

Terms and Conditions of Trade.

AES Electrical & Compliance Services Limited a company registered in England company number 14304953

While it might feel a bit time-consuming to read the fine print, we do believe it is the best way to manage expectations and avoid any surprises. Our terms of trade set out what we will deliver to you and what we expect from you. The last thing we want is a mismatch in understanding and a poor outcome for you, the customer.

We believe in providing great service and we take pride in our standards. The terms of trade below serve as the criteria for all the work we carry out. These terms override any agreements made in person, over the telephone, or in any other communication.

When you ask AES Electrical & Compliance Services Limited to carry out work on your behalf, you agree to uphold your obligations under these terms of trade.

If you have any questions, please contact us on our office number 01606 827598 or email us at mark.abbiss@aes-services.co.uk If you are unhappy with the work we provide, or have any problems or comments, please let us know immediately. We will do our best to fix any problems right away. If you do not give us feedback or if you delay payment, it makes it difficult for us to put things right.

We take pride in what we do and would love for you to use us again and tell your friends. You can be sure that we want you to get the outcome you are after, as much - if not more- than you do.

You can contact us the following ways:

Office Number 01606 827598

Mobile Number 07970 611478

Text 07970611478

Email mark.abbiss@aes-services.co.uk

Charges and Payment

In consideration of the provision of the Works by the Company, the Customer shall pay the Charges

The Charges exclude the following, which shall be payable by the Customer monthly in arrears, following submission of an appropriate invoice:

the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom the Company engages in connection with the Works; and

the cost to the Company of any materials or services procured by the Company from third parties for the provision of the Works as such items and their cost are approved by the Customer in advance from time to time.

The Company may increase the Charges and Rates on an annual basis with effect from each anniversary of the Commencement Date. The Company shall advise the Customer of such increases in writing

A minimum charge shall be applied for any Quotations that relates to less than 1 full day's work.

Any works performed outside of normal Business Hours shall be charged at the following Rates:

We define our normal hours of business from 8.00am-5.00pm Monday to Friday

Monday to Saturday – time and a half.

Sunday – Double time

Bank holidays – Double time.

The Company shall invoice the Customer for the Charges at the intervals specified. If no intervals are so specified, the Company shall invoice the Customer:

The Customer shall pay each invoice submitted to it by the Company within 30 days of receipt to a bank account nominated in writing by the Company from time to time.

Cancellations/Rescheduling Appointments

We are always happy to reschedule an appointment free of charge.

If you need to cancel your appointment, please provide us with at least 24 hours' notice.

A cancellation fee may apply to appointments that are not cancelled within 24 hours of your appointment.

Deposits

Some jobs will require a deposit before work commences

If a deposit invoice is sent and remains unpaid before the work commences, we reserve the right to halt work until payment is made. We also reserve the right to cancel the contract entirely if payment is late or delayed.

Progress Invoices

Progress invoices are claims for work done on site, before the entire job is completed. This covers labour and materials for work done to date. The cost of materials and the amount of time spent on your job will dictate whether you will be sent progress invoices.

As part of our agreement, you accept to pay these progress invoices when they are due. You understand that you cannot withhold payment for any reason.

If for any reason work has paused on your job, you can request an invoice to settle the account by calling the office.

We reserve the right to stop work if progress payments have not been made.

Disputed Invoices

If you need to discuss any aspect of payment, please contact us immediately.

If you are dissatisfied with the invoice, it is your responsibility to contact us immediately.

Unpaid Accounts

If payment remains outstanding for over **30 days** from the invoice due date a late fee may be added to your account at our discretion.

We reserve the right to charge **8%** compounding interest on a monthly basis for overdue accounts.

Debt Collection costs may be added to invoices that remain outstanding for over **30 days** from the due date.

Terms of Trade

AES Electrical & Compliance Services Ltd

22/11/22

Thank you for choosing us.

Please read the terms of trade listed below. You can accept these terms by clicking on the link in the email that this document was attached to. These terms need to be accepted before we begin work at your property.

1. Application of Terms of Trade

1.1 These terms apply to all trade between **the customer** and AES Electrical & Compliance Services Limited. These terms are effective from the above date until these terms of trade are replaced by another document. Unless the context requires otherwise, the following definitions shall apply to these terms of trade.

2. Definitions: Unless the context requires otherwise, the following definitions shall apply to these terms of trade:

2.1 AES Electrical & Compliance Services Limited shall mean **'The Company Limited'** and any of its related companies who have supplied goods or services. This also includes the successors and assignees of those companies. **"Customer"** means the customer who opened an account or the person that the account was created for. These terms of trade include the Customer's trustees, executors [if an individual or successors], permitted assigns, and/or administrators.

2.2 The goods supplied to the Customer by AES Electrical & Compliance Services Limited shall which are described by item or indicated on the invoice associated with those goods. This also includes any packing or delivery slip supplied by AES Electrical & Compliance Services Limited shall in respect of the goods.

2.3 PPSA means the Personal Property Securities Act 1999 and associated regulations, as amended from time to time.

3. Payment

the Company's invoice. The Customer shall not have any right of set-off or deduction against the required payment or on account of any money which AES Electrical & Compliance Services Limited may owe the Customer. If the Customer fails to pay the full amount due, on or before the due date, AES Electrical & Compliance Services (without prejudice to its other rights and remedies) shall be entitled to charge the Customer interest on the amount outstanding from due date until payment.

3.2 The price for the goods and services supplied by AES Electrical & Compliance Services Limited shall become immediately payable, regardless of any other terms of payment, and AES Electrical & Compliance Services Limited shall take immediate action to recover the price. This includes if the Customer is in default under any agreement with AES Electrical & Compliance Services Limited shall or commits an act of insolvency or bankruptcy, goes into liquidation, receivership or voluntary administration, enters into a creditors' composition, or has its credit standing impaired in any way.

4. Withdrawal of Credit

4.1 AES Electrical & Compliance Services Limited may at any time, in its sole discretion, withdraw the provision of credit to the Customer.

5. Delivery and Return

5.1 Delivery of goods shall be deemed to be made to the Customer when the goods are first dispatched from AES Electrical & Compliance Services Limited shall premises or collected by the Customer or the Customer's agent. All carriers of goods are deemed to be agents of the Customer.

5.2 AES Electrical & Compliance Services Limited may stop future deliveries until the Customer has paid for all previous supplies of goods or services supplied by AES Electrical & Compliance Services Limited shall (whether payment is due or not).

5.3 If AES Electrical & Compliance Services Limited shall is unable to deliver the goods or perform a service because of any cause beyond its control (including any force majeure event) AES Electrical & Compliance Services Limited may suspend delivery or cancel the Customer's order without incurring any liability for loss or damage suffered by the Customer.

5.4 Goods will only be accepted for return with the prior approval of AES Electrical & Compliance Services Limited. Freight and all other costs associated with the return of goods will be at the Customer's expense unless otherwise agreed in writing by AES Electrical & Compliance Services Limited.

6. Risk

6.1 Goods are at the sole risk of the Customer upon delivery in accordance with clause 4.1 whether received by the Customer or not. This also includes a delay in delivery, even if ownership of the goods has not been passed on to the Customer.

6.2 The Customer shall at all times insure the goods and keep them insured for their full value against all causes including loss or damage by fire and theft. If the goods are lost, damaged, or destroyed, the Customer must agree to make a claim against the insurance policy with respect to the lost, damaged, or destroyed goods, and to immediately pay the proceeds received to AES Electrical & Compliance Services Limited. The Customer will remain liable to The Company for any shortfall in the insurance proceeds.

7. Ownership

7.1 Ownership of the goods shall not pass on to the Customer until the Customer has paid for the goods in full. In addition, any proceeds of the sale of goods that has not paid for shall belong to The Company.

7.2 Notwithstanding the provisions of clause 6.1 regarding ownership of any sale proceeds, until the ownership of the goods has passed on to the Customer, the Customer shall not be entitled to sell or deliver possession of the goods to any other person.

8. Enforcement and PPSA

8.1 The Customer irrevocably gives AES Electrical & Compliance Services Limited and its agents the right to enter upon the Customer's premises (including leased premises), without giving notice and without being in any way liable to the Customer, if AES Electrical & Compliance Services Limited has cause to exercise any rights it has under section 109 of the PPSA.

8.2 The Customer indemnifies AES Electrical & Compliance Services Limited shall for any and all costs associated with the enforcement of these terms of trade, including legal costs on a solicitor/client basis. This includes but is not limited to, the cost of any debt collection procedures for which the customer may be liable for, on top of the outstanding debt.

8.3 The Customer waives its right under the PPSA to receive any verification statement from AES Electrical & Compliance Services Limited

8.4 The Customer shall immediately notify AES Electrical & Compliance Services Limited in the event that the Customer changes its name.

9. Representations, Warranties, Terms and Conditions

9.1 To the maximum extent permitted by law, all representations, warranties, terms, and conditions (including any representation, warranty, term or condition expressed or implied by law or otherwise) that are not expressly included in these terms of trade are hereby excluded from the contractual arrangements between AES Electrical & Compliance Services Limited and the Customer. Without limiting the generality of the foregoing, the provisions of the Consumer Guarantees Act shall not apply to the supply of goods or services by AES Electrical & Compliance Services Limited to the Customer where the Customer acquires, or holds himself or herself out as acquiring, the goods or services for the purposes of a business.

9.2 If AES Electrical & Compliance Services Limited shall be under any liability whatsoever to the Customer then whether such liability be in contract, tort (including negligence or for personal injury) or otherwise and notwithstanding any relief or remedy to which the Customer may be entitled at law or in equity, such liability shall be limited to the price at which the goods or services are supplied to the Customer. This includes the actual loss or damage suffered by the Customer, whichever shall be the lesser.

9.3 Under no circumstances will AES Electrical & Compliance Services Limited be liable for any financial or economic loss or any indirect or consequential loss of any kind whatsoever.

10. Privacy

10.1.... The Customer agrees that AES Electrical & Compliance Services Limited may obtain information about the Customer from any person, including any credit assessment or debt collection agency, for any purpose being in the course of AES Electrical & Compliance Services Limited business, including credit assessment and debt collecting. The Customer consents to any person providing AES Electrical & Compliance Services Limited with such information.

10.2 The Customer agrees that AES Electrical & Compliance Services Limited may use, for lawful purposes, any information it has about the Customer relating to the Customer's creditworthiness.

10.3 Without limiting the provisions of clauses 9.1 and 9.2, the Customer understands that:

a) AES Electrical & Compliance Services Limited is asking the Customer for personal information about the Customer for the purpose of:

i. obtaining a credit report on the Customer to help assess the Customer's creditworthiness for the purpose of AES Electrical & Compliance Services Limited opening or reviewing a trading account for the Customer, and.

ii. registering the security interest created by clause 6.1 under the PPSA;

b) AES Electrical & Compliance Services Limited will give the Customer's personal information to:

i. a credit checking bureau of The Company's choice and that bureau will hold that information on their system and use it to provide their credit reporting service, and

ii. the Registrar of Personal Property Securities and the Registrar will hold that information on the PPSR which will be available for searching by the public in accordance with the PPSA;

c) The credit reporting bureau will provide AES Electrical & Compliance Services Limited with information about the Customer for the purposes outlined in clause 9.3 and when other customers of the credit checking bureau use the credit reporting service the credit checking bureau may give the information to those customers too.

d) The Company may use the credit checking bureau's credit reporting services in the future for purposes related to the provision of credit to the Customer (including personal credit checks against the Customer), and this may include the use of monitoring services to receive updates if any of the information held about the Customer changes.

e) If the Customer defaults in the Customer's payment obligations to AES Electrical & Compliance Services Limited information about that default may be given to the credit reporting bureau and may be provided to other users of that service other than the Customer.

f) The Customer has a right of access to, and may request correction of, personal information held by AES Electrical & Compliance Services Limited or a third party about the Customer. For those purposes, the Customer understands that he or she may contact AES Electrical & Compliance Services Limited at the address set out in the application for credit account to which these terms of trade relate, for information.

11. Amendment

AES Electrical & Compliance Services Limited may amend these terms of trade from time to time. The Customer shall in respect of the supply of any goods or services by AES Electrical & Compliance Services Limited to the Customer be bound by the terms of trade applicable at the time of sale of those goods or services. A copy of the latest version of the terms of trade will be available upon request at the local branch office of AES Electrical & Compliance Services Limited

12. General

12.1 Unless expressly provided otherwise in any written agreement between AES Electrical & Compliance Services Limited the Customer, these terms of trade, and the application for credit account to which these terms of trade relate, constitute the entire agreement between AES Electrical & Compliance Services Limited and the Customer relating to the supply of goods and services by AES Electrical & Compliance Services Limited to the Customer.

12.2 Each provision of these terms of trade is severable in whole or in part and, if any provision is held to be illegal or unenforceable for any reason, only the illegal or unenforceable provision shall be affected and the remainder of these terms of trade shall remain in full force and effect.

12.3 These terms of trade and the application for credit account to which these terms of trade relate shall be construed in accordance with and be governed by the laws of the Country you reside in. and the Customer shall submit to the non-exclusive jurisdiction of the Courts in your Country.