

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" - Ascot Building Services Ltd.
 - (b) "The Customer" shall mean the person or organisation for whom the Company agrees to carry out works and/or supply materials.
 - (c) "The Operative" shall mean the representative appointed by the Company.
2. The Company reserves the right to refuse to undertake or decline work at its own discretion.

Where the Company agrees to carry out works for the Customer then such works shall be carried out by the operative who shall be selected by the Company in its absolute discretion.
3. Jobs on hourly rate. The total charge to the Customer shall consist of the cost of materials supplied by the Company (to include a nominal trade % on the purchase price of such materials) 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) charge 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.
4. Quoted fixed price work shall be given as a firm cost which shall include labour and materials but excluding VAT which shall be charged at the prevailing rate.
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.
6. Invoices are due for payment immediately upon delivery to the Customer. Invoices which remain unpaid (whether wholly unpaid or in part) shall carry interest at the rate of 4% over the base rate from time to time of the Company's bankers until payment in full is received by the Company.
7. Where the rate and/or time for works 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 the site of the operative or for the late or non delivery of materials.
8. 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.
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 (when the Customer has received a written estimate) the name of the third party appears on the written estimate.
10. If the Customer shall cancel his 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 purchase 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. 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 within 12 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 fails to notify the Company as aforesaid 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 and for 12 months from the date of completion with the 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 will not guarantee any work in respect of blockages in waste and drainage systems etc.

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

Work will only carry a full guarantee where all Further Work has been completed and payment in full has been made.

The Company shall not be held liable or responsible for any damage or defect resulting from work not fully guaranteed or where Further Work has not been carried out.

Work will not carry a guarantee where the customer has been notified by the operative either verbally or indicated in ticked red boxes or in Further Works.

The Customer shall be solely liable for any situation in respect of Corgi Regulations or Gas Warning Notice.
14. 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.
15. Operatives operate under their own Corgi Registration and as such are solely responsible for any Gas related work and subsequent liability.
16. The Company shall be entitled to fully recover costs or damages from any operative/contractor whose negligence or faulty workmanship results in the Company being made liable for those damages or rectification of the work.
17. 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 with the Company the Customer agrees irrevocably to waive the application of any such terms and conditions.
18. 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) 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 upon any premises in which goods or any part thereof is installed, stored or kept, or is reasonably believed so 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.
19. 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.
20. 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.

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