

TERMS AND CONDITIONS

(i) Forms of Contract

These conditions will apply unless an alternative recognised standard form of Sub-contract is agreed and accepted by S.A.Croft electrical Services Ltd in writing. These conditions shall be considered as a contract made in England and shall be governed in all respects by English law. The parties to the contract agree to submit to the jurisdiction of the English courts. The receipt of these terms and conditions by it via invoice, quotation or other means is sufficient to be taken by S.A.Croft Ltd as an acceptance of its content.

(ii) Approval of Drawings

Where the estimate provides for the preparation of drawings, these will be submitted by S.A.Croft Ltd to the Client within the stated period. The drawings shall be approved within 14 days of the date of issue. If formal notice of approval has not been received within this period, the drawings will be deemed to have been approved. Copyright or drawings can be used for any purposes unless authorised in writing by S.A.Croft Ltd

(iii) Variations

Where there is a change in the scope or specification of the works, S.A.Croft Ltd will issue a revised price, which must be agreed in writing by The Client prior to commencement.

(iv) Access

The Client agrees to permit access to the site of works during normal working hours (8am to 5pm weekdays) unless alternative arrangements are specifically agreed in writing.

(v) Time for Completion

No date or period for completion shall apply until expressly agreed in writing. S.A.Croft Ltd will make every endeavour to deliver and install items in the specification by such date or dates and over such period or periods as are agreed with The Client. However, if the preparation, performance or completion of works is disrupted or delayed by any event, circumstance or cause which is beyond S.A.Croft Ltd's control, then the period for completion shall be extended by at least the same period of time as the period of disruption or delay.

(vi) Loss and expense

If the regular progress of the work is materially affected by any act, omission or default of The Client or any person for whom The Client is responsible, any loss or expense will be assessed and added to the Contract sum.

(viii) Ownership of Goods & Services

All services, goods and materials for the works shall remain the property of S.A.Croft Ltd until payment for such services, goods and materials has been made in full.

(ix) Payment

a) Where no account facility exists, payment of the full amount or a 25% deposit (inclusive of VAT if applicable) must be paid with the order. The balance will become due on the day of completion of works if carried out in a single phase or by instalments if the work is multi-phased. Corporate clients and Partnerships must complete a Credit Application Form and S.A.Croft Ltd reserves the right to require full payment before goods are taken to site.

b) For holders of an approved account facility, sufficient to cover the credit required, invoices will be issued showing the value owed and all amounts must be paid within 30 days of the invoice date.

c) Retention will always be subject to negotiation and if agreed, will be held in trust and will not exceed 5% of the total contract sum.

d) If any payment is not received by the due date, S.A.Croft Ltd will be entitled to suspend further works immediately and will charge debt recovery fees and interest on the overdue amount at the rate of 8% above HSBC PLC base rate. Payments that continue to be outstanding will be forwarded on to First Debt Recovery who will act on our behalf to retrieve any outstanding amount.

e) All prices are subject to VAT @ 17.5%.

S.A.Croft Electrical Services Limited

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