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TERMS & CONDITIONS

1. DEFINITIONS

- 1.1 "Client" means the individual or organisation who buys or agrees to buy Goods or Services from the Contractor.
- 1.2 "Contractor" means the person or company detailed in the Quotation.
- 1.3 "Contract" means the contract between the Contractor and the Client for the purchase of Goods and Services comprising the Quotation and these Terms and Conditions.
- 1.4 "Goods" means the articles that the Client agrees to buy from the Contractor.
- 1.5 "Services" means the provision of installation and maintenance services by the Contractor.
- 1.6 "Site" means the site where the Services will be performed.
- 1.7 "Terms and Conditions" means the terms and conditions set out herein.
- 1.8 "Quotation" means the Contractor's written quotation for the work to which these Terms and Conditions apply.

2. CONDITIONS

- 2.1 Where this Contract is entered into by a consumer, nothing in these Terms and Conditions shall affect the Client's statutory rights as a consumer.
- 2.2 No variation to this Contract shall be binding on the parties unless made in writing and signed on behalf of both parties.

3. PRICE AND PAYMENT

- 3.1 The Client agrees to pay the Contractor the Contract price together with any VAT properly chargeable upon the Contract price
- 3.2 Unless otherwise stated in the Quotation/specification or otherwise agreed between the parties, the Contractor will invoice the Client for the work when completed. Unless otherwise stated in the Quotation/estimate or otherwise agreed by the parties, payment shall be made on receipt of a VAT invoice within 30 days
- 3.3 The Contractor reserves its right to charge interest at the rate of 5% per annum above the base rate of the Bank of England on all outstanding sums from the due date until payment. Where any payment is outstanding, without prejudice to such other rights and remedies as may be available, the Contractor shall not be obliged to provide any further Goods or Services whatsoever to the Client and shall be entitled to cancel the Contract with immediate effect.
- 3.4 Quotations/specifications shall be open for acceptance for a period of 90day.If after acceptance of the Quotation by the Client the cost to the Contractor of carrying out the Contract work is increased by reason of increases in the cost of materials, labour or any factor outside the control of the Contractor, the Contractor shall notify the Client of the price increase before undertaking any further work. If the Client does not accept the price increase, either party may terminate the Contract with immediate effect.

4. GENERAL CONDITIONS

The Contractor

- 4.1 The Contractor will carry out and complete the work detailed in the Contract/Specification in a good and workmanlike manner.
- 4.2 The Contractor will carry out the work during normal working hours unless otherwise stated.
- 4.3 The Contractor will use only machinery and tools suitable for the Site conditions.
- 4.4 Unless otherwise agreed, all Goods will be delivered to the Site.
- 4.5 The Contractor will provide Employers, Public and Products Liability insurance of £10,000,000

The Client

- 4.6 The Client shall notify the Contractor of any known hazards or obstructions on the Site prior to submission of a Quotation. The Contractor will promptly notify the Client of the discovery of any obstructions or hazards during the course of the work and advise on the implications of the discovery of such obstructions or hazards, if any.
- 4.7 The Client will provide welfare facilities
- 4.8 The Client will allow the Contractor access to the Site within the agreed working hours and throughout the agreed time period.

5. HEALTH AND SAFETY

- 5.1 The Contractor will take all reasonable steps to minimise disturbance, nuisance and pollution.
- 5.2 The Contractor will carry out a risk assessment and will ensure that all applicable health and safety regulations are met.

6. CONSENTS

- 6.1 The Client is responsible for obtaining any necessary consents for the implementation of the work from the relevant authorities.

7. DURATION OF WORK

- 7.1 The Contractor will provide the Client with a schedule of works and there likely duration .
- 7.2 Notwithstanding any other term of this Contract, the Contractor shall not be liable for any delay in delivery of the Goods or performance of the Services and time shall not be of the essence of this Contract.

8. MATERIALS

- 8.1 The Contractor shall be responsible for the specific plant if unavailable the Contractor will provide a suitable alternative.

9. REFUSE REMOVAL

- 9.1 Contractor to leave site clean and tidy removing all arisings

10. INTELLECTUAL PROPERTY

- 10.1 All original designs, drawings, specifications shall remain the property of the Contractor.

11. DATA PROTECTION

- 11.1 The works undertaken can be subject to a Data Protection Agreement if agreed by both parties

12. THIRD PARTIES

- 12.1 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply.

13. CHANGES TO CONTRACT AND TERMS AND CONDITIONS

- 13.1 The Contractor shall be entitled to amend and update these Terms and Conditions from time to time.

14. GOVERNING LAW AND JURISDICTION

- 14.1 This Contract is governed by the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.

15. ACCEPTANCE

- 15.1 Acceptance of a Quotation shall be deemed to be acceptance of these Terms and Conditions.

16. FORCE MAJEURE

- 16.1 The Contractor shall not be liable for any delay or failure to perform any of its obligations under this Contract if the delay or failure results from events or circumstances beyond its reasonable control, including but not limited to acts of God, strikes, accidents, war, fire, breakdown of plant or machinery, shortage or unavailability of materials

17. LIABILITY

- 17.1 Except in the case of death or personal injury caused by the Contractor's negligence, the entire liability of the Contractor under or connection with this Contract shall not exceed the price paid by the Client to the Contractor under this Contract in the 12 month period preceding the claim.
- 17.2 Notwithstanding anything else contained in this Contract the Contractor shall not be liable to the Client for loss of profits or contracts or any indirect or consequential losses whether arising from negligence, breach of contract or otherwise.

18. SEVERANCE

- 18.1 If any provision of this Contract is declared by any judicial or other competent authority to be unenforceable, the remaining provisions of this Contract will remain in full force and effect.

19. ENTIRE AGREEMENT

- 19.1 This Contract constitutes the entire agreement between the parties and supersedes any and all prior agreements. In the event of a conflict between these Terms and Conditions and any Quotation, unless otherwise specified, the terms of the Quotation shall prevail.

20. WAIVER

- 20.1 No waiver shall be valid unless made in writing and signed on behalf of the Contractor.