



KITCHENER
2000 LIMITED
PORTABLE APPLIANCE TESTING

CAPRICORN HOUSE
CAPRICORN PARK
BLAKEWATER ROAD
BLACKBURN
LANCASHIRE BB1 5QR

TELEPHONE 0844 6933099
EMAIL info@kitchener2000.co.uk
WEB www.kitchener2000.co.uk

KITCHENER 2000 LIMITED - TERMS & CONDITIONS OF SALE

In these terms & conditions the term “*Company*” means Kitchener 2000 Ltd; the “*Customer*” means the person or company to which services the Company shall supply as set out overleaf or on the Company’s quotation. “*Charges*” means the charges for each engineer agreed to be on site at current daily rates.

1. These terms & conditions apply to all contracts entered into by the Company for the provisions of services to the Customer to the exclusion of any other terms and conditions. No variation may be made to these terms and conditions except in writing signed by a director of the Company or the Company Secretary.
2. No order submitted by the Customer shall be deemed to be accepted by the Company unless and until confirmed in writing by the Company’s authorised representative.
3. All prices are subject to confirmation at the time the confirmation or order by the Company and are exclusive of VAT, which will be charged at the prevailing rate at the time of invoicing.
4. For Portable Appliance Testing a minimum charge shall be applied for contracts that relate to less than 1 full day’s work. Monday-Friday 9am-5pm shall be charged at the following rates:
Monday to Saturday – time and a quarter; Sundays - time and a half; Bank Holidays – double time.
5. Payment of accounts must be made within 30 days from the date of the invoice. If payment is not made by the due date the company reserves the right to withhold any services outstanding under any contract entered into between the Company and the Customer. The Company shall also be entitled to charge interest on outstanding accounts at the rate of 8% above the base rate of the Bank of England from the due date to the actual payment before and after judgement.
6. Interim invoices will be issued monthly for services to be performed under contracts where performance shall take longer than 1 calendar month.
7. Credit limits may be given to approved Customers at the sole discretion of the Company. The Company may require bank and trade references, which will be obtained at the expense of the Customer. At its sole discretion the Company may withdraw or amend a credit limit previously granted. If a credit limit is exceeded, the Company reserves the right to withdraw the provision of service until payment is made in full.
8. Title to any reports or goods supplied by the Company shall remain within the Company until the Company has received full payment in respect thereof. Risk in reports or goods supplied rest with the Customer from the time of dispatch by the Company.
9. The Company will use responsible endeavours to meet any stated date for the performance of the services but will not be liable for any loss or damage resulting from delay however caused.
10. Subject as expressly provided in these terms and conditions and except where dealing with a Customer who is a consumer, all warranties, conditions or other terms implied by the statute or common law are excluded to the fullest permitted by law.
11. All test equipment at Kitchener 2000 Ltd is of the highest standard and maintained to the manufacturers’ specification. All test voltages are within the scope of recognised national standards and as a result should not cause damage to the appliance tested. The physical act of testing may, on rare occasions, render an appliance inoperative due to the condition of the appliance prior to testing. The Company shall not be liable for the condition or operability of the appliance before or after testing has taken place. The Company performs only electrical tests; not electronic or mechanical tests.
12. The company’s aggregate liability to the Customer whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances (except death or personal injury caused by its negligence for which the Company shall be liable without limit) exceed the total price under the contract. Any claim against the Company must be made within 1 month of receipt of the report.
13. The Company shall not be liable for indirect or consequential loss or for loss of profits or data. The Company shall not be liable in any way whatsoever in respect of any part of installation or appliance which is hidden from or inaccessible to the Company’s representatives during inspection or testing. The Company shall not be liable in any way whatsoever where it has relied on the basis of information supplied to it by the Customer.
14. A charge will be made for any aborted visit. A visit will be deemed “aborted” when a specific appointed Company representative has been made to visit that site at a particular date and time and upon arrival at that site, the Company representatives are refused access. The charge will be one day’s charges for each engineer agreed to be on site as set in clause 15.
15. If the Customer should wish to cancel the contracted testing it shall give notice in writing to the Company. If such notice is received by the Company the following charges will apply:-
More than one week before work is due to commence–the lesser of 10% of the contract price or 2 days charges.
Less than one week but more than 2 working days (Monday-services Friday) before work is due to commence–the lesser of 20% of the contact price or 2 days charges.
Less than 2 working days before the work is due to commence-2 days charges

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16. All goods supplied by the Company are not of the Company's manufacture. The Company will extend to the Customer the benefit of any guarantee or warranty which may have been granted to the Company by the supplier of the goods and will take such steps as the Customer may reasonably require to enforce such rights but save as aforesaid no guarantee or warranty is given by the Company in relation to such goods.
17. The Customer shall be responsible for:-
 - 17.1 Providing safe working conditions at its premises.
 - 17.2 Ensuring its premises comply with all health, safety, security and other regulations in force and taking all responsible precautions to prevent death or injury and loss or damage to the Company's personnel or property.
 - 17.3 Maintaining sufficient insurance in respect of its duties hereunder.
 - 17.4 Affording to the Company such access to the Customers premises and facilities as the Company shall require including access.
 - 17.5 Ensuring the accuracy of the terms of any order submitted by the Customer and forgiving the company any necessary information on a timely basis.
 - 17.6 Detailing to the Company's estimators what equipment requires testing and where it is situated and ensuring the Company's personnel has easy access to all such equipment.
 - 17.7 Providing to the Company all information it has regarding the items to be tested.
 - 17.8 Advising the Company if there are any special rules or regulations which are in force in relation to its premises.
18. The failure by the Company at any time or for any period to enforce any one or more of these terms & conditions shall not be a waiver of them or a waiver of the right to enforce such terms & conditions on a future occasion.
19. Results will be issued by email, unless the Company is requested to do otherwise by the Customer prior to the confirmation of order and will be sent to the address shown on the confirmation of order. The Company shall charge for any reports requested by the customer more than 2 weeks after the report date.
20. Each of the conditions shall be read independently of each other so that if one or more is held to be invalid as an unreasonable restraint of trade or for any other reason whatsoever, then the remaining terms and conditions shall be valid to the extent they are not held to be so invalid. In the event that any term or condition shall be found to be void but would be valid if some part thereof were deleted, then such term or condition shall apply with such modification as may be necessary to make it valid and effective.
21. The company shall not be responsible for any delay or failure to perform its obligations hereunder due to any circumstances beyond its reasonable control, including without limitation strikes, power failures, act of God, act of government, war, civil commotion or terrorism.
22. The Customer shall not directly or indirectly solicit or offer an inducement to any employee of the Company with a view of enticing such employee to perform work for or enter the employment of the Customer.
23. The Company may terminate the contract forthwith if the Customer is unable to pay its debts or enters into compulsory or voluntary liquidations or has a receiver, manager or administrator appointed or ceases for any reason to carry on business.
24. The Customer may not assign its rights under the contract.
25. The contract between the Company and the Customer shall be governed by and constructed in accordance with English law.
26. No provision in the contract is intended to be enforceable by a person who is not a party to this contract.
27. Notice hereunder shall be in writing and may be personally delivered, sent by first class post, facsimile or email. If delivered notice shall be deemed to be served at the time of delivery; if sent by post it shall be deemed to have been served 48 hours after the time it was posted; if sent by email or facsimile it shall be deemed to be received on receipt by the sender of the appropriate answerback provided that a confirmatory copy is sent by first class post to the other party within 24 hours after transmission.