



JB ELITE
SWIMMING POOL SPECIALISTS

Unit 10 Alexander Court, Fleming Road, Corby, Northamptonshire, NN17 4SW

Phone: 01536 646 007

Email: info@jbeliteservices.co.uk

Web: www.jbeliteservices.co.uk

****Terms and Conditions for engagement with JB Elite Services ****

****1. Introduction****

1.1 These Terms and Conditions govern the provision of swimming pool building, repairs, fault finding and maintenance services (hereinafter referred to as "Services") by JB Elite Services (hereinafter referred to as the "Company") to the customer (hereinafter referred to as the "Client").

****2. Service Agreement****

2.1 By accepting our quote, signing a service agreement on engaging us in any works, the Client agrees to abide by these Terms and Conditions.

****3. Quotation and Pricing****

3.1 For quoted works the Company will provide a detailed quotation outlining the scope of work and associated costs. Prices are valid for 30 days from the date of the quotation. For repairs or fault finding a quotation may not be provided but hourly rates can be requested by contacting the office via phone (01536 646 007) or via email (info@jbeliteservices.co.uk)

3.2 Any additional work requested by the Client will be subject to additional charges, which will be agreed upon in writing.

****4. Payment Terms****

4.1 Payment is due as follows: Quoted works as per payment schedule. Non quoted works on completion.

4.2 Payment must be made within 5 days of receiving the invoice.

****5. Cancellation and Refunds****

5.1 The Client may cancel the project in writing, subject to the Company's cancellation policy. Any applicable refunds will be determined on a case-by-case basis.

****6. Project Timeline****

6.1 The Company will provide an estimated timeline for project completion, but this may be subject to change due to unforeseen circumstances.

****7. Scope of Work****

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7.1 The scope of work is outlined in the quotation and/or service agreement. Any changes to the scope must be agreed upon in writing.

****8. Warranties****

8.1 The Company provides a 1-year warranty on workmanship. Equipment and materials may be subject to separate warranties from manufacturers.

****9. Maintenance Services****

9.1 If the Client subscribes to our maintenance services, the terms and pricing will be outlined in a separate maintenance agreement.

****10. Liability and Insurance****

10.1 The Company maintains appropriate liability insurance. The Client is responsible for any damages or injuries that occur on their property during the project.

****11. Termination of Services****

11.1 Either party may terminate the Services with written notice if the other party breaches the terms of this agreement.

****12. Confidentiality****

12.1 Both parties agree to maintain the confidentiality of any proprietary or sensitive information shared during the project.

****13. Governing Law****

13.1 This agreement shall be governed by and construed in accordance with the laws of the United Kingdom.

****14. Dispute Resolution****

14.1 Any disputes arising from this agreement will be resolved through negotiation, mediation, or arbitration, as specified in the service agreement.

****15. Entire Agreement****

15.1 This document represents the entire agreement between the Client and the Company and supersedes all prior agreements or understandings.

****16. Ownership and Liability of Materials****

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16.1 All materials delivered to the project site remain the exclusive property JB Elite Services until full payment is received from the Client.

16.2 The Client assumes full liability for any loss, theft, or damage to the materials once they are delivered to the project site. It is the Client's responsibility to secure and protect these materials from any potential harm or loss.

16.3 In the event of loss, theft, or damage to materials, the Client is responsible for covering the cost of replacement or repair.

****17. Asbestos****

17.1 The quotation provided by JB Elite Services does not include any provision for the identification, removal, or abatement of asbestos-containing materials.

17.2 If asbestos is discovered on the project site during the course of the Services, it is the sole responsibility of the Client to engage qualified asbestos professionals for proper identification, handling, and disposal, in compliance with all applicable laws and regulations.

17.3 The Company shall not be held liable for any costs, delays, or damages arising from the presence of asbestos on the project site.

****18. Groundwater****

18.1 The quotation provided by JB Elite Services is based on the assumption that there are no significant groundwater issues at the project site that would affect the Services.

18.2 In the event that groundwater is encountered during the course of the project, and it requires special measures or additional work to mitigate its impact, such as dewatering or waterproofing, these additional services will be at the Client's expense.

18.3 The Company shall not be held responsible for any costs, delays, or damages arising

****19. Non-Visible Areas****

19.1 The quotation provided by JB Elite Services assumes that areas not visible during the initial assessment, such as the pool shell, pipework, and other concealed components, are in good and serviceable condition unless otherwise specified within the quote.

19.2 Any additional work required to repair or replace components within non-visible areas that are found to be in need of attention during the course of the project will be considered additional work and will be subject to additional charges.

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****20. Time Scales and Delays****

20.1 Any time scales provided in the quotation or project timeline are for general guidance purposes only. While the Company will make reasonable efforts to adhere to these time scales, they are not guaranteed.

20.2 The Company shall not be held liable for any costs, losses, or damages incurred by the Client due to delays or failure to meet specified timelines, including but not limited to project completion dates.

****21. Identification of Buried Services****

21.1 The Client acknowledges and agrees that it is their sole responsibility to identify and disclose the location of any buried services or utilities, including but not limited to water lines, gas lines, electrical lines, and communication cables, on the project site.

21.2 The Company shall not be held liable for any damage to buried services that were not properly identified and disclosed by the Client. Any costs or liabilities arising from such damage shall be the responsibility of the Client.

By accepting these Terms and Conditions, the Client acknowledges their understanding and agreement regarding the identification and protection of buried services as outlined above.

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