

Terms & Conditions of Havills Exhibitions, Havills Electrical Services & Chelston Rewinds

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

1.1. The 'Company' shall mean Havills Exhibitions, Havills Electrical Services and Chelston Rewinds

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

1.3. The 'Engineer' shall mean the employee or representative of the Company performing the work for the Customer.

2. The Company reserves the right to refuse or decline work at its own discretion. 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.

2.1. The customer is to advise the Company of the location of any concealed water, gas, electrical, telephone or other services prior to the commencement of the installation work. In the absence of such advice, the Company cannot accept liability for damage to these services or consequential loss due to the services being damaged.

3. Cables will be concealed where possible but will be surface run where, in the opinion of the Company, this is impractical.

3.1. The customer is to advise the Company in writing of the location of any asbestos or asbestos type material that can be found on the premises. Should asbestos or a material suspected of being asbestos is found in areas other than where previously documented, the Company reserve the right to request that samples of the material are tested in accordance with the Control of Asbestos Regulations 2006 at no cost to the Company. The customer must make available their premises asbestos registers as per The Control of Asbestos Regulations 2006.

3.2 It is the Customer's responsibility to move all stock/or any obstruction that may impede our engineers during any electrical works.

3.3 Lifting of carpets/flooring will be carried out by our engineers. Whilst every care will be taken, we cannot accept responsibility for carpets replaced not as originally fitted.

3.4 The Company do not make any allowances for re-decorating or re-plastering in any capacity. Upon completion of works the work area will be left clean and tidy. But any re-decorating or re-plastering is the sole responsibility of the customer.

4. The total charge to the Customer shall consist of the cost of the materials supplied by the Company and the amount of time spent by the engineer in carrying out works (including all reasonable time spent in obtaining un-stocked materials) charged in accordance with the Company's current hourly rates and minimum charges.

5. Fixed Price Work

5.1 Fixed Price Work shall be given as a firm cost, (manifest errors exempted) including labour and materials. All costs are plus VAT at the prevailing rate.

5.2 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% although it will be revised in the following circumstances:

a) 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.

b) If after submission of the estimate there is an increase in the price of materials.

c) 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.

d) If after submission of the estimate it is discovered that there was a manifest error when the estimate was prepared.

6. Estimates are only valid for a period of 30 days from the date of the estimate.

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 all 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.

7.1. Should an engineer not be able to enter the property at the time of the confirmed appointment due to no fault of the engineer or the Company. The Customer will be subject to a charge of £60.00 + VAT.

7.2. The works shall be carried out during normal working hours, 8.00am to 5.00pm Monday to Friday, unless alternative arrangements have been made in writing to the Customer.

7.3. Any parking charges, congestion charges, low emission zone charges incurred by the engineer will be passed onto the customer.

8. The Company will 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.

9. Our prices assume that work will be carried out as per the agreed proposal between the Customer and the Company. Variations to the agreed proposal, abnormal working conditions or any other work found to be necessary at the time of installation may be subject to additional charges.

10. The Contract for works

a) The contract can be terminated or amended by the Customer for any reason with 7 days' notice prior to commencement of the work.

b) A fee of 25% of the total estimate will be made to cover administration costs and the return of any goods to suppliers if less than 7 days are remaining.

11. Invoices are due for payment upon receipt of the invoice, unless there has been an alternative written agreement in place with a Havills director

11.1. The Company will be entitled to add interest on a weekly basis on any amount not paid within 7 days of the issue date. Interest will be charged at 10% of the balance overdue.

11.2. The Company does not accept any responsibility for payments lost or delayed in the post.

11.3. Domestic projects exceeding £1500 will require a deposit of 30% before the work can commence. This amount will need to be received 1 week prior to the works commencing. Payment can be made by card over the phone, cheque or bank transfer.

11.4. Commercial/Contractor Projects exceeding £3000 will require a deposit of 25% before the work can commence. This amount will need to be received 1 week prior to the works commencing. Payment can be made by card over the phone or bank transfer.

11.5. Payment of the works or the remainder of the works can be made by card over the phone, cheque or bank transfer.

11.6. The Company reserve the right to withhold any test certificate until final payment has been made.

11.7. After 30 days from the date of the invoice, the Customer will no longer be contacted by the Company. The Company will instruct their preferred company to recover the debt; the subsequent cost incurred by this, will also need to be paid by the Customer.

11.8. The Company reserves the right to add any cost incurred, inclusive of legal fees, in the pursuit of payment to the amount owed.

12. Title of Goods

12.1. 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 full payment has been made.

12.2. 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.

12.3. For the purpose specified in (12.1) 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 are installed, stored or kept, or is reasonably believed so to be.

12.4. The Company shall be entitled to seek a court injunction to prevent the Customer from selling, transferring 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.

13. The Guarantee

13.1. 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.

13.2. The customer accepts that if he/she fails to notify the Company as stated in this Clause 14 then the Company shall not be liable in respect of any defects in the works carried out.

14. All products and materials are covered by their manufacturer's standard warranty. However, the manufacturer's warranty does not cover any labour cost for replacement products to be fitted.

14.1. Any products that require replacement under the manufacturer's warranty will be subject to a discounted labour charge of £35.00 + VAT per hour.

15. The Company Guarantee

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

15.2. The Guarantee will be 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.

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

d) 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.

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

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

g) Should the Company agree to carry out works on installations of inferior quality, or over 10 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.

h) 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.

16. 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 both the Company and Customer. Further, these terms 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.

17. The Company shall not be liable for any delay or 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 time for performing such obligations.

18. 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.

19. Unless otherwise informed prior to commencement of work, we will assume, you have in place welfare facilities and that they are available for our employees to use.

20. These terms and 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.

21. These terms and conditions do not affect your statutory rights.