

## TERMS OF BUSINESS

### 1. DEFINITIONS

In these Conditions the following words shall have the meanings as below

“Conditions” means the standard terms and conditions for the supply of Goods and/or services set out in this document

“Contract” means a legally binding contract for the sale and supply of Good and/ or services and made in accordance with these conditions

“We” and “Us” means Roberts Electrical

“You” and “Your” means the person, business or company who purchases the goods/ services from Us

“Goods and /or services” means the goods and/or services supplied by Us

“Quotation or tender” means invitation to treat

### 2. GENERAL

2.1 All goods and/or services supplied by Us are sold upon the following Conditions and the placing of an order for any such Goods and/or services; or the acceptance of our Quotation or tender or of completed installation, includes acceptance of the following Conditions.

2.2 Unless expressly agreed by Us in writing any other terms or Conditions (including any which may be contained in your order) are excluded.

2.3 Unless expressly incorporated in our Quotation or tender, all descriptions, illustrations, drawings, dimensions, weights, measures, specifications, standards of performance or other descriptive matter or pre-contractual statements are approximate only and shall not form part of the Contract.

2.4 Our record of any order placed by you verbally shall be conclusive as to the type and quantity of Goods and/or service and the point and date of works.

2.5 We may subcontract the performance of some or all of our obligations under the Contract.

### 3. VALIDITY

3.1 Unless previously withdrawn, our Quotation or tender is open for acceptance within the period stated therein or, when no period is so stated, within 30 days after its date, and is subject to written confirmation by Us at the time of acceptance.

3.2 All Goods and/or services are offered subject to their being available upon receipt of order.

### 4. ACCEPTANCE

Unless you give us written notice within 7 days from the date of invoice that You disagree with the invoice for the goods and/or services provided by Us, You are deemed to have accepted our invoice in full.

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### **5. PASSING OF PROPERTY**

- 5.1 Notwithstanding goods supplied and installed, all goods supplied by Us will remain our absolute property until You pay in full for them and for all other goods previously supplied by Us;
- 5.2 Upon any sale by You of the goods (either alone or with other items) all rights which You have against the buyer shall automatically vest in Us;
- 5.3 We may while we are the owner of the Goods (and without prejudice to any other rights we may have under these Conditions) demand the immediate return of the Goods at any time and you will forthwith comply with such demand and bear the expenses for such return.
- 5.4 If you fail to return the Goods in accordance with Condition 5.3, you will be deemed to grant us (or our successors in title for the Goods) and our respective employees and agents an irrevocable license to enter onto any premises where the Goods are or may be situated for the purpose of removing the Goods (the cost of doing so shall be borne by you) and to sell or otherwise deal with such Goods.
- 5.5 You shall not be entitled to pledge or in any way charge by way of security any of the goods which remain our property, but in the event You do so, all moneys owing by You to Us shall without prejudice to any other right or remedy available to Us forthwith become due and payable.
- 5.6 Where You are not the end user or a property owner/tenant You shall be responsible for the cost of collection, treatment, recovery and environmentally sound disposal of all goods that fall within the scope of The Waste Electrical and Electronic Equipment Regulations 2006, together with any separate or supplemental implementation of the European Parliament and Council Directive on Waste Electrical and Electronic Equipment whether by Defra, the Department of Environment Northern Ireland or the Scottish Executive (together the "WEEE Regulations).

### **6. PAYMENT**

- 6.1 Payment in full without retention or set off shall be due not later than 14 days from date of invoice unless pre agreed terms.
- 6.2 Where Goods are specially ordered from manufacturers, and a carriage charge is made by such manufacturers, We reserve the right to recover this charge from You in addition to any other charges. You will also pay and additional charges incurred as a result of delivery by any particular method You may request (but we shall be under no obligation to comply with such request).
- 6.3 We may request a sum to be paid in advance, any advance payment made by You at our request shall be held by Us as a deposit and not as a part payment. Any deposit is non-refundable in the event of You cancelling the order.

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- 6.4 If You fail to pay Us any sum due pursuant to the Contract, You will be liable to pay interest to Us on such sum from the due date for payment and We, at our discretion shall be entitled to;
- A) exercise our statutory right to claim interest under the late payment legislation at 8% over the current Bank of England base rate accruing on a daily basis and compounded monthly until payment is made and;
  - B) claim compensation pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 at the current prevailing rates.
- 6.5 In the failure to pay Us any sums due, We without notice reserve our right to suspend further services until all arrears (including interest) have been paid, and at our option, to rescind any subsisting contact with You as to all or any future works but without prejudice to any rights already accrued to Us under such contracts.
- 6.6 No payment shall be deemed to have been received until We have received cleared funds.
- 6.7 Any monies that are pursued through the small claims court will be uplifted by £150 + VAT to cover the cost of the initial application process.
- 6.8 You will indemnify Us against all third party costs, losses, damages, expenses and liability including but not limited to all legal expenses and disbursements incurred by Us in recovering, attempting to recover or taking advice in connection with the recovery of any amount which is due from You (whether or not recover is successful), pursuant to these Conditions or otherwise.
- 7. RETURN OF GOODS**
- 7.1 In no circumstances may goods supplied against a firm order be returned without prior written consent from Us.
- 7.2 Where goods supplied are to be returned, We will require confirmation from the wholesaler that the goods can be returned before they are removed from site and only then will a credit be raised.
- 7.3 In no circumstances will goods installed against a firm order be returned. They will be charged in full, along with the cost of the service charge for that item to be installed, along with the costs of its removal.
- 8. TERMINATION**
- We may without prejudice to other rights and remedies determine the contract or any unfulfilled part of it or withhold further services or make partial services if:
- 8.1 You fail to make payment on the due date under this or any other contract between Us;
  - 8.2 You purport to cancel or suspend, or commit any breach of, this or any other contract between Us;

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8.3 You become insolvent or make any composition with your creditors or have a receiver appointed of all or any part of your undertaking or assets or go into liquidation (save for the purposes of amalgamation or reconstruction) and We shall be entitled to recover from You all our loss including any loss of profit.

### **9. CANCELLATION**

By making an appointment with Us, You accept and agree to the relevant cancellation policy. In the event that You cancel/postpone your visit with less than 24hours notice, We reserve the right to invoice You for an aborted visit fee and any non-returnable Goods already purchased.

If in the event of complete cancellation and the notice is greater than 24hours; We may charge You in full for any non-returnable Goods that have already been purchased for the work.

If in the event of a call out; the call out is cancelled whilst the engineer on route, we reserve the right to invoice You for a Call Out fee in full. We are able to supply supporting evidence of this if required.

### **10. WAIVER**

Any failure by us to enforce any or all these conditions shall not be construed as a waiver of any of our rights hereunder

### **11. RIGHTS TO THIRD PARTIES**

For the avoidance of doubt the provisions of the contracts (Rights of Third Parties) Act 1999 shall not apply to any term or condition hereof and nothing contained herein shall confer on any third party and benefit or the right to enforce any term or condition thereof.

### **12. CONFIDENTIALITY**

You will keep the terms on which You buy goods and/or services from Us confidential and will not disclose such information to anyone other than your officers and employees who need to know the same, or as required by any order of a court or the rules of a regulatory authority.

### **13. EVENTS OUTSIDE OUR CONTROL**

We shall not be liable to You or deemed to be in breach of any Contract by reason of any delay in performing, or any failure to perform, any of our obligations in relation to the Contract if the delay or failure was due to any events outside of our reasonable control including without limitation a technical a failure of the Internet, act of God, explosion, flood, fire, epidemic, accident, war, terrorism, sabotage, civil disturbance, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority import or export regulations or embargoes, industrial actions or trade disputes (whether involving our employees or those of a third party), inability to obtain or delay in obtaining supplies of adequate or suitable material, fuel, parts, machinery or labour.

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### **14. USE OF CUSTOMER INFORMATION**

We will collect, store and use any personal information provided by You in connection with Your account in accordance with the requirements of the General Data Protection Regulation and Our Privacy Notice.

The Privacy Notice sets out details of how we collect and use Your information. You consent to the use of Your information as described in the Privacy Notice.

Our Privacy Notice can be found on our website [www.robertselectrical.co.uk](http://www.robertselectrical.co.uk) or a copy can be requested by post.

### **15. AMENDMENT OF TERMS**

We are entitled to amend these Terms of Business at any time by written notice to You. We will give You written notice by a notice on Your invoice stating that new terms and conditions have been posted to our website or by a separate electronic/postal communication.

It is Your responsibility to check any amendments that are so notified.

If You wish to discuss the amended Terms of Business, you must do so within seven days of the change being notified. The amended terms will be deemed to have been accepted seven days after the date of the relevant notice if You have not contact Us within this period in writing.