

GENERAL TERMS AND CONDITIONS OF GOODS AND SERVICES

Formation of the Contract

1. These terms and conditions are to be read in conjunction with the Goldarrow Enterprises Ltd T/A Hi-Tech Electrical Contractors (hereinafter to be referred to as Hi-Tech) terms and conditions where the case may be stipulated in a specific contract, and will apply to all estimates, quotations, repairs, servicing or installations and maintenance of any goods or services supplied by Hi-Tech, or where the case may be goods supplied by the Customer.

Estimates/Quotations

- 2.1 All estimates and quotations shall lapse after 14 days from the date in which they were issued. They may be revoked by either party at any time, however, in this regard; the Customer is required to give written notice to Hi-Tech.
- 2.2 Hi-Tech in its discretion reserves the right to levy a charge for providing estimates/quotations or otherwise. When the customer proceeds with work it will be deducted from final invoice after completion the work.
- 2.3 Hi-Tech in its discretion reserves the right to submit revised estimate/quotations if the need for additional work becomes apparent after work has commenced, and or the cost of any material is changed. In such situations, work will be suspended pending the receipt of further instructions from the Customer, and acceptance of those by Hi-Tech. Such additional work must be paid in accordance to the agreement of both parties.

Inspection Fee and Service Call

3. Hi-Tech reserves the right to charge an inspection fee prior to commencing any job. The Customer will be informed of such a fee prior to it being charged. Hi-Tech reserves the right to levy a reasonable fee for the cost of any materials and any work undertaken.
- 3.1 Hi-Tech reserves the right to charge callout fee when customer rejects estimate, or not attended at appointment without contacted us, however, if they should decide not to proceed, a charge will be incurred for travel and time expense. Hi-Tech under take to informed the customer before they attend an appointment.

The Collection of Goods from the Customer

4. If Hi-Tech agrees to arrange for goods to be collected from the Customer, Hi-Tech shall not be liable for any loss of damage to goods due to the customers insufficient or improper packaging, or any other consequential loss or damages howsoever arising,

Risk

5. The risk of loss or damage to goods shall pass to the Customer upon delivery of goods to the address specified by the Customer, or into the custody of any persons, whosoever, have signed and accepted delivery.

Method of Payment

- 6.1 Contracts with a stipulated completion date will be subject to the following mode of payment:
 - A. Upfront: Customer is to pay 25% of the Agreed Fee to Hi-Tech.
 - B. After 1/3 completion of work: Customer is to pay a further 25% of the Agreed Fee to Hi-Tech.
 - C. After 2/3 Completion of work: Customer is to pay a further 25% of the Agreed Fee to Hi-Tech.
 - D. Upon Completion of work: Customer is to pay the remaining 25% of the Agreed Fee to Hi-Tech.Hi-Tech is to adjudge the completion of each of the above respective stages.
- 6.2 Unless otherwise agreed in writing payment is due and must be paid immediately upon completion of work carried out. Failure to do so by the Customer will entitle Hi-Tech to:-
- 6.3 Cancel all contracts or suspend any further work or maintenance visit, and/or all warranty repairs to the customer. If any work is suspended due to the Customer defaulting on payment, then the Customer will be liable for any consequential economic loss, whatsoever, incurred by Hi-Tech, and all debt will passed on to our debt collectors Paladin Commercial Credit Management Ltd to recover any out standing debt, the Customer will be liable for further charges by them.

- 6.4 The Customer is not entitled to retain any monies in advance of any claim against Hi-Tech.
- 6.5 If the payment is made by a company or personal cheque the cheque must be verified with a bank issued cheque Guarantee Card, you may pay by internet banking direct to our bank account. In the event that the cheque is dishonoured by the customers bank or payment stopped by the customer,

Hi-Tech has the right to reclaim any bank charges that they may have reasonably incurred, Together with any other resultant administrative costs incurred, plus interest. Moreover, settlement of these sums would thereafter be on a cash only basis.

Reservation of Title

7. Goods remain the sole and absolute property of Hi-Tech until payment for them is made in full by the Customer.
8. Any unpaid sums owing to Hi-Tech by the Customer will incur interest at a rate of 8% per annum, and will be calculated from the date of the default until payment is made in full.

Warranty

9. Hi-Tech makes no warranty in respect of repairs or replacement carried out on goods or materials supplied by the Customer, of work carried out on goods or materials not supplied by Hi-Tech itself.
10. The Customer will be liable for the cost of any supplementary work that needs to be carried out on any, or as a result of any defective goods or materials or apparatus which are not supplied by Hi-Tech.
11. Any replacement goods supplied on a chargeable basis shall be covered by the current manufacturer's warranty, and shall be valid from the date of delivery or supplied or sold to the Customer.
12. If goods are to be supplied by the Customer then they must be approved by Hi-Tech, and if such goods or materials are deemed to be defective or substandard by Hi-Tech, then Hi-Tech will replace them and the Customer will be liable for any such costs incurred.
13. Whilst every endeavour is made by Hi-Tech to exercise due care and diligence, Hi-Tech can not under any circumstances indemnify against faults that may develop in the near future, or even on the same day of the work being carried out or completed.
14. Electrical goods are instruments containing component parts. In carrying out repairs and services such parts specified may need to be replaced, the break down of other parts may therefore give rise to the need for the replacement of those same initial parts again.
15. Whilst the equipment is under Hi-Tech guarantee if it is tampered with in any way by another party, our guarantee will invalidate and we will no longer accept any liability whatsoever.

Tools, Equipment, Materials etc Left on Site

16. Any tools belonging to Hi-Tech or its agents left at the Customer's premises remain the property of Hi-Tech, and under no circumstances can be used by the Customer or its agents for their own purposes and must be returned to Hi-Tech in the same condition.

Notification of Defects

17. If any goods supplied cease to function properly Hi-Tech will require immediate notification within 7 days of delivery or installation or repairs or service and maintenance. Such notification must be made in writing and served at the trading or mailing address of Hi-Tech, If made by telephone, the name of the person with whom the message was left, leaving specific details of the date and time.
18. If the above condition is not met then Hi-Tech will not accept, under any circumstances, whatsoever, the renegeing of payment due to Hi-Tech, and will charge the Customer for any reasonable costs incurred in recovering any such sums due.

Jurisdiction Governing Contract

19. These terms and conditions hereinto shall be subject to and construed under English Law.
20. If there are any breach of these terms and conditions, Hi-Tech or it's agent is entitled to take legal action to recover any monies due under the jurisdiction of English Law.