



Terms and Conditions of Business

1. For the purpose of these terms and conditions the following words shall have the following meanings:

- (a) "The Company" shall mean Ben Smith Electrical.
- (b) "The Customer" shall mean the person or persons or company or other organisation who requests the Company to supply services and/or goods subject to the terms of this agreement.
- (c) "The operative" shall mean the representative or representatives of the Company selected by the Company in its absolute discretion to carry out the works (or supply the goods and services) for the Customer.
- (d) "Services" shall mean electrical services, and any other service necessary for the electrical services to be carried out and completed.
- (e) "Goods" shall mean the products and materials and other articles supplied to the customer pursuant to the terms of this agreement.

2. Jobs on hourly rate. The total charge to the Customer shall consist of the cost of materials supplied by the Company (the trade purchase price of such materials + 30%) to the Customer and the amount of time spent by the operative in carrying out works for the Customer (to include all reasonable time spent in obtaining materials not carried for the Customer) charged in accordance with the Company's current hourly rates. All charges are subject to VAT at the prevailing rate except in cases where the work carried out is zero rated.

3. The time spent in the collection of non-stock items is chargeable by the Company. In the event this is required then the operative will keep a note of the time spent and will endeavour to keep the time spent to the minimum required.

4. The Company will provide a written estimate to the Customer of the works/goods and services to be supplied such estimate or estimates to be signed by a duly authorised representative of the Company. The prices quoted on such estimates are valid for the period stated therein, or, where no period is stated, for a period of thirty days from the date of issue of the estimate.

5. Invoices are due for payment within seven days of delivery to the Customer. Invoices which remain unpaid (whether wholly unpaid or in part) shall carry interest at the rate of 2% of the total value of the invoice to be charged each week (Mon-Sun) or part of week the invoice remains unpaid until payment in full is received by the Company.

6. Where the date and/or time for works is to be carried out is agreed by the Company with the Customer, then the Company shall use its best endeavours to ensure that the operative shall attend on the date and at the time agreed. However, the Company accepts no liability in respect of the non attendance or late attendance on site of the operative or for the late delivery or non delivery of materials.

7. Where a written estimate has been supplied to the Customer the total charge to the Customer referred to in the estimate may be revised in the following circumstances:-
(i) if after submission of the estimate the Customer instructs the Company (whether orally or in writing) to carry out additional works not referred to in the estimate.
(ii) if after submission of the estimate there is an increase in the price of materials.
(iii) if after submission of the estimate it is discovered that further works need to be carried out which were not anticipated when the estimate was prepared.
(iv) if after submission of the estimate it is discovered that there was a manifest error when the estimate was prepared.
All and any changes to the original estimate shall be confirmed by the Company to the Customer in writing within 7 days.

8. Where the work/goods and services agreed with the Customer will last longer than one week then in this situation the Company shall be entitled to invoice the Customer at the end of the week for work done and goods and materials supplied during that week. Payment of such invoices in full is required within seven days of delivery therein. In the event any such invoice is still outstanding at that time, whether in part or full, the Company shall be entitled to stop the work agreed under the Contract until such time as the invoice has been settled in full. The Company retains the right to terminate the Contract if invoices are still outstanding after three weeks.

9. The Customer shall incur personal liability to discharge the Company's account unless he discloses to the Company at the time he instructs the Company to carry out work and/or supply materials that he is acting on behalf of a third party (including, but not limited to, a Limited Company or Partnership and the third party confirms direct with the Company that he/she/it is instructing the Company) and (when the Customer has received a written estimate) the name of the third party appears on the written estimate. In that event the third party becomes the Customer.

10. If the Customer shall cancel his or her instructions prior to any work being carried out or materials supplied then the Customer shall be liable to pay the Company for any time spent and materials purchased by the Company together with the profit that would have been made by the Company had the work been carried out and/or materials supplied in accordance with such instructions.

11. Our Guarantee. If, after the Company shall have carried out the works the Customer is not wholly satisfied with the works then the Customer shall give notice in writing full details of any dissatisfaction within 3 months to the Company and shall afford the Company the opportunity of inspecting such works and, where appropriate, shall afford the Company the opportunity of carrying out any necessary remedial works. The Customer accepts that if he or she fails to notify the Company as aforesaid then the Company shall not be liable in respect of any defects in the works carried out. The Customer agrees to allow the Company's insurers to inspect any works carried out by the Company to the Customer.

12. The Guarantee shall be for labour only in respect of faulty workmanship. In respect of materials or appliances supplied by the Company, these will be guaranteed for 12 months from the date of completion where there is a manufacturers warranty in force.

The Guarantee will become null and void if the work/appliance completed/supplied by the Company is:

- (a) Subject to misuse or negligence.
- (b) Repaired, modified or tampered with by anyone other than a Company operative. Where the Company carries out works for the Customer using materials supplied by the Customer, no warranty is given as to the merchantability, fitness for purpose or otherwise of such materials and the Company accepts no liability in respect thereof.

13. The Company shall be entitled to fully recover costs or damages from any operative/contract whose negligence or faulty workmanship results in the Company being made liable for those damages or rectification of the work.

14. These terms and conditions may not be released, discharged supplemented, interpreted, varied or modified in any manner except by an instrument in writing signed by a duly authorised representative of the Company and by the Customer. Further, these terms and conditions shall prevail over any terms and conditions used by the Customer or contained or set out or referred to in any documentation sent by the Customer to the Company; by entering into a contract/agreement with the Company the Customer agree irrevocably to waive the application of any such terms and conditions.

15. Title to any goods, supplied by the Company to the Customer shall not pass to the Customer but shall be retained by the Company until payment in full for such goods has been made by the Customer to the Company.
Until such time as title in the such goods has passed to the Customer:
(i) the Company shall have absolute authority to retake, sell or otherwise deal with or dispose of all any or part of such goods in which title remains vested in the Company;
(ii) if the Customer fails to allow the Company access to collect such goods on reasonable notice, the Company will reserve all rights to take legal action to enforce clause 15(i) above, including, but not limited to, a Court Injunction.
Notwithstanding the foregoing, risk in such goods shall pass on delivery of the same to the Customer, and until such time as title in such goods has passed to the Customer, the Customer shall insure such goods to their replacement value and the Customer shall forthwith, upon request, provide the Company with a certificate or other evidence of such insurance.
Further, the Customer shall indemnify the Company against any loss or damage to the goods prior to the passing of the goods to the Customer on or after delivery to the Customer.

16. The Company shall not be liable for any delay or for the consequences of any delay in performing any of its obligations if such delay is due to any cause whatsoever beyond its reasonable control, and the Company shall be entitled to a reasonable extension of the time for performing such obligations.

17. The Company shall only be liable for rectifying works completed by the Company and shall not be held responsible for ensuring damage or claims resulting from this or other work overlooked or subsequently requested and not undertaken at that time.

18. These terms and conditions shall be governed in accordance with English Law. All contracts and agreements shall be construed and operate as English contracts under English Law.

19. Should any part of these terms and conditions be found to be invalid or unenforceable in any way then such terms and conditions shall be severed from this contract and the remainder of the provisions herein shall stand unaffected.

20. Should the Customer default, become bankrupt, enter liquidation or become subject to as receivership or make a voluntary arrangement with his/her/its creditors or become the subject of an administration order; or if the Company reasonably apprehends that any of the events mentioned herein is about to occur in relation to the Customer and the Company notifies the Customer accordingly in writing, the Company may, at its option and discretion, rescind and cancel the contract and agreement and shall be entitled to claim and be paid in accordance with clause 10 above.