

Terms and Conditions of Business

1. Payment and Price

- (a) The company reserves the right to vary the quoted price for the goods by upward additions in accordance with market conditions at the date of actual supply and the client shall pay such additions to the quoted price. Price lists or telephone quotations do not constitute an offer.
- (b) All invoices are due for payment by the date shown on the invoice. Payment is made in Pounds Sterling.
- (c) All overdue accounts will be charged on a daily basis, cumulative interest at 10% per day on the outstanding balance.
- (d) The client is obliged to pay the engineer at the end of each visit. The company reserves the right to insist on payment in advance.
- (e) The company does not under any circumstances offer refunds of the engineer's time or for unwanted or incorrectly ordered goods.
- (f) The company accepts payment by Cash, Bank Transfer or PayPal.

2. Availability of Goods

The company will use its best endeavours to comply with the date named for dispatch or delivery which date is given and intended as estimate only and is not to be the essence of the contract. If owing to non-availability of the goods or other causes beyond the company's control, the company shall be unable to effect delivery hereunder it shall be at liberty to determine the contract or part thereof by giving notice in writing to the client.

3. Property and Risk

- (a) For so long as any amounts remain owing from the client to the company (whether immediately due or not) title to the property of the goods shall remain with the company and ownership will not pass to the client until the company has received payment in full. In the event of the client reselling goods, if the company has not received all amounts owing to it, the client shall amount to the company for the proceeds of any such sale and meanwhile hold all proceeds in accordance with the principles of R v. Hallett Estates 1880 13CH.D96. At any time after the due date for payment from the client to the company, and so long as such amounts have not been received by the company in full, the company, at the client's expense, shall have the right to enter the client's premises and remove there from all goods which remain the property of the company. In the event of any unpaid invoice, the company shall reserve the right to reclaim any goods previously supplied to the value of the unpaid invoice.
- (b) The company accepts no responsibility for loss of or damage to goods whilst in our possession.

4. Design Variation

Whilst the company makes every effort to ensure that goods supplied correspond to in every respect with the sample, specification or description, provided as the case maybe, the company is not responsible for the minor variations in specification, colour or other design features, and no such minor variation shall entitle the client to rescind the contract or shall be the subject of any claim against the company by the client.

5. Warranty & Repair Claims

- (a) No liability for any claim for damage or non-functionality shall be accepted unless the company is notified in writing by the client within 48 hours of delivery. This period may be extended at the sole discretion of the company where the manufacturer's replacement exceeds this deadline.
- (b) No liability for any claim for missing items such as manuals etc. shall be accepted unless the company is notified in writing by the client within 48 hours of delivery.
- (c) No liability for any claim will be accepted in the case of goods differing in quantity or descriptions from the particulars given on the invoice unless the company is notified in writing by the client within 48 hours of delivery and the onus is on the client to prove any shortage.
- (d) In the case of manufacturers who operate direct product support and returns procedures, the client accepts an obligation to process their claim directly through the manufacturer.
- (e) No warranty is extended to consumable items, blank media, batteries, OEM's or generic products.
- (f) The client shall be liable for the full hourly labour charge if any goods inspected are found to be at fault, where the fault can be attributed to reasonable wear and tear, user error or misuse. The determination of this cause is at the sole discretion of the visiting engineer.
- (g) All goods are warranted on the condition that adequate power surge protection is in use. The warranty shall be seen as nil & void if the goods are not plugged in to an appropriate surge protection unit.
- (h) The company will guarantee hardware repairs where replacement components are not necessary for a period of 2 months from the date of Invoice. Subject to the terms stated above. Claims under this clause will be assessed prior to any agreement on liability and are at the sole discretion of the company.
- (i) No warranty is offered on repairs to Software.

6. Guarantee

All new goods are warranted free from manufacturing defect for a period of 365 days from the date of invoice, unless otherwise stated at the time of purchase. OEM goods do not hold any warranty. Goods failing within this period will be exchanged, repaired or credited at the sole discretion of the company, except where such failure can be attributed to reasonable wear and tear, user error or misuse, providing the goods are returned subject to the conditions outlined in clause 7. The client shall be responsible for all carriage, telephone, postal, labour and incidental charges incurred during the guarantee period.

7. Consequential Loss

The extent of the company liability to the client for any default or breach whatsoever and howsoever arising shall in no case exceed the invoice value of the goods and the company shall in no circumstances whatsoever be liable to the client in respect of any loss or damage, whether suffered by the client or any customer of the client and whether direct, indirect, consequential or however else arising. The company accepts no responsibility for loss of, or damage to goods, while in our possession.

8. Appointment Cancellations

- (a) The company reserves the right to claim compensation for the engineer's time allocated, at the company's full hourly rate (currently set at £25.00 per hour), should an appointment be cancelled or the client not be present at the appointment time.
- (b) If the client wishes to cancel or rearrange an appointment, the company must be informed, giving at least 24 hours' notice. The company will enforce charges outlined in clause 8 section a, if this is not adhered to.
- (c) The company reserves the right to cancel or rearrange appointments at its own discretion. No liability is accepted for any client costs incurred should an appointment need to be cancelled or rearranged.

9. Maintenance Contracts

- (a) The company reserves the right to sub-contract a maintenance agreement either for its complete duration or for a set time period; this is at the sole discretion of the company.
- (b) Priority response times are an estimate only; no claim shall be accepted against the company should these be impracticable for whatever reason; this decision resides solely with the company.
- (c) Maintenance contracts are non-refundable under any condition.
- (d) Priority response times are only applicable should the problem be identified by our field engineer as being an immediate threat to the stability of the business, we reserve the right in non-priority cases to attend the problem depending on our current booking schedule.

10. Law

- (a) If any part of these terms and conditions shall be found to be unlawful it shall not affect the validity or enforceability of the remainder of the conditions
- (b) This contract is and shall be deemed to have been made in England and shall in all respects be governed by English Law
- (c) In respect of consumer sales only, statutory rights are unaffected by these terms and conditions.
- (d) The company reserves the right to amend any part of these terms and conditions without notifying the client
- (e) By booking an appointment you are entering into a verbal contract with the company and thereby agreeing to abide by these terms and conditions. This can be enforced in an English court of law.