

Anglia Electrical Installations Ltd T/A AEI Home Services
Terms & Conditions

1. DEFINITIONS

Customer and Client mean the person who accepts the quotation or who authorises Anglia Electrical Installations Ltd to carry out the works.

2. GENERAL

Any order or telephone confirmation shall be deemed to be an offer by the Customer for Anglia Electrical Installations Ltd to carry out the works to these Terms and Conditions.

The contract between Anglia Electrical Installations Ltd and the customer in respect of the works comes into existence when Anglia Electrical Installations Ltd accepts to carry out the work in accordance with the Terms and Conditions herein.

These Terms and Conditions shall not be altered, modified or varied unless expressly agreed in writing by a Director of Anglia Electrical Installations Ltd

3. PRICE

The price shall be the price quoted by Anglia Electrical Installations Ltd at the time of the customer placing the order excluding Value Added Tax, which shall be due at the rate ruling on the date of Anglia Electrical Installations Ltd Invoice.

Any variation to the price will be charged and invoiced accordingly to the customer placing the order.

4. PAYMENT

Orders over £1,000 may require a deposit to be paid in advance (at our discretion).

Special orders (any item specifically ordered for your installation) are to be paid in advance and on receipt of invoice.

Invoices shall be paid in full on completion of the work unless a credit account is previously agreed with Anglia Electrical Installations Ltd any credit accounts are strictly 30 days.

Cheque payments are no longer accepted and our preferred method of payment is by bank transfer.

In the event of late payment Anglia Electrical Installations Ltd reserve, the right to exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation. Please note - no certificates of any kind are issued until payment is made in full.

5. DELIVERY

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.

6. TITLE

The title in the goods shall not pass to the Customer until full payment for the goods has been received in cleared funds including any taxes, duties, freight or other applicable charges.

Prior to the goods passing to the Customer the Customer shall hold the goods as fiduciary agent to Anglia Electrical Installations Ltd and shall keep the goods separate from any other goods properly stored, protected, insured and clearly identified and shall bear the costs thereof.

The Customer shall not sell or attempt to sell the goods before Anglia Electrical Installations Ltd has received full payment for the said goods.

If the customer nevertheless does purport to sell the goods, then without prejudice to any other right or remedy available to Anglia Electrical Installations Ltd then the beneficial entitlement of Anglia Electrical Installations Ltd shall attach to the proceeds of such sale or to the claim for such proceeds.

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7. DRAWINGS etc

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. In addition, 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 Anglia Electrical Installations Ltd

8. LOSS AND DAMAGE IN TRANSIT

Anglia Electrical Installations Ltd will refund the cost of, or at its discretion, replace or repair free of charge, any of the goods proved to the satisfaction of Anglia Electrical Installations Ltd to have been lost or damaged in transit up to the moment of delivery provided that within 3 days after receipt of goods in the case of damage, or within 10 days of receipt of invoices in the case of loss, the Customer notifies Anglia Electrical Installations Ltd in writing of the occurrence of the damage or loss and its nature and extent.

9. GUARANTEE

In respect of the goods the subject matter of any warranty of guarantee given by the manufacturers of the same, Anglia Electrical Installations Ltd guarantees to the Customer that such goods will be free from defects caused by faulty materials for the period of guarantee or warranty given by the manufacturers. Under this warranty Anglia Electrical Installations Ltd will, at its option, either repair or give a replacement of equivalent quality or issue credit to the Customer for any goods found to be defective provided that:

- a. Anglia Electrical Installations Ltd is notified in writing within 7 days of the Customer first discovering any such defects and in any event during the currency of such manufacturer's warranty or guarantee.
- b. The defective goods are returned to Anglia Electrical Installations Ltd at the Customer's expense.
- c. Examination by Anglia Electrical Installations Ltd of such goods discloses to its satisfaction that such defects exist and have not been caused by misuse, neglect, accident, improper storage, installation, and handling or by repair or alteration not effected by Anglia Electrical Installations Ltd
- d. The Customer shall pay to Anglia Electrical Installations Ltd the cost (as certified by Anglia Electrical Installations Ltd) of any examination of such goods as a result of which Anglia Electrical Installations Ltd denies liability.

Anglia Electrical Installation Ltd provides a guarantee of one year from the date of completion against faulty or poor installation workmanship provided that:

- e. Anglia Electrical Installations Ltd is notified in writing within 7 days of the Customer first discovering any such installation defects and in any event during the currency of the guarantee.
- f. Examination by Anglia Electrical Installations Ltd of such defects discloses to its satisfaction that such installation defects exist and have not been caused by misuse, neglect, accident, improper storage, installation, and handling or by repair or alteration not effected by Anglia Electrical Installations Ltd

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g. The Customer shall pay to Anglia Electrical Installations Ltd the cost (as certified by Anglia Electrical Installations Ltd) of any examination of such defective installation as a result of which Anglia Electrical Installations Ltd denies liability.

The implementation of this guarantee shall only be carried out by Anglia Electrical Installations Ltd or persons instructed by the company. No responsibility is accepted by repairs or alterations effected by anyone else.

10. EXCLUSION OF LIABILITY

Except where provided otherwise in these Terms and Conditions, Anglia Electrical Installations Ltd shall be under no liability of whatsoever caused whether or not due to the negligence or wilful default of Anglia Electrical Installations Ltd 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 providing that nothing in this paragraph shall exclude or restrict any liability of Anglia Electrical Installations Ltd for death or personal injury resulting from negligence of Anglia Electrical Installations Ltd or its servants or agents.

In any event liability to Anglia Electrical Installations Ltd shall be limited to direct loss and shall not include indirect or consequential loss.

11. RETURNS

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

12. PROPRIETY RIGHTS

The Customer acknowledges that rights in respect of trademarks, trade names, copyrights, patents and other intellectual property rights connected with the goods do not pass to the Customer.

The Customer agrees to indemnify the Anglia Electrical Installations Ltd against all liabilities, costs and expenses that Anglia Electrical Installations Ltd 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.

13. SUB-CONTRACTING

Anglia Electrical Installations Ltd reserves the right to sub-contract any part of any work or supply of any goods or services.

14. CONSTRUCTION AND USE

Anglia Electrical Installations Ltd 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.

15. ASSIGNMENT

The benefit of this Agreement may be assigned either in whole or in part by Anglia Electrical Installations Ltd without the prior written consent of the Customer. The Customer shall not assign or transfer or purport to assign or transfer the agreement or the benefit thereof to any other person.

16. HEADINGS

The headings of these Conditions are for convenience only and shall have no effect on the interpretation thereof.

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17. TERMINATION

Anglia Electrical Installations Ltd shall be entitled by notice in writing summarily to determine any agreement without prejudice to any claim or right Anglia Electrical Installations Ltd may otherwise make or exercise where:

a. The Customer is in breach of any term, condition or provision of this agreement or required by law. The Customer shall go into liquidation (except for the purpose of reconstruction) or if any petition or resolution to wind up the Customer shall be presented or if a receiver is appointed of the Customer's undertaking property or assets or if a distress shall be levied upon any of the Customer's property or if the Customer shall commit any act of bankruptcy.

18. JURISDICTION

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.

19. YOURS RIGHTS

It is our responsibility to supply you with goods and services that meet your consumer rights. If you have any concerns that we have not met our legal obligations please contact us, our contact details are given overleaf.

We always aim to resolve any disputes that we have with our customers, but in the unlikely event that we are unable to do so or if you are unclear about your rights or require advice, you can also contact the Citizens Advice Consumer Service on 03454 040506 or www.adviceguide.org.uk.

Your right to cancel (Applies to off-premises contract over £42 in value)

For contracts for supply of goods, or goods and a service

You have a right to cancel this contract without giving any reason. The cancellation period starts when we enter into a contract with you and will end 14 days after you have taken possession of the goods we are supplying you as part of our contract.

For contracts for the supply of a service only

You have a right to cancel this contract without giving any reason. The cancellation period starts when we enter a contract with you and will end 14 days starting the day after we enter the contract.

In order to exercise your right to cancel you must inform us of your decision by a clear statement (e.g., a phone call, letter sent by post, fax or email) or filling in the cancellation section of the contract form and returning this. Cancellation is only effective if you send your communication (or telephone us) before the cancellation period has expired.

Effects of cancellation.

If you cancel this contract, we will reimburse you all that you have paid us, subject to certain possible deductions set out below. However, once we have delivered the goods, you may want us to start work straight away. To do this we will need a specific request from you because of the cancellation period; this will mean you will still have a right to cancel but:

- you will have to pay our labour costs for the work that we have done up to the point when you inform us of your decision to cancel.
- we will not collect or remove any goods that we have installed, unless we have offered to do so.

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- you may remove the goods yourself and return them to us at the above address and at your own expense within 14 days of informing us of your decision to cancel, unless this was offered by us.
- we may reduce any reimbursement to take account of the loss in value of the goods caused by any handling by you.

For service only contracts,

You may want us to start work straight away. To do this we will require a specific request from you because of the cancellation period; this will mean you will have a right to cancel, but

- you will have to pay our labour costs for the work we have done up to the point when you inform us of your decision to cancel.
- you will lose your right to cancel the contract that has been performed fully within the cancellation period We will make the reimbursement without undue delay, and not later than:

(a) 14 days after the day that we received the goods that we supplied back from you, or

(b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or

(c) if there were no goods supplied or if there were goods and we offered to collect them, 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.