

Terms & Conditions

The following handyman terms and conditions of business apply to all works carried out by KB Service LLC:

1 Parties, Definitions and Interpretation

1.1 In these terms and conditions (which are referred to in this document as “these terms”), “Customer” means the customer for whom the Works are to be carried out by KB Service LLC “KB Service LLC” means KB Service LLC. “Contract” means the agreement between the Customer and KB Service LLC to carry out the Works of which these terms form a part and (where these terms are a schedule to a signed agreement between the Customer and KB Service LLC (“the Agreement”) the Agreement, “Works” means the works described in KB Service LLC’s estimate or Quotation and/or as referred to in KB Service LLC’s Work Detail Sheet or any other document or email issued by KB Service LLC, as may be varied by agreement in writing between the parties. For the purposes of these terms, “in writing” includes by email and any document which is set out in a hand held device and any signature on a hand held screen shall be treated as in writing. In these terms words importing the masculine gender also include the neuter and the feminine gender and words importing the singular number include also the plural number, where the context so requires.

2 General

2.1 The Customer will be treated as an Account Customer or Non-Account Customer, according to KB Service LLC’s reasonable discretion.

2.2 All estimates and Quotations given by KB Service LLC, all orders and instructions given by the Customer, and all work authorisations, are governed by these terms. They supersede any other terms appearing elsewhere and override and exclude any other terms stipulated or incorporated or referred to by the Customer, whether in the order or instructions or in any negotiations or in any course of dealing established between KB Service LLC and the Customer, except where these terms are a schedule to a signed Agreement between the Customer and KB Service LLC, in which event these terms apply only to the extent not inconsistent with that Agreement.

2.3 The Customer acknowledges that KB Service LLC has not made any representations (other than any expressly stated in the Contract and/or in KB Service LLC's estimate or Quotation), which have induced it to enter into the Contract, and the Contract shall constitute the entire understanding between the Customer and KB Service LLC for the performance of the Works (and detailed in paragraph 4 below).

2.4 No modification to the Contract shall be effective unless made by an express written agreement or email exchange between the parties. The signing on behalf of KB Service LLC of any documentation of the Customer shall not imply any modification of the contract.

2.5 Nothing in this Contract is intended to confer on any person any right to enforce any term which that person would not have but for The Contracts (Rights of Third Parties) Act 1999. Accordingly, a person who is not a party to this Contract shall have no rights under that Act to enforce any of its terms, but this does not affect any right or remedy of such person, which exists or is available apart from that Act.

3 Estimates and variations to the price

3.1 Any estimate which may be given either verbally or in writing by KB Service LLC is subject to withdrawal by KB Service LLC at any time before receipt of an unqualified acceptance from the Customer and shall be deemed to be withdrawn unless so accepted within fourteen (14) days from its date of these handyman terms being accepted.

3.2 Unless otherwise specified by KB Service LLC in the relevant estimate, an estimate is not a firm or fixed price quotation. It is an estimate of the likely minimum cost of the Works, based on the information made available to KB Service LLC. KB Service LLC's final price will be calculated on the basis specified in the estimate, if any, or if none, in accordance with KB Service LLC's Schedule of Rates applicable at the time the Works are carried out and may be increased above (but not reduced below) the specified price. Furthermore, KB Service LLC reserves the right to increase the price before carrying out the Works by an amount equivalent to any increase to KB Service LLC in the cost of relevant materials, labor, equipment hire or transport since the date upon which KB Service LLC's estimate, written, emailed or oral, was given, save that if this would increase the estimated price by more than 10%, the Customer may cancel the Contract provided it does so before the Works are begun, any relevant materials are ordered or any relevant equipment is hired.

3.3 KB Service LLC charges a fee for the collection of materials at the rate of 20% of the material costs from its suppliers except with respect to work for which there is an estimate. If the collection occurs whilst KB Service LLC is on site, the time taken will be treated as an addition to the quotation and charged at the relevant rate. If the materials are ordered for subsequent collection and delivery, a charge may be made by KB Service LLC of 50.00. Materials will be supplied at cost net after KB Service LLC discounts plus KB Service LLC normal mark-up to cover handling, stock maintenance etc. KB Service LLC cannot offer any guarantee to work if the materials are supplied by the customer. Materials once paid for are then owned by the customer. KB Service LLC offer no refunds for materials. Should you wish to return the materials we are happy to help. There is a 50.00 admin charge to cover time, any refund excludes the cost of postage & packing and supplier restocking fees. Should there be any delay in the work or the work takes longer to complete due to the materials supplied by the customer, KB Service LLC will make an additional charge for all delays and additional work.

3a Quotations

3a.1 Unless otherwise specified by KB Service LLC where the Customer is provided with a fixed price Quotation by KB Service LLC that fixed price shall be valid and open for acceptance within fourteen (14) days unless a longer time is specified on the face of the Quotation and, if not so accepted within the designated period shall be deemed withdrawn.

3a.2 Before the commencement of work KB Service LLC reserves the right to require the Customer to pay an initial payment of 20% (or such greater sum if so required) against the full Quotation Value on all quoted Works above 1000.00. All materials will be paid in full before the start of any work.

4 The Works

4.1 All descriptions, illustrations etc. contained in any catalogs, price lists or advertisements, or otherwise communicated to the Customer, are intended merely to present a general idea of the Works and nothing contained in any of them shall form a part of the Contract.

5 The Price

5.1 The price payable by the Customer is calculated as specified in paragraph 3 above and shall be stated on the Invoice/Job Sheet or where no price is stated our current standard price for the services provided. The charge shall consist of the cost of materials supplied by the Company and the amount of time spent in undertaking the Works (including reasonable time spent obtaining unstocked parts and materials charged in accordance with the Company's current Schedule of Rates.

5.2 Unless otherwise stated, the price and all estimates and Quotations provided by KB Service LLC are shown exclusive of Value Added Tax at the prevailing rate.

6 Payment

6.1 Non-Account Customers: Payment by the Customer is due on completion of the Works. Payment must be made on the same day as the work are completed. Payment can be made by cash, Check, Visa, Mastercard, American Express, or ACH.

6.2 Account Customers: KB Service LLC will seek to submit invoices to Customers within 5 days of completion of the Works and subject to paragraph 8 below, payment must be made by the Customer within 30 days after the date of issue of the invoice.

6.3 Snagging: Where the Works have been priced by way of a fixed price Quotation and have been completed subject to snagging, 95% of all amounts outstanding must be paid on such completion and the Customer must provide access to KB Service LLC without delay to enable the snagging to be finalized. The balance of 5% will become payable upon the finalization of the snagging or, if access has not been made available to carry out the snagging within 14 days of completion, at the expiry of such 14 day period.

6.4 Where the Customer is represented by a third party (such as a managing agent, contractor or other representative), in the event of non-payment by the Customer, the third party will be responsible for payment unless KB Service LLC has agreed otherwise in writing.

6.5 KB Service LLC shall be entitled to interest on a daily basis and reserve the right to charge such interest on any amount not paid on the due date for payment from such due date until payment in full at 8% above the bank base rate at the relevant time.

6.6 KB Service LLC shall not be required to issue or deliver any certificates, guarantees or other similar documents regarding the Works until payment has been made in full.

7 Commencement and Completion Dates

7.1 Dates specified for the commencement and completion of the Works are estimates only. KB Service LLC shall use all reasonable endeavors to ensure that it will attend on the date and time agreed. However, it accepts no liability in respect of non-attendance or late attendance on site or for the late delivery of materials. Time shall not be of the essence of the Contract except as provided for in paragraph 16 below.

8 Inspection of the Works

8.1 The Customer shall inspect the Works as far as it is reasonably possible to do so immediately upon their completion (though failure to countersign the relevant Works Detail Sheet shall not imply rejection of the Works) and if it considers that the Works or any part thereof are not in accordance with the Contract, it shall within 7 days from the date of inspection give detailed notice in writing thereof. In the absence of any such notice, the Works shall be conclusively presumed to be complete and free from any defect, which would be apparent on reasonable examination.

9 Indemnity

The Customer shall indemnify KB Service LLC against all actions, suits, claims, demands, losses, charges, costs and expenses which KB Service LLC may suffer or incur in connection with a claim by any third party resulting from a breach of the Customers obligations, undertakings, representations and warranties in connection with this Contract.

10 Whole Agreement and Exclusion of Liability

10.1 These terms set out KB Service LLC's entire liability in respect of the Works and KB Service LLC's liability under them shall be in lieu and to the exclusion of all other warranties, conditions, terms and liabilities, expressed or implied, in respect of the Works and the quality thereof.

11 Limitation of Liability and Liability of KB Service LLC

KB Service LLC liability shall be limited to:

11.1 the repair or making good of any defect pursuant to its undertaking in paragraph 13 below and subject always to paragraph 8 above.

11.2 liability for death or personal injury resulting from negligence in the course of carrying out KB Service LLC's duties, and

11.3 the reasonable costs of repair or reinstatement of any loss or damage to the Customers property if such loss or damage results from KB Service LLC's negligence or that of its employees, agents, franchisees, or sub- contractors and the Customer incurs such costs.

12 Access

12.1 The Customer shall provide clear and safe access to enable KB Service LLC to undertake the Works and will make all necessary arrangements with the proper persons or authorities for any traffic controls and signals or other permits or permissions required in connection with the carrying out of the Works. The Customer will at all times provide a safe working environment for KB Service LLC and its employees, agents, franchisees and sub-contractors for the purposes of carrying out the works. Where applicable to drainage works, the Customer will provide, if possible, a plan showing drain layouts. If this is not available,

KB Service LLC reserves the right to render additional charges at the relevant applicable rate in accordance with paragraph 3.2 above if blockages occur in drains not covered by the specifications or if it is necessary to trace unidentified drains to complete the Works. The Customer must obtain any permission for KB Service LLC to proceed over property belonging to third parties. The Customer shall indemnify KB Service LLC against all claims of whatsoever nature made by third parties arising out of the presence of KB Service LLC its employees, agents, or sub-contractors on the Customer's property save where such claim results directly from negligence on KB Service LLC's part. The Customers shall be liable to KB Service LLC for all loss of damage whether direct, indirect or consequential which is suffered by KB Service LLC as a result of failure or delay by the Customer in performing the obligations referred to above.

13 Defects

13.1 Subject to paragraph 8 above and the exclusions listed below, KB Service LLC undertakes to repair or make good any defect in completed work which appears within twelve months of completion of the same to the extent that such defect arises from a breach of KB Service LLC's obligations under the Contract and provided that details of the defect are notified by the Customer to KB Service LLC in writing with such period that KB Service LLC and its insurers are given the opportunity of inspecting the work and the alleged defect. This undertaking shall only apply to work carried out and completed and invoiced by KB Service LLC and which is paid for by the Customer by the due date for payment ascertained in accordance with paragraph 6 above. If KB Service LLC returns to the site at the Customer's request to review a claim under this undertaking and it transpires that the defect had not arisen as a result of a breach on the part of KB Service LLC, KB Service LLC reserves the right not to carry out any work under this paragraph 13 where the Customer cannot evidence that the work originally carried out and completed by KB Service LLC or where payment has not been made in full for such work.

Exclusions are:

- Parts and materials will be provided only with the benefit of the manufacturer's / supplier's guarantee and are not guaranteed by KB Service LLC
- Systems or structures not installed by KB Service LLC
- Any recall arising from circumstances or factors known to the Customer but not notified or disclosed to KB Service LLC prior to the work having been undertaken.
- Defects resulting from misuse, wilful act, or faulty workmanship by the Customer or anyone working for or under the direction of the Customer (other than KB Service LLC)
- Structural defects encompassing but not limited to subsidence and its resultant effect
- Damage to drainage systems caused by root penetration or any other outside force

– Any roofing work where KB Service LLC advises that the overall condition of the roof is poor and is in need of more extensive work and the work undertaken involves less than 20% of the area of the roof

– Any work to repair an existing lock, or to fit any lock not supplied by KB Service LLC

13.2 In circumstances where KB Service LLC is unable to offer a guarantee KB Service LLC will notify the Customer before any work is carried out

14 Force Majeure

14.1 KB Service LLC will use all reasonable endeavors to carry out the Works on the agreed dates but shall not be under any liability to the Customer if it should be either impossible or impracticable to carry out the Works on the agreed dates or at all, by reason of strike, lock out, industrial dispute, act of god or any other event or occurrence beyond KB Service LLC control.

15 Customer's Liability

15.1 The Customer shall be liable for:

– Any loss, damage or injury, whether direct or indirect or consequential, resulting from failure or delay in the performance of the Customer's obligations under these terms

– Providing all necessary power and a clean water supply for KB Service LLC's use in the execution of the contracted works

– The safety of both plant and machinery belonging to or hired in by KB Service LLC or its employees, agents, and sub-contractors and shall indemnify KB Service LLC against its loss, theft or damage

15.2 The Customer must let KB Service LLC know of any dangerous gasses, liquids or other materials or of anything which the Customer believes may present a hazard or danger to any person who is due to carry out the Works before such work is started.

15.3 The Customer must provide KB Service LLC with all necessary details in respect of any relevant requirements specified by the Factory Inspectors or similar regulatory authorities.

16 Cancellations

16.1 If the Customer cancels the contract without KB Service LLC's consent other than pursuant to paragraph 3.2 above, the Customer shall indemnify KB Service LLC against all loss, damage, claims or other actions arising out of such cancellation unless otherwise agreed in writing, and for the avoidance of doubt any such cancellation is without prejudice to KB Service LLC's right to payment in accordance with paragraph 6 above

16.2 If KB Service LLC is unable to gain access to the Customer's premises or carry out the full works due to something the client has not done i.e. not moved heavy items or car in the way the Customer will be liable to pay the full amount of the quotation, should KB Service LLC need to return to finish of the works the customer will be liable for additional costs. This shall apply irrespective of the Works having been booked by the Customer or by someone acting on the Customers behalf e.g. tenant.

16.3 If the Customer cancels the Works to be undertaken pursuant to a quotation accepted by the Customer, subject to paragraph 3.2 above or pursuant to a Quotation subject to paragraph 3a above the Customer will be liable for a cancellation charge of 15% of the quotation price if the cancellation is made less than 14 days prior to the specified commencement date for the Works, 25% of the quotation price if the cancellation is made less than 7 days prior to the said specified commencement date and 50% of the quotation price if the cancellation is made less than 2 days prior to the said specified commencement date.

17 Removal of Waste Materials

17.1 Unless agreed in writing between the parties, the Customer will be responsible for the removal from site of all waste materials resulting from the Works

18 Frozen Pipes

18.1 KB Service LLC will not be liable for any fracture found in frozen pipes attended by KB Service LLC. KB Service LLC will not guarantee to clear blockages occurring in a frozen pipe or drain

19 Waiver, Variation etc

19.1 No waiver by KB Service LLC of any breach by the Customer shall operate as a waiver of any preceding or subsequent breach by the Customer. No variation shall be effective against KB Service LLC unless sanctioned in writing by KB Service LLC. No forbearance or delay on KB Service LLC's part shall prejudice KB Service LLC's rights and remedies under this contract.

20 General

20.1 If any provision set out in these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provisions held invalid shall not be affected. These Terms and Conditions shall be governed and construed in accordance with American Law and shall be subject to the exclusive jurisdiction of the American Courts.

20.2 Customer agrees, accepts, and understands, irrevocably and without exception and without recourse, to waive all actions, rights, claims, or relationships of agency to any chargeback and/or disputed payment procedure or refund, any future payments due by the terms of the agreement whether invoked personally and/or invoked by any financial, banking, and/or any credit card institution personally and/or on its behalf with respect to any purchase initiated.

20.3 Customer agrees to all Terms & Conditions contained herein and further agrees to waive all chargeback rights and any rights granted to them by their financial institution regarding cancellation of payments.

20.4 As a fair and equitable alternative, Company may elect any conflict of payment as it relates to goods purchased and/or services provided be bindingly arbitrated, irrevocably, without exception and without recourse.