

TERMS AND CONDITIONS

1. Interpretation

1.1 These Terms and Conditions (“Conditions”) apply to all contracts for the supply of goods and/or services by **Loxton Installations Limited** (“the Company”) to any business customer (“the Customer”).

1.2 The Company contracts only with customers acting in the course of business. The Company does not contract with consumers.

1.3 No variation of these Conditions shall be binding unless agreed in writing and signed by a Director of the Company.

1.4 These Conditions override any terms proposed by the Customer unless expressly agreed in writing by the Company.

2. Basis of Contract

2.1 A quotation is valid for 30 days unless otherwise stated.

2.2 A contract is formed only when the Company receives written Customer’s order or commences the works.

2.3 If works do not commence within 60 days of Customer Order being received, the Company reserves the right to revise the price where there has been a material increase in labour or material costs.

2.4 Where work is undertaken on a daywork basis, the Company shall invoice at its applicable hourly rates plus materials and expenses.

3. Credit Accounts

3.1 The Company may require completion of a credit account application before extending credit.

3.2 The Company may withdraw credit facilities at any time at its discretion.

3.3 Until credit approval is granted, payment shall be required on a pro forma basis.

4. Price and Payment

4.1 Unless otherwise agreed in writing, invoices are payable 30 days end of month (EOM).

4.2 If payment is not made when due, the Company may:

- Suspend performance;
- Withdraw labour and/or materials from site (subject to statutory requirements);
- Charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 (8% above Bank of England base rate);
- Recover reasonable debt recovery costs;
- Demand immediate payment of all outstanding sums.

4.3 The Customer shall not withhold or set off payment unless required by law.

4.4 Where works extend over a prolonged period, the Company may issue interim or stage invoices for work completed and/or materials purchased.

5. Cancellation or Delay Short Notice

5.1 Cancellation or Delay Short Notice must be in writing.

5.2 The following charges may apply:

- 7 days or more before works commence – no charge
- 5 days – 25% of allocated labour costs
- 3 days – 50% of allocated labour costs
- 48 hours – 75% of allocated labour costs
- 24 hours or less – 100% of allocated labour costs

5.3 Should specialist contractors be instructed and cancelled their cancellation fees will apply.

5.4 The Customer shall pay in full for materials purchased or specially ordered that cannot be returned.

6. Delivery and Time

6.1 Any delivery or completion date is an estimate only.

6.2 The Company shall not be liable for delay caused by circumstances beyond its reasonable control.

6.3 Delay shall not entitle the Customer to terminate unless the delay exceeds 90 days and is solely due to the Company's default.

7. Risk and Title

7.1 Risk in goods passes on delivery.

7.2 Title shall not pass until the Company has received payment in full for:

- The goods supplied; and
- All other sums due from the Customer.

7.3 Until title passes, the Customer shall:

- Hold goods as fiduciary bailee;
- Store them separately and clearly identified;
- Not remove or alter identification marks.

7.4 The Company may recover payment for goods notwithstanding that title has not passed.

8. Customer Obligations

The Customer shall:

- Provide safe and adequate access to site;
- Ensure site compliance with health and safety law;
- Provide accurate information and specifications;
- Obtain necessary permissions and approvals unless agreed otherwise.

9. Warranty

9.1 The Company warrants that services will be performed with reasonable care and skill.

9.2 Goods are supplied with the benefit of any manufacturer's warranty where available.

9.3 The Company shall not be liable for defects caused by:

- Fair wear and tear;
- Misuse;
- Alteration;
- Improper installation not carried out by the Company;
- Failure to follow instructions.

9.4 The Company's liability under this clause is limited to repair, replacement, or refund as its option.

10. Limitation of Liability

10.1 Nothing in these Conditions limits liability for:

- Death or personal injury caused by negligence;
- Fraud or fraudulent misrepresentation;
- Any liability that cannot be excluded under law.

10.2 Subject to clause 10.1:

- The Company shall not be liable for loss of profit, loss of business, loss of goodwill, or indirect or consequential loss.
- The Company's total liability arising under or in connection with the contract shall not exceed the total contract price.

10.3 The Customer acknowledges that the price reflects these limitations.

11. Force Majeure

The Company shall not be liable for failure or delay caused by events beyond its reasonable control including:

- Acts of God
- Fire
- Flood
- War
- Industrial dispute
- Shortage of materials
- Supply chain disruption
- Government action

If such event continues for more than 90 days, either party may terminate on written notice.

12. Insolvency

If the Customer:

- Becomes insolvent;
- Enters liquidation.
- Has a receiver appointed.
- Makes an arrangement with creditors.

The Company may suspend or terminate the contract immediately and seek to recover goods.

13. VAT

VAT shall be charged at the applicable rate.

Where reverse charge VAT applies, the Customer must notify the Company of its status.

14. Entire Agreement

These Conditions constitute the entire agreement and supersede all prior discussions or representations.

15. Severance

If any provision is found invalid or unenforceable, the remainder shall remain in force.

16. Waiver

Failure to enforce any right shall not constitute a waiver.

17. Governing Law

These Conditions and any contract shall be governed by the law of England and Wales and subject to the exclusive jurisdiction of the English courts.