

JR Lock and Secure – Terms and Conditions of Service

1. INTERPRETATION

Except where the context requires otherwise, words importing the masculine shall include the feminine; words importing the singular shall include the plural; words importing natural personage shall be equally applicable to corporate personage and vice versa.

References to any statutory provision, authority, rule or code of practice shall be deemed to include the amended versions, replacements or successors of such.

2. DEFINITIONS

When the following words with capital letters are used in these terms and conditions, this is what they will mean:

Contract: means these Terms together with the Job Sheet, Quotation or Invoice.

Initial Price: means the cost specified in the Job Sheet, Quotation or Invoice for the provision of Services.

Job Sheet, Quotation or Invoice: means the information that We give to You on the telephone and/or in writing setting out the details of the Services We will provide and the Initial Price payable.

Services: means the locksmith services We will provide to You as set out in the Job Sheet, Quotation or Invoice which may include but not be limited to any or all of the following:-

- Planned and responsive lock changes;
- Making properties safe and secure;
- Picking and replacing locks;
- General upgrading.

Terms: means the terms and conditions set out in this document.

We/Our/Us: means JR Lock and Secure.

You/Your/Client: means you the customer.

3. PLEASE READ THESE TERMS CAREFULLY

These Terms form an important part of the Contract and govern the way We will perform the Services for You. If You do not understand something within these Terms You should consider asking a solicitor to advise You. Alternatively You could ask Your local Citizen's Advice Bureau or Your local authority's trading standards department for advice.

4. YOUR LEGAL RIGHTS

If You are an individual contracting for Your own private, non-business needs, You have certain legal rights and remedies as a consumer and nothing in these conditions affects Your legal rights. If You want to know more about Your legal rights as a consumer then contact Your local authority's trading standards department, the Citizen's Advice Bureau or visit <http://www.direct.gov.uk> for more information.

5. OUR AGREEMENT WITH YOU

5.1 If You agree to the scope and cost of the Services to be provided by Us as specified in the Job Sheet, Quotation or Invoice, or over the telephone, a contract will come into existence at this point between You and Us.

5.2 If You agree to the scope and cost of the Services to be provided by Us following an assessment of the required works by Our locksmith and you sign a copy of the Quotation or Job Sheet to that effect then a

contract will come into existence at this point between You and Us.

5.3 Your right to cancel the Contract is set out in section 14.

5.4 Our right to cancel the Contract is set out in section 15.

5.5 If Our Job Sheet, Quotation or Invoice includes any other terms called “additional terms and conditions” they will form part of these Terms. If they are different to these Terms, the additional terms and conditions shall be taken into account first.

6. THE SERVICES WE AGREE TO PERFORM FOR YOU

6.1 The specific detail of the Services that We agree to perform for You will be set out in the Job Sheet, Quotation or Invoice.

6.2 We will agree with You an appropriate time when We will endeavour to attend the relevant premises in order to perform the Services.

6.3 The Services are offered by Us on the basis that they will be provided as efficiently as reasonably possible taking into account prevailing workloads, availability of personnel, weather, transport conditions and the availability of parts and any other conditions upon which We are dependent but which fall outside Our direct control.

6.4 Our agreement to perform the Services does not mean that We guarantee that We will be able to repair or replace Your lock.

6.5 It is important that You understand what is included within the Services and what is excluded from the Services. You are advised to read the Job Sheet, Quotation or Invoice carefully which explains this.

6.6 Time frames and dates of delivery are provided for guidance only and We make no guarantee that the services will be performed within the specified period. For the purposes of this agreement, time shall not be of the essence and We shall not be liable for any loss or damage suffered by the You as a result of the delivery of services being delayed or postponed for any reason.

7. CLIENT’S OBLIGATIONS

7.1 You shall be responsible for the correctness of all measurements for products or materials which You give to Us. Where these measurements are not correct and accordingly materials or products which are ordered or provided by You are the wrong size, You shall bear the expense of rectifying this.

7.2 You shall co-operate with Us as may be necessary to facilitate this agreement, including but not limited to:

- a) Permitting Us access to the property or location in which the services are to be supplied (“the Site”) and assuring that such access is appropriate and adequate.
- b) Providing Us such facilities as may be necessary in order to allow Us to complete the services.
- c) Following Our reasonable instructions relating to safety and the state of work which has recently been completed by Us or is in the process of being completed or to the state of the Site in general, including directions and restrictions on appropriate usage, care and maintenance.

7.3 Unless the Quotation specifies otherwise, You will be responsible for any cleaning and redecorating which is necessary to the Site after We have completed the agreed services.

7.4 Where We store or keep any materials or equipment on Site, You shall be responsible for the security and safety of such and shall account to Us for any loss or damage.

7.5 You shall be responsible for any permissions, licences or consents which are necessary in order for the services to be provided. You the Client warrant that he has applied for and obtained all such necessary permissions, licence or consents prior to contracting Us.

8. THE QUOTATION

8.1 We shall provide to You a proposal for the services to be provided (“the Quotation”) which shall set out:

- a) The services which We will undertake for You.
- b) The date or time period within which the service will be performed.
- c) The costs which You shall be charged for the performance of the services, including:
 1. Any fees which We shall charge.
 2. Any disbursements or expenses which We will require You to meet (including but not limited to the costs of materials).
 3. Any VAT or tax element which will be payable by You.

8.2 The Quotation shall be attached to these terms and conditions as a schedule, and where a contract is entered into between Us and You, You will be deemed to have accepted the content of the Quotation in full.

9. PRICE AND PAYMENT FOR THE SERVICES

9.1 The Initial Price You owe Us for the Services is set out in the Job Sheet, Quotation or Invoice (or in any amendment to the Contract We provide to You).

9.2 Unless otherwise agreed with Us (and noted on the Job Sheet, Quotation or Invoice accordingly) you agree to pay Us the Initial Price together with any additional costs (as referred to in paragraph 9.6 below) immediately upon completion of the Services and You shall ensure that payment is made available to Us without unreasonable delay.

9.3 If you fail to pay Us as required in accordance with paragraph 9.2 above and We do not subsequently receive full payment from You within 28 days of the date the payment is due We can charge You interest at the statutory rate from the date the payment was due until the date You pay it.

9.4 We reserve the right (at our absolute discretion) to require advance payments, stage payments or deposits before or during the provision of the Services. We shall specify any advanced payment or other specific payment requirements to You before commencing the Services.

9.5 Payments may be made by cash, debit or credit card and the means of payment should be agreed in advance of the Services being provided. Debit or credit cards can include a three percent (3%) transaction charge.

9.6 We may allow account facilities to be established for certain customers. Any such arrangements must be agreed in advance and confirmed by Us in writing. Payment terms for approved account customers are strictly thirty (30) days from the date of invoice and any queries in relation to an invoice must be notified in writing to Our accounts office within seven (7) days of the customer receiving the invoice.

10. ADDITIONAL COSTS THAT WE CAN CHARGE FOR

10.1 The costs set out in this section 10 are in addition to the Initial Price You pay Us for the Services.

10.2 Our locksmith will tell You of any costs that You will need to pay in addition to the Initial Price in order for Our locksmith to be able to complete the Services when he or she attends Your property. Such additional charges are likely to include (but are not limited to) the cost of replacement parts and additional labour time which could not reasonably have been anticipated prior to Our locksmith attending Your property and inspecting the works required to be undertaken. You agree to pay Us the additional costs immediately following our completion of the Services. If You do not want to pay the additional cost, You can cancel the contract by informing Our locksmith before work commences.

10.3 If You do not, after being asked by Us, provide Us with all relevant information requested in order to allow us to provide the Services, or You provide Us with incomplete or incorrect information, We may make an additional charge of a reasonable sum to cover any extra work that is required in order to provide the Services.

11. REASONS WHY WE WILL NOT PERFORM THE SERVICES

We will not have an obligation to perform the Services if any of the following happens:

11.1 We are unable to repair or replace Your lock as the necessary spare or replacement parts or locks are no longer available.

11.2 You do not pay for all or any part of the Services as We have agreed and/or You do not provide sufficient evidence of Your ability to pay for the Services as may reasonably be requested by Us.

11.3 You do not provide Us with any necessary information that We have requested from You or the information You do provide is incomplete, incorrect or generally regarded by Us to be insufficient. In particular if You have failed to provide proof of identification and ownership of the property (or in circumstances where You are a tenant or licensee, satisfactory evidence of the landlord or licensor's consent to the Services being delivered by Us).

11.4 You do not give Us access to Your property at the time that You agreed with Us.

12. ACCESS TO YOUR PREMISES

12.1 You agree that You will allow Us access to Your property at the time and date agreed by You and Us.

12.2 You agree that We may enter Your property to carry out the work or to recover any equipment or goods of ours which We have left on Your property.

12.3 You agree that We may enter Your property to recover any equipment or goods of Ours if no payment have been received as set out in section 9 and section 10.

13. THE GUARANTEE

13.1 We provides to You the Client, in addition to any statutory rights which You may have, a guarantee that the services provided under this contract shall be free from defective or flawed materials or workmanship for a period of 12 months from the completion of the services, notwithstanding that this guarantee shall not apply to:

- a) Defects or flaws which are as a result of any misuse, failure to adequately and properly maintain, neglect or failure to follow instructions or recommendations on the part of You the Client.
- b) Any defect or flaw which is caused by mechanical or chemical damage (which is not in itself a result of some defect in the workmanship or materials) and which arises after risk in the property has passed to You the Client.

13.2 We the Supplier shall, at Our sole discretion, determine the manner in which We will satisfy this guarantee, whether by repairing, re-performing, or replacing the services, or by refunding to You the Client all or part of the monies which have been paid.

13.3 Where You the Client considers that the services are defective upon delivery or performance then You shall notify Us of this within 5 days, failing which You shall not be entitled to claim the benefit of this guarantee.

13.4 This guarantee shall not become effective until You the Client has paid the Us in full, failing which You shall not be entitled to claim the benefit of this guarantee.

14. YOUR CANCELLATION RIGHTS

You can end the Contract in any of the following circumstances by writing to Us and telling Us:-

14.1 If We break the contract in some important way and We fail to fix the situation within 28 days of You asking Us to in writing;

14.2 If We become insolvent, or become subject to an administration order or if We stop trading;

14.3 If You give Us at least 48 hours' written notice of Your intention to cancel the Contract.

15. OUR CANCELLATION RIGHTS

15.1 We can end the Contract in any of the following circumstances by writing to You and telling You:-

- a) You fail to pay a sum when it is due to be paid or if You otherwise break this Contract in some important way and You fail to fix the situation within 28 days of Us asking You to in writing;
- b) If We are no longer able to carry out the Services due to the law or due to regulatory reasons;
- c) We give You at least 28 days' written notice of Our intention to cancel the Contract.

15.2 If We end the Contract because of Your fault and any work has been carried out but not paid for by You, then You must pay Us for that work as soon as the Contract ends.

16. DISCLAIMERS AND EXCLUSIONS

16.1 We shall not be responsible in any circumstances to You the Client or any third party for any loss of profit or indirect or consequential economic damage or loss, howsoever caused, whether as a result of negligence, misrepresentation, breach of contract or otherwise.

16.2 Nothing in the forgoing shall be read as restricting or limiting in any way the Our liability for death or personal injury.

17. IF THERE IS A PROBLEM WITH THE SERVICES

17.1 In the unlikely event that there is any defect with the Services or the locks supplied and fitted by Us and such defect manifests itself in the twelve (12) month period immediately following completion of the Services, please tell Us as soon as reasonably possible and give Us a reasonable opportunity to inspect and repair such defect or to replace any defective lock as appropriate.

17.2 In the event that a defect is reported to Us in the twelve (12) month period following completion of the Services and upon our inspection of the matter such defect is found to be genuine (and not the result of deliberate or negligent damage) then we will use every effort to repair or fix the defect as soon as reasonably possible. You will not have to pay for Us to repair or fix a defect in the Services under this section 17.2

17.3 In the event that a defect is reported to Us in the twelve (12) month period following completion of the Services and upon inspection of the matter the defect is found to be but not limited to deliberate or negligent damage You will be required to pay for Services carried out for Us to repair or fix a defect in the Services.

18. OUR LIABILITY TO YOU

18.1 We will take all reasonable care to avoid and/or minimise damage being caused to Your property (including but not limited to doors, windows, glazing, walls, plaster work, paint work, decorations and floors etc.) in the course of Us providing the Services. For the avoidance of doubt, We shall have no responsibility for making good any such damage which does occur or for any cleaning or other associated costs linked to such damage.

18.2 We will not be liable to You for any loss or damage due to the Contract unless We cause death or injury through Our negligence.

18.3 If You are a consumer, We will not be responsible under this Contract for any loss or damage which relates to any business of yours. Nothing in these Terms will affect Your right to bring legal action.

18.4 All parts supplied by Us and all materials used in carrying out the Services shall remain Our property until payment is received from You in full.

18.5 By using any of Our Services you agree to indemnify Us against all actions, claims, demands, cost, losses and expenses of any kind that may be brought or awarded against Us howsoever arising out of, or in connection with any advise, Services or products We supply, or by carrying out any instructions given to Us by You.

19. EVENTS OUTSIDE OUR CONTROL

If either of us fails to meet any of our obligations under this Contract because of an event or circumstance beyond our reasonable control we will not count this as breaking the Contract.

20. HOW WE MAY USE YOUR PERSONAL INFORMATION

20.1 We will use the personal information You provide to Us to:

- a) provide the Services;
- b) process Your payment for such Services; and
- c) inform You about similar products or services that We provide, but You may stop receiving these at any time by contacting Us.

20.2 You agree that We may pass Your personal information to credit reference agencies and that they may keep a record of any search that they do.

20.3 We will not give Your personal data to any other third party.

20.4 All data kept is in accordance with the Data Protection Act 1998.

21. LEGAL CONDITIONS

21.1 The Contract is governed by English law.

21.2 You cannot transfer the legal rights to this Contract without Our written permission. We may transfer any part of this Contract but Your rights and obligations under this Contract will remain unaffected. If We transfer any of the rights and obligations under this Contract to another company the expression "We", "Our" or "Us" will include that other company for the purposes of this Contract.

21.3 If We need to serve a notice on You under this Contract, We will send it to the address set out on Your Job Sheet, Quotation or Invoice. You must serve any notices on Us at the address shown below.

21.4 If any term of this Contract is held by the courts or any other legal or regulatory body to be invalid or unenforceable, the rest of the terms of the Contract shall not be affected by such invalidity or unenforceability.

21.5 If You breach any contract between Us and We fail to enforce the provisions of the contract, Our failure or silence should not be understood by You that We are giving up on Our rights and remedies. If either We or You do give up on Our rights and remedies on one occasion, that does not mean that We or You are doing so in respect of any other rights or remedies We may have.

22. ABOUT US

22.1 Our company name is JR Lock and Secure.

22.2 If You want to ask Us anything about these Terms or the Services We are performing for You or if You want to make a complaint, please contact JR Lock and Secure by phone, email or post.

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