

TERMS OF BUSINESS

In these Terms of Business ('Terms') and any Quotation or invoice: -

'Chelsfield Solar, 'we', 'us' or 'our'	means Chelsfield Electrical Limited also trading as Chelsfield Solar;
'Customer', 'you' or 'your'	means the person, company or entity that purchases the Services;
'Quotation'	means the quotation provided by us to you for the provision of Services (<i>including the supply of any Goods</i>);
'Goods'	means, as part of the Services, the items specified in our Quotation and/or invoice;
'Order'	Means the order sent by us to you for the provision of the Services;
'Price'	means the price for the Services as set out in our Quotation or invoice;
'Commencement Date'	means the proposed date for the start of the provision of the Services;
'Services'	means the supply and installation of the Goods together with any other services as described in our Quotation and/or invoice;
'VAT'	means any applicable value added or similar sales taxes;
'Manufacturer Warranties'	means any manufacturers' warranties given by them in respect of the Goods; and
'writing'	includes any communications effected by post, electronic mail or any comparable means.
Words and phrases in these Terms shall have the same meanings as in the respective Quotation or invoice unless the context requires differently.	

1. Any contract, a ('Contract'), made between Chelsfield Solar and you, shall comprise the respective Quotation and the Order signed by you and be subject to these Terms. Unless agreed otherwise, any other terms which you may seek to incorporate into a Contract are hereby expressly excluded and all the terms of a Contract shall be those contained expressly in or by reference to the respective Quotation together with these Terms.
2. No instruction placed by you with us (*whether in response to a Quotation or not*) shall be binding on us unless and until it is accepted by us in writing, and we are not obliged to accept cancellation of a Quotation which has been accepted by you. Unless agreed otherwise, deposits paid are not refundable.
3. You have the right to cancel this contract during the cancellation period, which lasts 14 days and will start on the day we receive your order.
4. A Contract may only be amended with the prior written agreement of both parties and any representations or warranties, whether written or oral, made prior to the acceptance by you of our Quotation are expressly excluded.
5. We reserve the right, at our option, by giving notice to you at any time before delivery and installation, to increase the Price to reflect any increase in the cost to us which is due to any factor beyond our control (*such as, without limitation, any increase in price charged to us by the manufacturer of any Goods, significant increase in the costs of labour, materials or other costs of manufacture*), any change in delivery dates, quantities or specifications for the Services which are requested by you, or any delay caused by any instructions or failure by you to give us adequate information or instructions.
6. The time of payment shall be of the essence of these Terms. If you fail to make any payment on the due date in respect of the Price or any other sum due under these Terms, then we shall have the right to charge you interest on a daily basis at an annual rate equal to the aggregate of 3 per cent and the base rate of NatWest Bank plc from time to time on any sum due and not paid on the due date. Such interest shall be calculated cumulatively on a daily basis and shall run from day to day and accrue after as well as before any judgement.
7. You hereby undertake to pay to us (*on the basis of a full indemnity*) all costs, charges and expenses incurred by us in collecting or attempting to collect any of your indebtedness to us.
8. Except in respect of death or personal injury caused by our negligence, we will not, by reason of any representation, implied warranty, condition or other term, or any duty at common law or under express term of these Terms, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (*whether caused by us, our servants or agents or otherwise*) which arise out of or in connection with the provision of the Services.
9. With effect from the Commencement Date and, in consideration of the Price being paid in accordance with these Terms, we shall use reasonable care and skill to provide the Services expressly identified in the Quotation or as we may otherwise agree with you in writing.
10. Unless otherwise agreed in writing:
 - 10.1. the Price does not include VAT. Where the Services are subject to VAT, the Price will be increased by the amount of such tax and we reserve the right to issue VAT invoices at any time; and
 - 10.2. the Commencement Date is approximate only and time shall not be of the essence in our provision of the Services. If we fail to commence provision of the Services by such date (*even if we have used our reasonable endeavours to do so*) such failure shall not constitute a breach of a Contract and you shall not be entitled to treat such Contract as thereby repudiated nor to rescind it or any related Contract in whole or in part or to claim compensation for such failure.
11. We shall retain control over the manner and means in which we shall perform the Services including which staff and resources are allocated and in all respects our relationship with you and that of any of our staff shall be that of an independent contractor and not as an employee or employees.
12. We warrant that we will provide the Services in accordance with generally and currently accepted solar panel supply and installation practices. This warranty is in lieu of all other warranties either express or implied other than any Manufacturer Warranties.
13. If you are in breach of a Contract, you will be deemed to have repudiated all Contracts and all sums owing to us on any account shall become due and payable forthwith without any requirement for any notice to be given.
14. You shall not be entitled to withhold payment of any amount due and payable to us under any Contract because of any dispute or claim by you in respect of faulty Goods or Services or any other alleged breach of a Contract by us except and to the extent only that you have reasonably and properly queried our invoices nor shall you be entitled to any set-off against any amount payable under any Contract, any monies which are not then due and payable by us or in respect of which we dispute liability.
15. Our aggregate liability to you under any Contract or otherwise arising whether from negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the cost of the defective or unprovided Services which give rise to such liability, in respect of any occurrence or series of occurrences, as determined by the Price invoiced to you.
16. We shall not be liable to you or be deemed to be in breach of a Contract by reason of any delay in performing, or any failure to perform, any of the our obligations if the delay or failure was due to any cause beyond the our reasonable control (*including, without limitation, imposition of government regulations or orders, fire, adverse weather conditions, theft, industrial dispute, delay by suppliers, carriers or other sub-contractors or inability to obtain materials, labour or services from usual sources*) howsoever caused or arising.
17. We confirm that the Goods we supply do not present a hazard to health and safety when properly used for the purpose which they are designed and if you follow the respective manufacturer's instructions and (*if applicable*) take reasonable and normal precautions in your use of them.
18. Risk of damage to, or loss of, the Goods shall pass to you at the time that we notify you that the Services are complete. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms, legal and beneficial title of the Goods shall not pass to you until we have received payment of the Price in full (*in cash or cleared funds*) and you have paid all moneys owed to us.
19. We reserve the right to amend any or all of the Terms without prior notice. None of these Terms affect your statutory rights but, whether by statute or otherwise, all implied terms are excluded to the extent permissible by law.
20. We reserve the right to repossess any Goods in which we retain title without notice. You irrevocably authorise us to enter your premises during normal business hours for the purpose of repossessing any Goods in which we retain title.
21. No Contract shall confer any benefit to any third party within the meaning of the Contracts (Rights of Third Parties) Act 1999.
22. Every Contract shall: a) become effective as of the day of signing its respective Quotation by both parties or by their duly authorised representatives; and b) be governed by and interpreted in accordance with the laws of England and Wales and any dispute arising therefrom shall be subject to the non-exclusive jurisdiction of the English and Welsh courts.