

Bel Installations Ltd., Terms and Conditions

1. General

The acceptance of any quotation submitted by BEL Installations Ltd ("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.

"Waterproofing" means underground waterproofing works.

"Associated Works" means all and any additional building or other works carried out by the Company which may directly or indirectly relate to but do not include Waterproofing.

"Client Works" means all and any additional building / decorating works carried out by or on behalf of the Client which are neither Waterproofing nor Associated Works.

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 30 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. The company shall be at liberty to raise interim invoices from time to time based on the value of works completed.

4.2 The Client shall accept the variation orders placed by the Client's employees or agents and shall accept the resultant charges on the Company therefore.

4.3 Any works required by any statutory national or local authority which were not specifically detailed in the quotation may be charged by the Company as an extra to the quoted price.

4.4 The Company shall be entitled to charge reasonable additional costs for any delays caused directly or indirectly by the Client.

4.5 The Company reserves the right to suspend works if the Client fails to make payment of overdue invoices and such action by the Company shall not constitute a breach of contract.

4.6 The Company reserves the right to charge interest of 2% per calendar month on any overdue invoices.

4.7 All goods and services supplied by the company or arranged through said company will remain the property of BEL Installations Ltd until all accounts are settled in full.

5. Company's obligations

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

5.2 The company will advise upon or recommend to the Client any ancillary works (including but not limited to Associated Works) that may be required to enable the Waterproofing/Structural work to be completed in accordance with the Client's requirements.

6. Exclusion and limitation of liability

6.1 The Company will not accept liability or responsibility arising from or in relation to Waterproofing and/or Associated Works carried out by the Company and not for or in respect of Client Works. The Client shall be liable and responsible for ensuring that any Client Works are fully and properly carried out to enable the Company to carry out the Waterproofing and/Associated 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 damage to any part of the fabric of the building in which the Waterproofing and/or Associated Works are carried out where any part of that structure is in a weakened, incomplete or damaged condition prior to commencement of the works

6.2.3 any dampness which appears or is found anywhere outside the specific area of the works

6.2.4 any loss of, or damage to, pipes or services set into walls, or any consequential loss and/or damage resulting, other than where the precise location was made known to the Company

6.2.5 any damage to the fabric of the building caused by the necessary removal of organic materials prior to or in the course of the Waterproofing and/or Associated Works.

6.3 The Company shall not be liable or responsible for any consequential losses beyond its reasonable control. Timeshall 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 Waterproofing:

7.1.1 comply with all requirements and recommendations specified and/or referred to in the quotation or the safety and security of the area in which the works are to be carried out;

7.1.2 notify adjacent property owners and occupiers that vibrations may be caused to party walls and that in some cases will be extensively worked on causing movement, it is also the responsibility of the client to ensure via competent surveyor that the party wall act is complied with. Breakable items should be removed from such party walls;

7.1.3 notify the Company of the precise location of pipes or services set into walls, ceiling, soffits or floors in all areas where Waterproofing and/or Associated Works are to be carried out.

7.2 during the Waterproofing work employ a competent building contractor to carry out any Client Works.

7.3 at all times indemnify and hold the Company indemnified against any claims made by third parties arising out of the Waterproofing and/or Associated works save where such claims arise directly out of the negligence of the Company in carrying out the Waterproofing and/or Associated works.

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 dispute arising therefrom shall be subject to the exclusive jurisdiction of any court of competent jurisdiction in England.

Basements Enhance Living Space



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