perform the Services with due care and diligence, the Client acknowledges that certain risks are inherent in construction work. The Client is advised to maintain their own insurance coverage for the site and any existing structures for the duration of the project.

15. Force Majeure

15.1 Neither party shall be liable for any delay or failure to perform its obligations under this Contract if such delay or failure is caused by circumstances beyond its reasonable control, including but not limited to natural disasters, strikes, acts of terrorism, war, governmental actions, or any other events that could not have been reasonably foreseen or prevented.

15.2 In the event of a force majeure occurrence, the affected party shall notify the other party in writing as soon as practicable. Both parties will then agree on a revised timeline for the performance of the Services or any necessary modifications to the scope of works. Any additional costs incurred due to a force majeure event shall be agreed upon in writing by both parties before any additional work is undertaken.

15.3 If a force majeure event continues for a period exceeding 30 days, either party may terminate the Contract by providing written notice. In such cases, the Client shall be liable for payment of all work completed and materials supplied up to the date of termination.

16. Miscellaneous

16.1 The Company reserves the right to amend these terms and conditions at any time. Any changes will be communicated in writing to the Client. However, any amendments will not affect ongoing contracts unless explicitly agreed upon in writing by both parties. Any changes will be communicated in writing to the Client, either by email or official letter, with a minimum of 30 days' notice.

16.2 If any provision of these terms and conditions is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. This shall not affect the validity and enforceability of the remaining provisions.

16.3 Any failure by the Company to enforce any of its rights under these terms and conditions shall not be deemed a waiver of those rights unless confirmed in writing.

16.4 The Client may not transfer or assign any of their rights or obligations under this Contract without the prior written consent of the Company.

16.5 These terms and conditions, together with the Contract, quotation, and any other agreed-upon documents, constitute the entire agreement between the Company and the Client and supersede any prior agreements, understandings, or arrangements, whether written or oral.

17. Acceptance of Terms

17.1 By engaging the Company for services, the Client acknowledges that they have read, understood, and agree to be bound by these terms and conditions.