

T&Cs

1.0 General

1.1 In the conditions (the Company or Subcontractor) means ECO MEP and (the Main Contractor or Client) means the person, firm or Company accepting the quotation or estimate in writing (the order).

1.2 Nothing contained in these conditions will deprive the Customer of any rights granted by statute.

2.0 Quotations and Estimate

2.1 Quotations and estimates are open for acceptance for a period of 30 days from date stated on quote/estimate and fixed price for a period of three months from the date of quotation unless otherwise stated and/or agreed, after this period if the contract has not commenced, we the company reserve the right to review our quotation/estimate.

2.2 If the contract runs over a 12-month period from the date of commencement, unless otherwise stated and/or agreed, then we the company reserve the right to review our costs accordingly.

2.3 The Company reserves the right at any time to refuse an Order.

3.0 Delivery

3.1 Delivery of all goods and services are allowed to the installation address indicated on the quotation or estimate, any delivery dates indicated are an estimate only.

4.0 Passing of Property and Title

4.1 The risk of all materials and installation passes on delivery. But beneficial ownership shall remain with the Company until payment is received.

4.2 Legal title to the materials and installation services shall remain with the Company until such time the company has received payment of the price of all materials and installation services, to include the costs.

of any other material and installation services previously or subsequently supplied to the Customer, whereupon title will pass to the Customer.

4.3 The Customer may exercise its right to sell the goods as the fiduciary agent of the Company in the usual course of business, but such rights shall automatically cease if a receiver, manager, or administrator is appointed over the assets, undertaking or property of the Customer.

5.0 Insurance

5.1 Notwithstanding insurance's effected by the Company, the Customer shall satisfy himself that he is adequately covered by insurance against loss of damage by fire or other risks to the property during works undertaken by the Company.

6.0 Payment

6.1 For works not exceeding one month in duration, Payment shall be made on completion of the work and shall become due within seven days from the date of presentation of an account.

6.2 For works exceeding one month in duration, the Company shall be entitled to interim payments on a monthly basis for work completed. The interim and final payments shall become due within seven days from the date of presentation of an account.

6.3 If the amount or any part thereof is not properly paid by the due date the Company shall be entitled to charge simple interest at the rate of 8% per month over the base rate of the Bank of England which is current at the date the payment became due on any amount outstanding.

6.4 Where nominated suppliers and/or installers are to be allowed within the electrical services installation, no allowance has been made for any percentage costs before commencement of the works. Where the nominated Company requires this payment, it is assumed that the main contractor or client will make a forward interim payment to cover these charges in full or pay the nominated Company direct.

6.5 Unless otherwise stated quotations and estimates exclude Value Added Tax which will be charged in the manner prescribed by the Regulations.

6.6 The Company reserves the right (in the Company's absolute discretion) to vary or withdraw without notice any credit arrangements made.

7.0 Non-payments of accounts

7.1 Should the Customer fail to make payments in accordance with Clause 6, the Company may:

Suspend the work until such time as payment is made.

Determine the Order by notice in writing to the Customer and upon such determination the Customer shall pay:

- a. The value of works carried out by the company at the date of determination.
- b. All costs incurred by the Company by reason of the breach of the payment terms
- c. by the Customer,
- d. Interest on the amount due in accordance with Clause 6.
- e. In the event the Customer becomes insolvent, Bankrupt, or for any other reason is unable to complete the contract, any monies owed to date by way of application or invoice the Director/s of said Customer will be personally liable for the outstanding balance to include but not limited to Materials and Labour.

8.0 Price Fluctuations

8.1 The prices contained in the quotation or estimate, are based upon the cost of labour including National Insurance Contributions. Employer's liability insurance, third party Insurance, and the cost of goods and materials prevailing at the date of the quotation or estimate.

8.2 If any of such costs increase after the date thereof, the Company reserves the right to following notice to the Customer to add the net amount of increase incurred by the Customer to the quoted or estimated price. (Subject to Fixed Price Period Clause 2)

9.0 Delays

9.1 The Company shall have no liability whatsoever in respect of any delay or failure in the delivery of any material or installation services, or in performing any of the Company's other obligations, due directly or indirectly to any cause of whatsoever nature, outside the reasonable control of the Company Including, but not limited to, act of God, war, invasion, rebellion, riot, civil commotion, disorder, malicious damage, fire, flood, tempest, epidemic, quarantine restrictions, strikes or other Industrial disputes, lock-outs, freight embargoes, unusually adverse weather, shortage of raw materials or energy supplies, transportation delays, the failure of sub-contractors or suppliers to perform, and acts or emissions by the Customer.

10.0 Site Conditions

10.1 The Company must have full access and use of the stated sites facilities to include but not limited to, welfare, power, secure parking, secure storage, safe access to all floors for personal and materials.

10.2 A staircase must be installed to all dwellings and communal areas along with any internal partitions,

10.3 PLEASE note windows and doors should be fitted to protect materials once fitted.

10.4 The company reserves the right to delay any programme free from any contra charges until such time as the site conditions, as stated, are met.

11.0 Serverbailty

11.1 In the event that any of these Conditions or any part thereof shall be determined invalid, unlawful, or unenforceable to any extent, such Condition or part shall be severed from the remainder of these conditions which shall continue to be valid to the fullest extent permitted by law.

+ (0) 1233 556 012 | info@eco-mep.co.uk

11.2 Alterations and variations to the Company's Terms and Conditions of Trading may only be altered after discussion and agreement with the Company. Any alterations will be confirmed by the Company in writing.

12.0 Applicable Law

12.1 This contract will be governed by the laws of England and be subject to jurisdiction of the English Courts.

Signed: 

P HOOKER, Director

Dated: 14th February 2023