

TERMS AND CONDITIONS

1. In these terms and conditions Advanced Mechanical Services Ltd shall be referred to as "The Company".
2. Every order, estimate and acceptance and all work undertaken by the Company (hereinafter "the Work") is subject to those terms and conditions. No terms and conditions stipulated in communications received by the Company shall annul or vary any of these conditions which shall prevail, except in so far as expressly varied in writing by the Company.
3. The Company shall use its best endeavours to complete all work within any time indicated or stipulated or within a reasonable time. Time for completion of the work shall not, however, be of the essence of this contract and the Company shall be under no liability for any loss, damage or other charge howsoever arising out of any failure of the Company to complete any work within any indicated or stipulated or reasonable time.
4. PAYMENT TERMS:
 - The customer shall pay the amount estimated in respect of labour and materials by the Company for the work and accepted by the customer set out on the order and acceptance overleaf, unless during the course of the work the Company shall discover that the work requires more labour or materials than were allowed for and included in the original estimate in which case the customer shall pay to the Company the amount estimated and accepted together with an additional amount comprising the cost of any extra labour used by the Company and the cost of any extra materials used by the Company at the Company's then prevailing labour and material rates.
 - The customer shall pay the amount due as stated above unless otherwise specifically agreed in writing on completion of the work or if the work for any reason whatsoever is not completed within 7 days of the Company's invoice.
 - The customer will pay interest on any amounts remaining unpaid after becoming due at the rate of 2% per month or part thereof from the date on which payment becomes due until the date of payment.
 - The customer shall pay any reasonable expenses incurred by the Company or its agent in or about the collection of any amounts due from the customer to the Company whether Court proceedings are issued or not with a minimum charge of £25.
5. Any claims for loss, damage or other charges whatsoever relating to damage or defects or faults to or resulting from the work must be notified to the Company in writing within 14 days of the customer becoming aware of the damage defect or fault, failing which the Company shall be under no liability whatsoever for such loss or damage or other charge.
6. If the Company undertakes the removal of any fixtures and fittings in connection with the work, then the Company shall be under no obligation to replace such fixtures and fittings as it removes and shall be under no liability in respect of any loss or damage or charge whatsoever arising out of the removal or replacement of such fixtures and fittings or caused to such fixtures and fittings (save and except where such loss or damage or charge arises out of the failure to take reasonable care by the Company and where clause 5 is complied with).
7. Prior to the commencement of the work the customer shall inform the Company of all dangerous liquids, materials and gases used or present on the premises upon which the work is carried out. The customer shall advise the Company of all precautions or safety measures which are or should be taken in respect thereof. Where such dangerous liquids, materials or gases exist the customer shall provide suitable and adequate safety and cleansing facilities. Where a particular danger exists which is not normally found the customer shall provide suitable and adequate supervision. The customer must notify the Company in writing of any special requirements in respect of such dangers laid down by the factory inspectors or similar authority.
8. The customer shall provide suitable electrical power for the carrying out of the work, and where the Company has to supply its own electrical power the Company will make an extra charge in relation thereto.
9. The customer shall provide clear access to all drains, sewers inspection covers and manholes for the completion of the work. The customer shall provide a plan showing drain layouts where such a plan is available.
10. The customer shall provide suitable scaffolding or ladders or other means of access to all parts of the premises upon which the work is to be carried out. The customer shall also provide all additional labour as is required by virtue of any other agreement or authority to enable the work to be carried out.
11. The Company shall not be liable for any fractured or frozen pipes or for any loss or damage or charges caused by any such fractured or frozen pipes nor can the Company guarantee to clear any blockages occurring in any frozen pipe.
12. The Company shall not be liable for any loss or damage or charges caused or arising in any matter whatsoever by or from flood water or effluent arising from drain clearance (save and except where such loss or damage or charge arises out of failure to take reasonable care by the Company and where clause 5 hereof is complied with).