



### Terms and Conditions:

- 1) For the purpose of these terms and conditions the following words shall have the following meanings:
  - i. "The client" shall mean the person or organisation for whom Express Services agrees to provide goods i.e. materials &/or services i.e. labour to
  - ii. "The company" shall mean Express Services (Beckenham) LTD which may also be referred to as "Express Services"
  - iii. The "Operative" or "Engineer" shall mean the representative appointed by the company. This has the same meaning for both Express Services' employees and subcontractors working on behalf of Express Services
  - iv. "Works" shall mean any goods or services provided to the client
- 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 client, the company will provide operatives and any equipment or materials as necessary to undertake the works.
- 3) The client is wholly responsible for payment; billing responsibility is non transferrable to any other business, entity or similar during or on completion of the works unless explicitly agreed in writing before the works commence. If the company agrees to transfer billing from the client to another business, entity or similar and on completion of the billing term the company has not received payment, the invoice will be transferred back to the client.
- 4) The charges to the client are clearly detailed on our 'Pricelist' page on our website [www.express-serv.com](http://www.express-serv.com). The total charges to the client comprise of the amount of time the operative spent carrying out the works (including all reasonable time taken to obtain unstocked materials), the cost of any materials supplied and any equipment hire. Additional charges may also be applicable for waste disposal or work that is completed out of normal working hours. There is also a charge for aborted calls where either the operative has arrived on site and there is no access to the site of the works or the client cancels the works within two hours of our agreed arrival time, abortive costs will also include any related expenditure to the visit i.e. material restocking charges. All charges are subject to VAT.
- 5) The company may use subcontractors in the provision of specialist works to the client. If the client does not wish for works to be carried out by a subcontractor, this should be expressed in writing before works instruction. Where written prohibition is not received at instruction, the client confirms acceptance to the data required for the works, inclusive of personal data as outlined by GDPR, to be passed to the subcontractor. Further information relating to privacy can be found here: [www.express-serv.com/Terms-and-Conditions-and-Privacy/](http://www.express-serv.com/Terms-and-Conditions-and-Privacy/).
- 6) Where a written quotation has been supplied to the client, the total charge to the client may be revised in the following circumstances:
  - a) If after submission there is a price increase for either the materials or equipment hire
  - b) If after submission the client instructs the company (whether orally or in writing) to carry out additional works not referred to in the quotation
  - c) If after submission of the quotation it is discovered that further works need to be carried out which were not anticipated when the quotation was prepared
  - d) If after submission it is discovered that there was a manifest error when the quotation was prepared
  - e) If it has been over 30 days since the submission. After this time the company will have to provide a new quotation for it to be valid.
- 7) The company shall not be bound by any quotations given orally in which manifest errors occur. The company shall only hold responsibility for written quotations.

- 8) Invoices are due for payment within the terms stated on the invoice as dated next to "Due", this will either be 7 days for private clients or 30 days for organisations. Any part of that invoice which remains unpaid after the due date shall be liable to interest and payment recovery charges under English Law.
- 9) Where the date &/or time for works to be carried out is agreed by the company with the client, then the company shall use its best endeavours to ensure that the engineer shall attend on the date and time agreed. However, the company accepts no liability in respect of late or non-attendance to works.
- 10) If, after the company has carried out the works, the client is not wholly satisfied with the works then the client shall give notice in writing within 1 month to the company and shall afford the company, and its insurers (where applicable), the opportunity of both inspecting the works and carrying out any remedial works if appropriate. The client accepts that if they fail to notify the company within this time then the company shall not be liable in respect of any defects in the works carried out.
- 11) The company will not be liable for any works that have been:
- i. Repaired, modified or tampered with by anyone other than the Express Services operative
  - ii. Subject to misuse or negligence
- The company will accept no liability, or guarantee suitability for any labour or materials supplied by the client and will accept no liability for any consequential damage or fault.
- 12) Where the company agrees 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.
- 13) These terms and conditions may not be varied or modified in any manner except by an instrument in writing signed by an authorised representative of the company and by the client. Furthermore, these terms and conditions shall prevail over any terms and conditions used by the client or set out or contained or referred to in any documentation sent by the client to the company.
- 14) Title to any goods supplied by the company to the client shall not pass to the client but shall be retained by the company until payment for such goods has been made by the client to the company. Until such time as the title of such goods has passed to the client:
- i. The company shall have absolute authority to repossess, sell or otherwise deal with or dispose of all or any part of such goods in which the title remains vested in the company,
  - ii. For the purpose specified in (a) above, the company or any of its authorised representatives or agents shall be entitled at any time and without notice to enter 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 client from selling or otherwise disposing of such goods.
- 15) 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.
- 16) 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.
- 17) We regret that if there are one or more points within this document with which the client does not agree, their only recourse is to not use Express Services. Instruction from the client to Express Services requesting works confirms acceptance to the privacy notice and terms and conditions herewithin.