

TERMS & CONDITIONS OF BUSINESS

Should you have any unresolved queries, require further information, or fail to be completely satisfied with any aspect of the work carried out by Lectec Ltd, please contact us by email and we will be happy to address the matter immediately.

1. For the purpose of these terms and conditions the following words shall be taken as
 - (i) "The Company" shall mean Lectec Ltd.
 - (ii) "The Customer" shall mean the person or organization for whom the Company agrees to carry out works and or supply materials.
 - (iii) "The Operative" or "The Electrician" shall mean the representative appointed by the Company.

2. GENERAL

Any order or telephone confirmation shall be deemed to be an offer by the Customer for Lectec Ltd to carry out the works to these Terms and Conditions.

The contract between the company and the customer in respect of the works comes into existence when the company accepts to carry out the work in accordance with the Terms and Conditions herein.

These Terms and Conditions shall not be altered, modified, or varied unless expressly agreed in writing by a Director of Lectec Ltd.

3. 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 operative of the Company at its absolute discretion.
4. Where a written estimate has been supplied to the Customer the total charge to the Customer 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 or covered by the scope of the estimate.
 - (ii) If after submission of the estimate there is an increase in the price of quoted materials.
 - (iii) If after submission of the estimate it is discovered that additional 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.

5. HOURLY WORK RATE

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 non-van stocked materials charged in accordance with the Company's current hourly rates. All charges are subject to VAT at the prevailing rate except in cases where the work carried out is zero rated or where VAT is non applicable if not VAT registered.

6. FIXED PRICE WORK

These works shall be given as a firm cost, (manifest errors exempted) including Labour and Materials. All costs are plus VAT at the prevailing rate or non-applicable if not VAT registered.

7. Collection of non-stock items is chargeable but:
 - (i) Time must be kept to a minimum and be reasonable.
 - (ii) The Customer must be informed wherever possible when the operative leaves their premises.
 - (iii) If the collection time is likely to exceed 45 minutes the customer must be advised of these circumstances.
 - (iv) The collection of materials which should be normally stocked items is non chargeable.

8. Payment is due no later than 30 days from the invoice date.

The Company reserves the right to suspend further works or orders immediately should an account become overdue. Any part of that invoice which remains unpaid shall carry interest at the rate of 3% above the Bank of England base rate until payment in full is received by the Company.

9. The Customer shall accept sole liability to discharge the Company's account unless

He or she discloses to the Company when initially instructing the Company to carry out work and or supply materials that he or she is acting on behalf of a third party and the name of the third party appears on the written estimate.

10. 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 shall not be liable for any delay or for the consequences of any delay in performing any of its obligations if such delay is due to any cause whatsoever beyond its reasonable control and the Company shall be entitled to a reasonable extension of the time for performing such obligations.
11. Should the Customer cancel their instructions prior to any work being carried out or materials supplied then the Customer shall be liable for any related expenditure made by the Company, for example re-stocking charges of any ordered in items, time already spent organizing and collecting goods for the customer etc
12. If upon completion of the works by the company, the Customer is not wholly satisfied with the works then the Customer shall give notice in writing within 30 days 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, Goods will be warranted for a period of 12 months from the date of delivery, or to coincide with the manufacturers offered warranty period.

The Guarantee will become null and void if the work or materials supplied by the Company are:

- (i) Subject to misuse or negligence.
 - (ii) Repaired, modified, or tampered with by anyone other than a Company operative.
The Company will accept no liability for, or guarantee suitability of, materials supplied by the Customer and will accept no liability for any consequential damage or fault arising from such goods.
 - (iii) The Company accepts no responsibility for any drawing, design or specification not prepared by him.
 - (iv) The Companies responsibility to the Customer is limited to the fulfilment of the Contract in a proper and workmanlike manner and the Company shall not be liable for any consequential loss or damage arising out of the execution of the Contract, unless due to the negligence of the Contractor, his servants, or agents.
14. The company will not guarantee any work undertaken on instruction from the customer and against the written or verbal advice of the operative / electrician.
Work is guaranteed only in respect of work directly undertaken by the company where payment in full has been made. Any faults arising from recommended work which has not been undertaken by the company will not be guaranteed. The company shall not be held liable or responsible for any damage or defect resulting from work not fully guaranteed or where recommended work has not been carried out.
Work will not carry a guarantee where the customer has been notified by the operative either verbally or indicated in ticked boxes or in Comments/ Recommendations of any other related work which requires attention.
The customer shall be solely liable for any hazardous situation in respect of Warning Notice issued by the Company.

15. SUB-CONTRACTING

Lectec Ltd reserves the right to sub-contract any part of any work or supply of any goods or services at its discretion.

16. 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.
17. 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 a duly authorised Director of the Company and by the Customer. Further, these terms and conditions shall prevail over any terms and conditions used by the Customer or contained or set out or referred to in any documentation sent by the Customer to the Company; by entering into a contract with the Company the Customer agrees irrevocably to waive the application of any such terms and conditions.
18. 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 made by the Customer to the Company.
Until such time as title of goods has passed to the Customer:
 - (i) 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,
 - (ii) for the purpose specified in (i) above, the Company or any of its agents or authorised representatives shall be entitled at any time and without notice to enter any premises in which goods or any part thereof is installed, stored or kept or is reasonably believed so to be.
 - (iii) the Company shall be entitled to seek a court injunction to prevent the Customer from selling, transferred or otherwise disposing of such goods.

Notwithstanding the foregoing, risk in such goods shall pass on delivery of the same to the Customer, and until such time as title in such goods has passed to the Customer, the Customer shall insure such goods to their replacement value and the Customer shall forthwith, upon request, provide the Company with a certificate or other evidence of such Insurance.

19. 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. In any event liability to Lectec Ltd shall be limited to direct loss and shall not include indirect or consequential loss.

These terms and conditions and all contracts awarded between the Company and Customer shall be governed by and construed in accordance with English Law and the Courts of England shall have jurisdiction to hear all disputes arising in connection with the Agreement.