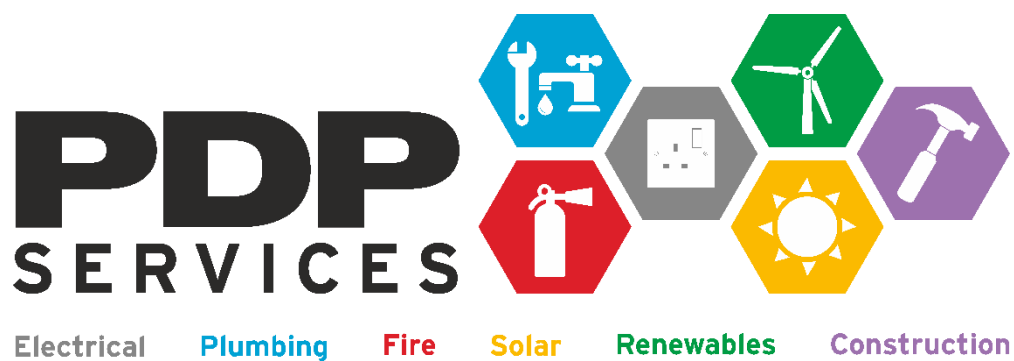


Terms and Conditions



Terms and Conditions

1. For the purpose of these Terms and Conditions the following words shall have the following meanings:
 - a) "The Company" shall mean PDP Services Ltd.
 - b) "The Customer" shall mean the person or organisation for whom the Company agrees to carry out works and/or supply materials.
 - c) The Operative or Engineer shall mean the representative appointed by the Company.
2. The Company reserves the right to refuse or decline work at its own discretion. Where the Company agrees to carry out works for the Customer those works shall be undertaken by the designated Engineer of Company at its absolute discretion.
3. **HOURLY RATE WORK.** The total charge to the Customer shall consist of the cost of materials supplied by the Company and the amount of time spent by the Operative in carrying out works (including all reasonable time spent in obtaining unstocked materials and completing compliance certification) charged in accordance with the Company's current hourly rates. The Customer shall only be charged for the time spent related to the Customer's work. All charges are subject to VAT at the prevailing rate except in cases where the work carried out is zero rated.
4. **FIXED PRICE WORK** shall be given as a firm cost, (manifest errors exempted) including labour and materials. All costs are plus VAT at the prevailing rate.
5. Where a written estimate has been supplied to the Customer the total charge to the Customer referred to in the estimate may be revised in the following circumstances:
 - a) 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.
 - b) if after submission of the estimate there is an increase in the price of materials.
 - c) 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.
 - d) if after submission of the estimate it is discovered that there was a manifest error when the estimate was prepared.
 - e) should a detailed Insurance Report be required in addition to the estimate and invoice then this will incur an additional charge, which will vary on the complexity of the report required.
6. The Company shall not be under any obligation to provide an estimate to the Customer and shall only be bound (subject as hereinafter) by estimates given in writing to the Customer and signed by a duly authorised representative of the Company. The Company shall not be bound by any estimates given orally or in which manifest errors occur.
7. **Mileage.** Mileage is charged at 50p per mile where the Customer's site is located 10 miles or more from PDP Services Ltd office (RH15 9TY). Mileage costs are plus VAT at the prevailing rate and labour rate at 50% of the normal rate.
8. **Material Collection.** Collection of non-stock items is chargeable but:
 - (a) Time must be kept to a minimum and reasonable.
 - (b) If the collection time is likely to exceed 45 minutes the Customer must be additionally informed of the circumstances.
9. **Purchase Orders** are required for all commercial works. These must include:

- a) Registered company name, Registered number and Registered address.
 - b) Trading name and address (if different).
 - c) Site address (if different).
 - d) Purchase order number.
 - e) Estimate number (if applicable).
 - f) Date of purchase order.
 - g) Date works required.
 - h) Name of person placing the order and contact details.
10. Invoices are due for payment immediately upon delivery to the Customer unless alternative Credit Terms have been agreed in writing. Any part of that invoice which remains unpaid shall carry interest at the rate of 4% over the base rate until payment in full is received by the Company.
11. Where the date and/or time for works to be carried out is agreed by the Company with the Customer, then the Company shall use its best endeavours to ensure that the operative shall attend on the date and at the time agreed. However, the Company accepts no liability in respect of the nonattendance or late attendance on site of the engineer or for the late or non-delivery of materials.
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 and shall afford the Company, and its insurers, the opportunity of both inspecting such works, and 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. The Guarantee shall be for labour only in respect of faulty workmanship for 12 months from the date of completion with the manufacturer's warranty in force. The Guarantee will become null and void if the work/appliance completed/supplied by the Company is:
- (a) Subject to misuse or negligence.
 - (b) Repaired, modified or tampered with by anyone other than a Company operative. The Company will accept no liability for, or guarantee suitability, materials supplied by the Customer and will accept no liability for any consequential damage or fault.
 - (c) The product hasn't been serviced in line with manufacturers specifications.
14. Title to any goods, supplied by the Company to the Customer shall not pass to the Customer but shall be retained by the Company until payment in full for such goods has been. Until such time as title in the such goods has passed to the Customer:
- a) the Company shall have absolute authority to repossess, sell or otherwise deal with or dispose of all any or part of such goods in which title remains vested in the Company
 - b) the Company shall be entitled to seek a court injunction to prevent the Customer from selling, transferred or otherwise disposing of such goods.
15. The Company shall only be liable for rectifying works completed by the Company and shall not be held responsible for ensuing damage or claims resulting from this or other work overlooked or subsequently requested and not undertaken at that time.
16. These Terms and Conditions and all contracts awarded between the Company and Customer shall be governed and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English law.