

The Southern Pat Company Limited – Terms of Business

1. No order of the customer placed with the company (whether in response to a quotation or not) shall be binding on the company unless and until it is accepted by the company in writing. The company is not obliged to accept cancellation of accepted orders and may require payment of a cancellation charge before accepting any cancellation. Any contract made between the company and the customer (hereinafter called 'the contract') shall incorporate and be subject to these conditions; any other terms, which the customer shall seek to incorporate into the contract, are hereby expressly excluded. All the terms of the contract shall be those contained expressly or by reference in the company's acceptance of order and any representations of warranty whether written or oral made or given prior to the date of the contract is expressly excluded.
2. The price for the works shall be set out in the company's order acknowledgement or invoice but the company reserves the right at its option to charge or credit to the customer the amount of any error or omission in the price as set out. The customer agrees that the company shall have the right at any time before commencement of works to withdraw any discount and/or to revise any price quoted if, after the company's acceptance of any order, (1) there is an increase or decrease in the company's generally applicable price for such (or similar) works or, (2) there is an increase or decrease in the cost to the company of materials whether by reason of exchange rate fluctuations, third party change or otherwise. Unless otherwise specified other duties or taxes payable by the customer shall be added to the price if required.
3. The company intends to use its best endeavors to comply with any date or dates for commencement/completion of testing stated in the contract but unless the contract expressly otherwise provides, time shall not be of the essence of the contract and such date or dates shall constitute only statements of expectation and shall not be binding. If notwithstanding that the company had used its best endeavors it fails to commence/complete the testing by such date/dates, such failure shall not constitute a breach of the contract and the customer shall not be entitled to treat the contract as thereby repudiated or to rescind it or any related contract in whole or in part or to claim compensation for such failure.
4. The company shall be entitled to interest on any part of the contract price not paid by its due date from the date of invoice until payment at the rate of 5 per cent per annum above HSBC Bank Limited Base Rate prevailing from time to time during such period.
5. The company quotes prices upon a continuous run of testing. If our employees are unable to have a continuous run of testing or we are asked to wait for access, we reserve the right to charge 'Down Time' at £7.50 per 15 minute increment.
6. Unless otherwise agreed in writing payment of invoice(s) should be within 14 days of the date of our invoice.
7. All necessary certification etc. will be dispatched to the customer on receipt of payment. It is a firm company policy that no certification shall be forwarded until payment has been received.
8. The customer hereby undertakes to pay to the company (on the basis of a full indemnity) all costs, charges and expenses incurred by the company in collecting or attempting to collect any indebtedness of the customer to the company.
9. If the customer is insolvent or shall fail to pay any amount upon its due date then the customer will be deemed to have repudiated all contracts and all sums owing to the company on any account shall become due and payable forthwith without any requirement for any notice to be given.
10. The customer shall not be entitled to withhold payment of any amount due and payable to the company under this or any other contract because of any dispute or claim by the customer in respect of any alleged breach of contract nor shall the customer be entitled to set-off against any amount payable under the contract, any monies which are not then due and payable by the company or in respect of which the company disputes liability.
11. The company shall not be under any liability whatsoever or however arising from any loss of use or loss of profit, interruption of business or any other indirect, special or consequential losses of any type arising or alleged to have arisen out of any act or default of the company in respect of its obligations hereunder.
12. The company's aggregate liability to the customer hereunder or otherwise arising whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the cost of 1 no individual test.
13. The contract between the company and the customer is governed by English Law and the customer submits to the exclusive jurisdiction of the English Courts.
14. Our estimate(s)/quotation(s) do not incorporate any consideration or acceptance of 'Pay when Paid' or 'Pay when certified' clauses.
15. Our estimate(s)/quotation(s) do not include any indemnities, special warranties or insurance's, performance or contract guarantee.
16. Our price is based upon location, access and quantities submitted by you. We reserve the right to amend our quotation if the location or quantities are different.
17. Our price is based upon a continuous run of testing. If we are unable to have a continuous run of testing or we are asked to wait for access.
18. We reserve the right to charge "Down Time" at £7.50 per 15minute increment.
19. Although due care and diligence will be observed, we cannot be held responsible or liable for unplugging or plugging in appliances it is not possible for our test equipment to cause damage to any electrical appliances and therefore, we cannot accept responsibility for the appliances we are testing.
20. We take no responsibility for any data loss it is your responsibility to back up all data stored on any devices.
21. We are on site to carry out testing and not to make repairs,
22. Any items that fail will be notified to the responsible person on site. A RED Fail label will be attached, and the plug of the appliance will be cut off or "bagged" to deter use with the permission of the owner. A register of failed appliances will be dispatched from our office, along with the complete register of appliances tested.
23. The pass certificates, which you require for insurance purposes and possible inspection by the Health and Safety Executive, will be forwarded on receipt of payment of the invoice.