

Terms and Conditions

Definitions

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

1.1 "Company" shall mean Herts EV Specialists Ltd.

1.2 "Customer" shall mean the person or organisation for whom the Company agrees to carry out works and/or supply materials

1.3 "Engineer" shall mean the employee or representative of the Company performing the work to the Customer.

2. The Company reserves the right to refuse or decline work at its own discretion. 2.1 Where the Company agrees to carry out works for the Customer those works shall be undertaken using an Engineer of the Company's choice at its sole discretion.

3. FIXED PRICE WORK shall be given as a firm cost, (manifest errors exempted) including labour and materials.

4. Where a written estimate has been supplied to the Customer the total charge to the Customer should not exceed the time quoted in the estimate by more than 20% but 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 there was a manifest error when the estimate was prepared.

5. The Company shall not be under any obligation to provide an estimate to the Customer and shall only be bound (subject as hereinafter) by estimates given in writing to the Customer and signed by a duly authorised representative of the Company. The Company shall not be bound by any estimates given orally or in which manifest errors occur.

6. Invoices are due for payment within the net payment terms upon delivery to the Customer. The Company reserves the right to charge interest on any part of that invoice which remains unpaid at the rate of 4% over the bank of England base rate until payment in full is received by the Company.

7. Where the date and/or time for works to be carried out is agreed by the Company with the Customer, then the Company shall use its reasonable endeavours to ensure that the Engineer 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 Engineer or for the late or non-delivery of materials.

8. If the Customer cancels their instructions within 48 hours of any work being carried out, then 50% of the agreed cost will be chargeable to the Customer, unless a new installation date can be agreed.

9. The Company offers a guarantee (the "Guarantee") on all work performed by its Engineers for a period of 12 months (the "Guarantee Period") from completion of the works. If, within the Guarantee Period, the Customer notifies the Company in writing that it is not wholly satisfied with the works with reasonable justification and detail of why he/she is not wholly satisfied, and subject to the Customer affording the Company and its insurers the opportunity of both inspecting such works, the Company or its insurers undertake to carry out any necessary remedial works if appropriate. The Customer accepts that if he fails to notify the Company as stated in this clause 11 then the Company shall not be liable in respect of any defects in the works carried out.

10. The Guarantee shall be for labour only in respect of faulty workmanship for 12 months from the date of completion with the manufacturers warranty in force for materials used.

10.1. 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.

The Company will accept no liability for, or guarantee suitability; materials supplied by the Customer and will accept no liability for any consequential damage or fault.

11. The company will not guarantee any work in respect of blockages in waste and drainage systems etc.

11.1 The Company will not guarantee any work undertaken on instruction from the Customer and against the written or verbal advice of the Engineer.

11.2 Work is guaranteed only in respect of work directly undertaken by the Company and where payment in full has been made.

11.3 Any non-related faults arising from recommended work, which has not been undertaken by the Company, will not be covered under this Guarantee.

11.4 The Company shall not be held liable or responsible for any damage or defect resulting from work not covered fully under the Guarantee or where recommended work has not been carried out.

11.5 Work will not carry the Guarantee where the Customer has been notified by the Engineer either verbally or indicated in ticked boxes or in comments on the order form of any other related work, which requires attention.

12. Where the Company agrees to carry out works on installations of inferior quality or over ten years old at that date no warranty is given in respect of such works and the Company accepts no liability in respect of the effectiveness of such works or otherwise.

13. 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 authorized representative of both the Company and 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 with the Company the Customer agrees irrevocably to waive the application of any such terms and conditions.

14. 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 the Customer has made payment in full for such goods 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 repossess, sell or otherwise deal with or dispose of all any or part of such goods in which title remains vested in the Company;

(ii) for the purpose specified in (i) above, the Company or any of its agents or authorised representatives shall be entitled at any time and without notice to enter any premises in which goods or any part thereof installed, stored or kept, or is reasonably believed to be;

(iii) The Company shall be entitled to seek a court injunction to prevent the Customer from selling, transferred or otherwise disposing of such goods. 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.

15. 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.

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

17. These Terms & Conditions and all contracts awarded between the Company and Customer shall be governed and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English law.

Revised: 2nd March 2023

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