

Simlec Terms & Conditions.

1. Definitions.

- 1.1 The "Buyer" or "Customer" or "Client" means the property owner or person who buys or agrees to buy goods and/or services from the "seller".
- 1.2 The "Seller" or "Company" means Simlec.
- 1.3 The "Conditions" means the conditions of sale set out in this document and any special conditions agreed in writing by the Seller.
- 1.4 The "Goods" or "Materials" means the supplied Goods on the Sellers order form, pro-forma or invoice.
- 1.5 "Services" means any services to be performed by the Company.

2. Conditions.

- 2.1 These "Terms and Conditions" do not affect your statutory rights as a consumer.
- 2.2 All contracts of sale made by the Seller shall be deemed to incorporate these terms and conditions which shall prevail over any other document or communication from the Buyer.
- 2.3 Acceptance of supply of Service shall be deemed conclusive evidence of the Buyers acceptance of these Conditions.
- 2.4 Any order or telephone confirmation shall be deemed to be an offer by the Customer for Simlec to carry out the works to these terms and conditions.
- 2.5 The contract between the Company and the Customer in respect of the works comes into existence when the Company accepts to carry out the work in accordance with the terms and conditions herein.
- 2.6 The Company cannot guarantee to matches of colours/shades of any supplied Goods.
- 2.7 Delivery times quoted are estimates only and time shall not be of the essence of the contract. Delivery shall be deemed to take place when the goods arrive at the Customer's premises. All risk in the goods shall pass to the Customer or its appointed agent at the time of delivery.
- 2.8 The Customer shall have no right to claim damages for any delay in delivery.
- 2.9 The Company shall pass on all costs of post and package to the Customer.
- 2.10 These Terms and Conditions shall not be altered, modified or varied unless expressly agreed in writing by the Company.
- 2.11 The headings of these Conditions are for convenience only and shall have no effect on the interpretation thereof.

3. Prices.

- 2.1 The price is based on normal working hours of Monday to Friday 9am – 5pm unless otherwise stated.
- 2.2 Prices do not include any charges made by the network operator or energy supplier unless specifically stated. These charges may be made for any work up to the meter including connections to meter or earthing terminal.
- 2.3 Basis of Pricing
 - a) **A Budget Price** is given as a guide for budgeting purposes when limited information is available in the early stages of a project. It is not an offer to carry out work for the price given. An estimate or a quotation should be obtained when more information is available.
 - b) **An Estimate** is an approximate price given either as a range or a percentage variation and constitutes an offer to do the work within the stated limits. It is used where an exact price is not required or there is inadequate information to give one.
 - c) **A Quotation** is an offer to do the work specified at the fixed price given
 - d) **A Provisional Sum** is an allowance made for a specific part of the work when there is inadequate information to include a fixed price for it. The sum is chosen with care but the final cost may vary considerably. An estimate or quotation should be obtained when more information is available.
 - e) **Day work** indicates charges for labour and materials used where either a price is not needed, there is not enough time to prepare one or it is not practical to give one due to unknown elements of work. Fault finding is a typical example and the time taken to locate the fault will often be longer than the time to fix it.
 - f) **Schedule of Work** The price is based on the schedule of work. This may be provided by the client or prepared by the contractor. It is the basis of the contract and clients should check it carefully to ensure it meets their requirements as variations will change the price.
- 2.4 Should a product's price change between receipt of order and dispatch the buyer will be notified of any changes to final costing.

4. Payment.

- 4.1 All payments are made payable to "Simlec" only.
- 4.2 Orders up to and including £500.00 require full payment paid in advance.
- 4.3 Orders between £500.00 and £1500.00 require a 50% deposit paid in advance and payment in full on completed works.
- 4.4 Orders over £1,500 require a 40% deposit paid in advance, and remaining final invoice amount paid on agreed payments or final invoice amount with agreed completed works.
- 4.5 Credit accounts are strictly 30 days only from invoiced date.
- 4.6 All unpaid credit accounts will accrue a suspension on current and future works until paid for in full.
- 4.7 Payments are to be made with cash, bank transfer or credit/debit cards.
- 4.8 Payments made using a credit/debit card carry a 3% transaction surcharge on top of payable amount.
- 4.9 In the event of late payment, the Company reserves the right to charge interest on overdue invoices. Overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at 2% above National Westminster Bank PLC base lending rate for the time being in force per calendar month.
- 4.10 All costs accrued from the recovery of late and overdue invoices to pass to the customer.
- 4.11 No certificates/documents of any kind are issued until payment is made in full of invoice.

5. Guarantees, Warranty, Liability and Risk.

- 5.1 The Company guarantees all workmanship under normal use for a period of 12 months from completion/invoice date.
- 5.2 The Company does not offer any guarantees or warranty on behalf of any supplied materials, these are held with the said manufactures of supplied goods only.
- 5.3 Any replacements required due to supplied goods becoming faulty under normal use and within manufactures stated guarantee/warranty the customer will be charged for replacement works.
- 5.4 Risk in the goods shall pass to the customer immediately on delivery to the customer or into custody on the customers behalf whichever is the sooner.
- 5.5 Notwithstanding delivery and the passing of risk, property in and title to the goods shall remain in the Company until the Company has received payment of the full price of
 - A) all goods and/or services the subject of the contract and
 - B) all other goods and/or services supplied by the Company to the Customer under any other Contract whatsoever.
- 5.6 The Customer shall keep the Goods properly stored, protected and insured and separate from all or any other goods whether belonging to the Company the Customer or any third party.
- 5.7 If the customer shall become bankrupt or unable to pay its debts as prescribed by section 123 Insolvency Act 1986 or compound with its creditors or in the event of a resolution being passed or proceedings commenced for the administration or liquidation of the customer (other than a voluntary winding up for the purpose of reconstruction or amalgamation) or if a receiver, manager, administrator or Administrative Receiver is appointed of all or any part of its assets or undertaking the company shall be entitled to cancel the contract in whole or part by notice without prejudice to any right or remedy accrued or accruing to the company.
- 5.8 Except where provided otherwise in these Terms and Conditions, the Company shall be under no liability of whatsoever caused whether or not due to the negligence or wilful default of the Company or its servants or agents arising out of or in connection with the goods. All conditions, warranties or other items, whether express or implied, statutory or otherwise, are hereby expressly excluded proving that nothing in this paragraph shall exclude or restrict any liability of the Company for death or personal injury resulting from negligence of the Company or its servants or agents. In any event liability to the Company shall be limited to direct loss and shall not include indirect or consequential loss.
- 5.9 The Company will not offer any guarantee of any kind for any type of lamp.
- 5.10 The Company will not offer any guarantee of any kind for electric motors.

6. Returns.

- 6.1 The customer shall not return goods or cancel orders without the previous consent from the Company.
- 6.2 Such consent will not be given where goods have been specially purchased by the Company to meet the Customer's requirements. If the Company gives such consent, it reserves the right to make a cancellation charge

7. Drawings/Documents.

- 7.1 All drawings, descriptive weights, dimensions, descriptions and illustrations contained in the sales literature, quotations and price lists are approximate only and shall not form part of this agreement.
- 7.2 Drawings, technical documents issued either before or after the conclusion of this agreement for the use or information of the Customer and such other information as may be supplied to the Customer including specifications shall not be copied, reproduced or communicated to any third party without the prior written consent of the Company.

8. Propriety Rights.

- 8.1 The Customer acknowledges that rights in respect of trade marks, trade names, copyrights, patents and other intellectual property rights connected with the goods do not pass to the Customer.
- 8.2 The Customer agrees to indemnify the Company against all liabilities, costs and expenses that the Company may incur as a result of work carried out in accordance with the customer's specifications, which involve infringement of any patent or other propriety right.

9. Sub-Contracting.

9.1 The Company reserves the right to sub-contract any part of any work or supply of any Goods or Services.

10. Construction and Use.

10.1 The Company shall not be responsible for adapting or modifying any goods to conform to statutory requirements not current at the time of the acceptance of order.

11. Weather Conditions.

11.1 The Company can not be held responsible for loss/damages due to adverse weather conditions and external influences.

12. Termination.

11.1 The Company has the right to terminate any Contract with the Customer at any time without liability/costs or damages against the Company.

11.2 The Company has the right to terminate any Contract at any time if,

- A) The Customer is in breach of any Terms and Conditions outlined in Simlec's Terms and Conditions.
- B) There is a direct risk of Danger/loss of life to any member of staff or representative of the Company.
- C) Any member of staff or representative are required to perform duties above and beyond there prescribed normal duties.

11.3 When the Company has issued a Termination Order to the Customer, the Customer must pay for any Goods or Services up to the termination date.

13. Cancellation.

13.1 You the Customer have the right, in addition to your other rights, to cancel your contract with the Company and receive a refund for any deposit you may have paid provided "T&C 6.2" is meet. You must contact us and inform us in writing of your desire to cancel your contract within 7 working days of prior to any work commencing. If no written cancellation notice is received 7 days prior to work commencing all deposits paid will be lost.

13.2 Written cancellations are addressed to the Company's address,

- A) Current address to be found at www.simlec.com if "T&C 13.2b" has changed
- B) Simlec, 4 Riverside Court, Girton Road, Cannock, Staffs, WS11 0EN

14. Inspection & Testing.

14.1 The Company will not be held responsible for any loss or damage to Customers equipment as a result of any Testing and Inspecting carried out.

14.2 Inspecting will not include the lifting of floor coverings to inspect.

14.3 Inspecting will not include the removal of wall coverings to inspect.

14.4 All concealed fixed wiring will not be Inspected.

15. Complaints.

15.1 If you have a complaint about our service or any goods or services you purchase from the Company then please contact us immediately. You will be contacted as soon as possible and within 24 working hours of our hearing from you and aim to provide a resolution within 21 working days.

15.2 All complaints will be dealt with in a fair and confidential manner.

16. Jurisdiction.

16.1 The Agreement shall be governed by and construed in accordance with English Law and the Courts of England shall have jurisdiction to hear all disputes arising in connection with the Agreement.

16.2 If any part of these terms and conditions that is not fundamental is found to be illegal or unenforceable, such finding will not affect the validity or enforceability of the remainder of these terms and conditions.

Simlec, 4 Riverside Court, Girton Road, Cannock, Staffs, WS11 0EN

Tel:01543 467271 Tel:07814 005569 Fax:07875 340335

Email:speak@simlec.com Web site:www.simlec.com