

Terms and Conditions

THE FOLLOWING TERMS AND CONDITIONS GOVERN THE SUPPLY OF ALL GOODS AND SERVICES.

1. DEFINITION

1.1 For the purposes of the following terms and conditions are meaning are: (a) "The Company", "Our" or "We" shall mean Dakta construction Ltd (b) "The Customer" shall mean the person or organization for which the Company agrees to carry out the works and/or materials with.

1.2 The Company reserves the right to refuse or decline work at its discretion. All orders are accepted by the Company solely on these Terms and Conditions, which override any terms and conditions stipulated, incorporated or referred to by the Customer whether in its order or any negotiations. No variation or addition to these Terms and Conditions shall be incorporated into the Contract unless such variations or additions and the Company's agreement thereto are both expressly agreed in writing. Any order placed by the Customer with any of the Company's salesmen or other employees or representatives shall be subject to acceptance by the Company

1.3 Datka construction Ltd registration number is 08849246. The registered office address is 15 Woodley Court Highmoor, Amersham, England, HP7 9BT

1.4 All prices shown on this site are in GBP (sterling) and exclude VAT unless otherwise stated

2. GENERAL

2.1 We allocate 1-hour time slots from Monday to Saturday for site visits/inspections for the purpose of quotations and revisions of quotations, between our office hours of 08:00 am to 05:00 pm. At times it may be necessary to reschedule an appointment due to unforeseen circumstances. If so, we will attempt to contact The Customer to try to reschedule another appointment as soon as reasonably possible at a mutually convenient time. The Company accept no liability for any loss this might incur.

3. GUARANTEE

3.1 The Guarantee shall be for labour only in respect of faulty workmanship is for 12 months from the date of completion. All general materials have 12 months manufacturer guarantee. The guarantee may become null & void if the work/materials supplied by the company is: (a) Subject to misuse or negligence. (b) If work or materials have therefore been modified, tampered or repaired by anyone other than a Company Operative. The Company offers no such guarantee on materials supplied by the Customer and will accept no liability for any consequential damage or fault.

3.2 Datka construction Ltd are not responsible for the performance or suitability of any materials, parts or products purchased directly by the client whether directly or indirectly which have an impact on good or services supplied by The Company.

3.3 If you ask us to visit you for a fault which is not covered by this warranty or is subsequently found to be due to user error, user damage or because of something that you have done to cause the problem, our prevailing standard charges (T&C 11) will be applied.

4. QUOTATION

4.1 The agreed final quote represents a written contract for the exact work to be completed. Any agreement made verbally must be agreed by Muratali Toktorov or Kuban Usenov and no one else is authorised to bind The Company into any agreement(s). (a) The agreement is made between Datka construction Ltd and the customer. (b) The customer is identified as the name on the quotation. (c) Once agreed the client is liable for the full price of the quotation, including VAT and any additional works requested after. (d) Any quotation given by the Company is not an offer and the Company reserves the right to withdraw or amend any quotation at any time prior to the Company's acceptance of the Customer's order.

4.2 All quotations written by Datka construction Ltd for the client represent the requests of the client. We will not be held liable for any works that are not included in the written quote. Its customer responsibly to inform about any potential additional works related to quotation content.

4.3 All written quotation from the Company is valid for one month from the date of issue.

4.4 All quotations are not binding until agreed by both parties. All quotations will be subject to a start date, to be agreed and estimated completion time. Company reserves to extend completion time to until all works are completed to company quality and safety policy.

4.5 All materials supplied by us will be that of high quality. Any other materials can be ordered at special request by the Customer. We will endeavour to do our best in matching any existing décor, however on the odd occasion where that request may not be achievable the customer will be notified and consulted.

4.6 All quotation and estimates are subject to revision if there are any changes to the nature or extent of the requested work. This may apply to both labour and materials. Any works requested that was not included in the original quotation will be charged additionally.

4.6 (a) Client is liable for the full price of any additional works requested to any member of the Company, however only Muratali Toktorov or Kuban Usenov is authorised to provide costing for additional works, verbally or in writing.

4.6 (b) Its Client responsibility to consult price before ordering additional works. Any works ordered without price consultation are considered as Client agreement all charges related to additional work requested.

4.7 All labour charges are calculated by the Company in man hours. It may be that by employing extra resources The Company can finish a task more quickly than estimated. In that case, the price of the quote will still remain the same.

4.8 Any materials supplied by a customer should be consulted with the company. Company reserve right to charge additional labour if materials supplied by client requiring additional works or preparation for their correct and safe operation.

4.9 Indicated time for completion is estimated time only and Company reserve right to extend required time under various circumstance or additional difficulties. The time required is calculated based on assumption that subject workplace will be empty with no furniture, fixtures and other trades working at the same time as Datka construction Ltd.

4.10 Company reserves to charge additional labour for moving furniture or preparing workspace if Client premises will not be ready for work, not empty or occupier- unless otherwise agreed before work starts.

5. DEPOSIT

5.1 A deposit is required to cover material expenses on all quotations that exceed £500.00.

5.2 Default deposits are minimum 40% of the total amount quoted (i.e. deposit of £1,000 is required for quoted £2,500.00)

5.3 Deposit payment should reach company account within 7 days after quotation accepted.

5.4 Deposits will be deducted from the final payment.

6. CUSTOMER SATISFACTION

6.1 If the Customer is not wholly satisfied with the works then the Customer shall give notice in writing within 48 hours to the Company and shall allow the Company, and/or it's insured, the opportunity of both inspecting such work and allowing any remedial work to be carried out. Any remedial work carried out by a third party before The Company can inspect the work, within a reasonable time period, will render any liability void. The Customer accepts if they fail to notify the Company as aforesaid then the Company shall not be liable in respect of any defects in the work is carried out.

6.2 The Company shall not be liable for any indirect or consequential loss or damage or for loss of profit or business or depletion of goodwill which arises out of or in connection with the Contract. Where the Company sells goods to a Customer who is not a Consumer and the Customer sells those goods directly or indirectly to a person who is such a Consumer, without prejudice to its rights under the Contract the Customer shall indemnify the Company

against any liability or loss whatsoever arising directly or indirectly pursuant to the Consumer Protection Act 1987.

6.3 It is the responsibility of the client: (a) To remove valuable and/or fragile items from the areas to be decorated. (b) To remove pictures and other wall-hanging features. (c) To remove any portable electrical goods. (d) To make the workspace available and accessible. (e) To provide parking space for two vans during agreed building works

6.4 Datka construction Ltd will take reasonable steps to ensure that any valuables left in the work area are carefully and thoroughly covered and/or masked. However, on the rare occasion of overspill or dust getting past these precautions, we will endeavour to ensure that it is satisfactorily cleaned. If you are concerned about any particular valuables please make The Company aware so that we can take the appropriate precautions.

6.5 In the event of complaints including breakages and damages, Datka construction Ltd will notify the client immediately and aim to solve the situation. The Customer must notify Datka construction Ltd, in writing within 7 days of any complaints or breakages. Any breakages notified after this period will not be considered.

6.6 We will treat all complaints with urgency and in a discreet manner. All complaints will be logged for future reference and we will strive to keep The Customer updated.

6.7 All Written complaints can be sent to our Complaints Department at Datka construction Ltd, 15 Woodley Court Highmoor, Amersham HP7 9BT or info@Datkaconstruction.co.uk. After receiving your written complaint, we will undertake a full investigation, the result of which will be communicated to you in writing, within 14 days of us receiving your letter/email. We kindly ask that the customer provides as many details regarding their complaint as possible which should include dates, location address, invoice numbers and the engineer's details.

7. FINAL SIGNING-OFF

7.1 It is the customer responsibility to be available on the final day of the signed agreement for consultation, final snagging and final signing-off. In the event that the client is unavailable, unless otherwise agreed, the customer accepts, in his absence, that the project has been completed to their satisfaction.

7.2 On completion of outstanding balance must be paid in full within 7 days and then any certification will be signed and handed over to the customer. Any queries about final balance should be raised within 48 hours from receiving final bill/update.

7.3 The customer agrees that all works are complete when the items on the quotation/agreement have been completed.

8. PAYMENTS

8.1 We accept bank transfers payments by cheque, cash and card. All prices shown in GBP sterling exclude VAT unless otherwise stated.

8.2 All payments schedules must be agreed by Datka construction Ltd, otherwise, default deposit and stage payments stand: (a) for any works taking more than 5 working days(on the same site address or different addresses) or invoiceable costs above £1500 + vat, stage payments covering works already done are required. The stage payments have to be cleared before next work stage commence- unless agreed otherwise. (b) default stage payments for labour should equal to 40% Deposit, 30% paid on First Fix completion and 30% paid on Second Fix completion. (Materials shall be paid in full prior the work commences)

8.3 All invoices are due upon presentation or completion of the work, or by agreement. Should one invoice become overdue, then all invoices are due immediately.

8.4 In the event of late payments beyond 3 weeks, Datka construction Ltd will block the bookings of any work, requested by the client, while the invoice is not settled. Also, no certificates of any kind are issued until payment is made in full.

8.5 In the event of late payments beyond 14 days, Datka construction Ltd reserves right to charge interest on overdue amounts at an interest of 8.00 % per annum calculated on a daily basis and no more work will be carried on while invoice is not settled.

8.6 Title to any goods, supplied by the Company to the Customer shall not pass to the customer and shall remain the ownership of the company until payment in full for such goods has been made.

8.7 Until such time as title in such goods have passed to the Customer: (a) The Customer grants to the Company or its agents any agents access to the Customer's premises. shall have absolute authority to repossess, sell or otherwise deal with or dispose of all or any part of such goods in which title remains vested in the Company (b) For the purpose specified in (a), the Company or any agents acting on behalf of the Company shall be entitled at any time & without notice to enter any premises in which goods or any part is therefore installed, stored or kept or is reasonably believed so to be. (c) The Company shall be entitled to seek a court injunction to prevent the Customer from selling, transferring or disposing of such goods.

8.8 Cancellation of any work needs to be made in writing by email and any refund will follow the conditions on items 8(a) and 8(b), below: (a) If work has not started, Datka construction Ltd will apply a cancellation fee of 10% of the project and any loss of profit caused by the cancellation. (b) If work has started, Datka construction Ltd will apply a Cancellation fee of 10%, plus the labour costs up until the time of the cancellation, plus the cost of any items installed, plus the cost for returning any items not installed and any loss of profit caused by the cancellation.

9. TERMINATION

9.1 Datka construction Ltd reserve the right to terminate any signed agreement or project at any time.

9.2 Datka construction Ltd will not tolerate any aggressive behaviour, rude behaviour, racism, nationalism, sexism, homophobia or ageism directed towards any of its staff or contractors. As a result, we will exercise our right to terminate any signed agreement or project. 9.3 Customer can terminate the contract with Datka construction Ltd anytime, the customer will remain liable for quoted and other works requested in full amount.

10. FORCE MAJEURE

10.1 The Company shall be under no liability for any loss (including consequential loss or loss of profit) damage or delay or expenses of any kind whatsoever caused wholly or in part by Act of God, outbreak of war, civil commotion, government policies or restrictions or control including restrictions on export or import or other licences, trade or industrial disputes of whatever nature, whether or not such dispute involves the Company, its servants or agents, or by any other contingency whatsoever which is beyond the control of the Company.

11. STANDARD CHARGES

11.1- Minimum charge: first hour £80.00, second hour £70.00, third hour onwards £50.00

11.2- Normal day rate charge varies between £150.00 to £ 450 (depend on worker's or engineer's qualification)

11.3- Expenses, parking and congestion charge will be charged in addition to labour.

11.4- VAT will be charged at rate 20%

11.5- Materials cost will have a markup of 20% for costs up to £1000.00, the markup will change to 10% for costs between £1000.00 and £5000.00 and 5% for costs above £5000.00.

12. ETHIC AT WORK

12.1-We do not accept clients and contractors to negotiate terms and any sort of work with any member of Datka constution Ltd team a part of Muratali Toktorov or Kuban Usenov

12.2- It is prohibited offer work directly to the worker's and engineer's without Muratali Toktorov or Kuban Usenov consent. If it is found that Datka construction Ltd is working directly to the client, the contract will be ceased with full payment of the contract.