

NV Services Limited - Terms & Conditions

1. For the purpose of these terms & conditions the following words shall have the following meanings:

(a) "The Company" shall mean N V Services Limited.

(b) "The Customer" shall mean the person or organization for whom the Company agrees to carry out works &/or supply materials.

The Operative or Engineer shall mean the representative appointed by the Company

2. Where a written estimate has been supplied to the Customer the total charge to the Customer referred to in the estimate should not exceed the actual time taken by more than 20% but may be revised in the following circumstances: —

(i) if after submission of the estimate the Customer instructs the Company (whether orally or in writing) to carry out additional works not referred to in the estimate.

(ii) If after submission of the estimate there is an increase in the price of materials.

(iii) If after submission of the estimate it is discovered that further works need to be carried out which were not anticipated when the estimate was prepared.

(iv) If after submission of the estimate it is discovered that there was a manifest error when the estimate was prepared

3. The Company shall not be under any obligation to provide an estimate to the Customer & shall only be bound (subject as hereinafter) by estimates given in writing to the Customer & signed by a duly authorized representative of the Company. The Company shall not be bound by any estimates given orally or in which manifest errors occur.

4. Gas. You will be solely liable for any hazardous situation in respect to the CORGI/GAS SAFE gas regulations or any Gas Warning Notice issued. Our representatives operate under their own CORGI/GAS SAFE registration and are therefore solely liable for any gas work and its subsequent liability

5. Jobs on an hourly rate. The total charge to you will be the time spent by our representative doing the work. It will include all reasonable time spent in obtaining materials. Parts and materials supplied by us will be charged at the trade price plus 25% handling charge

6. Collecting material for a job: We try to minimize collection of materials by carrying everyday stock items. If we do need to collect materials we will always try to keep the time to a minimum. If the time is likely to be more than 45 minutes you will be informed before our representative leaves the job. Only one person will collect parts at a time.

7. Fixed Price work. Quotes will include labour and materials +VAT. The Company reserves the right to request a deposit of 50% on commencement of work. The price will be fixed but manifest errors shall be exempted. Quotes may need to be revised if you change the scope of the work, if there is an increase in the price of materials, or if further works turn out to be needed to do the work. If it is impossible for us to do the work for the previously quoted fixed price, we will give you a free quote for the work so that you can choose to use us or not. If you decline the quote there will be no charges payable by you

8. We cannot guarantee work where you order us to carry out work against the advice of our representative. This advice will be given to you either orally, or in writing. Our guarantee is also void if we indicate that further works need to be carried out.

9. If you instruct us to do works or buy materials and then cancel, we reserve the right to charge you for the cost of any time and materials incurred by us. Charges will be those of our normal terms and conditions

10. Title to Goods. Goods supplied and delivered by us to you, or your premises shall remain our property until paid for by you in full. Whilst goods remain our property we continue to have title over them (and you continue to have title over them) we have the absolute authority to retake, sell or otherwise dispose of all or any part of these goods. At any time and without notice we shall also be entitled to enter any premises in which our goods, or any part of them, are installed, stored or kept or it is reasonably believed to be so. We shall be entitled to seek a court injunction to prevent you from selling, transferring or otherwise disposing of such goods. However, the risk in the goods will pass to you on delivery to you. You must insure them at replacement value and if asked you must produce evidence that they are properly insured.

11. Invoices are due for payment within 14 days upon delivery to the Customer or of completion of work. Any part of that invoice which remains unpaid shall carry a surcharge at the rate of 5% on a daily basis (unless arranged otherwise) until payment in full is received by the Company.

12. If, after the Company shall have carried out the works, the Customer is not wholly satisfied with the works then the Customer shall give notice in writing within 12 months to the Company & shall afford the Company, and its insurers, the opportunity of both inspecting such works, & carrying out any necessary remedial works if appropriate. The Customer accepts that if he fails to notify the Company as aforesaid then the Company shall not be liable in respect of any defects in the works carried out

13. We reserve the right to refuse or decline to undertake any work

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14. Things we cannot cover. We are unable to guarantee our work, parts and equipment supplied to you: if they are misused, treated negligently or if our work is repaired, modified, or tampered with by anyone other than us. Where we carry out works for you using your materials we can take no responsibility for the quality, fitness for purpose or otherwise of these materials so we cannot accept responsibility for them.

15. We cannot guarantee work where you order us to carry out work against the advice of our representative. This advice will be given to you either orally, or in writing. Our guarantee is also void if we indicate that further works need to be carried out.

16. We cannot guarantee (because of its nature) any work to unblock waste or drainage pipes. Nor can we guarantee further damage or defects caused by work that is not fully guaranteed or where recommended further work has not been carried out.

17. We cannot guarantee work on existing installations that are either inferior or over 10 years old nor can we guarantee the effectiveness or otherwise of our work in these cases.

18. The Company shall be entitled to fully recover costs or damages from any operative/engineer/contractor whose negligence or faulty workmanship results in the Company being made liable for those damages or rectification of the work.

19. These terms and conditions may not be released, discharged, supplemented, interpreted, varied or modified in any manner except by an instrument in writing signed by our duly authorized representative and you. Our terms and conditions shall prevail over any terms and conditions used by you or contained, set out or referred to in any documentation sent to us by you. By entering into a contract with us you agree irrevocably to waive the application of any of these terms and conditions

20. These terms and conditions and all contracts awarded between us and you shall be governed and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the English Law.

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