

MSL Property Care Services
TERMS AND CONDITIONS OF BUSINESS

1. For the purpose of these terms and conditions the following words shall have the following meanings:-
 - (a) "The Company" shall mean MSL Property Care Services
 - (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" shall mean the employee or representative appointed by the Company.
2. The Customer may place orders with the Company verbally or in writing and the Customer warrants that any employee or representative who places an order with the Company will have the authority of the Customer to create a contract between the Customer and the Company on these Terms and Conditions. On receiving an order the Company will issue a job number to the Customer at which point a contract will be made between the Customer and the Company on these Terms and Conditions which (subject to Clause 8) shall not be cancellable. 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 representative 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.
3. Where the Company agrees to carry out works for the Customer then such works shall be carried out by the Operative who shall be selected by the Company in its absolute discretion.
4. The total charge to the Customer shall consist of:- the cost of materials supplied by the Company (to include the normal trade mark up on the purchase price of such materials), to the Customer, and the amount of time spent by the Operative(s) in carrying out works for the Customer (to include all time spent in obtaining materials for the Customer whether or not the Operative is ultimately able to supply such materials to the Customer), charged in accordance with the Company's current schedule of rates. All charges are subject to VAT at the prevailing rate, except in cases where the work carried out is zero-rated.
5. Invoices are due for payment 30 days from date of invoice. Any queries on invoices must be made in writing to the Company within 14 days of the date of invoice. Invoices which remain unpaid (whether wholly unpaid or in part) shall incur interest at the rate of 4% above the Bank of England base rate until payment is received in full by the Company.
6. **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 on the time agreed. However the Company accepts no liability in respect of the non-attendance or late attendance on site of the Operative, or for the late/non delivery of materials, if such delay is due to any cause whatsoever beyond its reasonable control. The Company shall be entitled to a reasonable extension of the time for performing such obligations.**
7. 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. When 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:-
 - (i) If after submission of the estimate the Customer instructs the Company (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 cost 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.
8. If the Customer shall purport to terminate a Contract prior to any work being carried out, or materials being delivered to site, he shall be entitled to do so upon payment to the Company, of an amount equivalent to the cost to the Company of any time spent and materials purchased by the Company in connection with the Contract calculated in accordance with Clause 4 plus the profit which the Company would have made on the Contract if it had not been terminated.
9. If, after the Company shall have carried out the works and/or supplied the materials, the Customer is not wholly satisfied with the works carried out and/or materials supplied, then the Customer shall give notice in writing to the Company, within 14 days of completion of the works or delivery of materials, and shall afford the Company the opportunity of inspecting such works and/or materials. Where appropriate the Customer shall afford the Company the opportunity of carrying out any necessary remedial works and/or replacing any defective materials. The Customer accepts that if he/she fails to notify the Company as aforesaid then the Company shall not be liable in respect of any such defects in the works carried out and/or materials supplied.
10. **Subject as expressly provided in these Terms and Conditions all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law, and in particular the Company shall be under no liability to the Customer in respect of any defect arising from the use of materials supplied by the Customer. Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer by reason of any representation (unless fraudulent) or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company its employees or agents or otherwise) which arise out of or in connection with the performance of any contract and except as expressly provided in these Terms and Conditions, the entire liability of the Company under or in connection with the performance of any contract shall not exceed the price of that contract.**
11. **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 in such goods has passed to the Customer**
 - (i) **The Company shall have absolute authority to retake, 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 upon 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, transferring 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.
12. These Terms and Conditions and all contracts awarded between the Company and the Customer shall be governed and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the English Law.