

The Bees Keys Locksmiths Ltd

Terms and Conditions of Business

1. Definitions

In this contract the terms stated below shall have the following meaning:

A "Seller" Shall mean The Bees Keys Locksmiths.

B "Buyer" Shall mean the name of the person or company who is the customer of The Bees Keys Locksmiths.

C "Goods" Shall mean all goods and services forming the subject of this contract including parts and other materials incorporated in them.

D The headings in the terms and conditions are for convenience only and shall not affect their interpretation.

E "Contract" Shall mean any contract for the sale of goods or the provision of specified service by the seller to the buyer.

F "Specified Service" means the service to be provided by the seller to the buyer (on front part of invoice where description of work shall be written) shall be construed accordingly.

2. Application of Terms and Conditions

These Terms and Conditions shall apply to all contracts for the sale of goods and supply of services between the seller and the buyer notwithstanding and to the exclusion of any terms and conditions which the buyer may purport to incorporate under any purchase order, letter of order, and confirmation of order or similar document. Any variation to these Terms and Conditions may only be made in writing by the seller and unless made shall have no effect. A person who is not a party to the contract shall not have any rights under the contracts (Right of Third Parties) Act 1999 to enforce any term or condition of the contract but this shall not affect any right or remedy of a third party which exists or is available apart from that act.

3. Description

Any description given or applied to these goods has been given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the buyer hereby affirms that He/She did not in any way rely on the description when entering into the contract.

4. Basis of Sale

The seller shall sell and the buyer shall purchase the goods in accordance with the sellers written quotation (once agreed by the buyer), or the buyer's written order (if agreed by the seller), subject in either case to these Terms and Conditions.

5. Provision of the Goods, Services and Delivery

The buyer shall make all necessary arrangements to take possession or receive installation of the goods on the delivery or installation date(s) and at the place of delivery or installation.

The Seller shall use all reasonable endeavours to provide the Goods/Services in accordance with the specification and timescale set out in the quotation.

If no timescale is stated on the quotation, then the Goods/Services shall be provided in reasonable time in the circumstances.

Neither legal nor beneficial ownership of the Goods shall pass to the Buyer until the Seller has received in full (in cash cleared funds) all sums due in respect of the Goods and all other sums which are, or which become due to the Seller from the buyer on any account.

The seller may at any time before title passes and without any liability to the buyer repossess and dismantle and use or sell all or any of the goods and by doing so terminate the buyer's right to use, sell or otherwise deal in them.

6. Terms of Payment and Fees

Payment for goods supplied or specified service provided is due on delivery of the goods or on completion of the installation/work carried out. Payment is to be made either by cash, debit card or credit card. If the buyer is an account customer then payment is due no later than 30 days after delivery of goods or on completion of the installation. Buyers are to pay for the invoices in full and make no deductions or offsets unless a credit note has been issued.

The time for payment of the goods and/or specific service shall be of the essence.

Further, if payment for the goods and/or specified service or any part thereof is not made by the due date then without prejudice to the forgoing, the seller shall also be entitled to:

- i) Require payment in advance of delivery in relation to any goods not previously delivered.
- ii) Refuse to make delivery of any undelivered goods whether ordered under the contract or not and without incurring any liability whatever to the buyer for non-delivery or any delay in delivery.
- iii) Terminate the contract.
- iv) Retain any deposit paid by the buyer.

The buyer shall not be entitled to make any deduction or withhold payment for any reason at all.

Any delay or default by the buyer in making payment shall render all sums owing to the seller on any account whatsoever including the cost of recovery of such sums, due and payable forthwith without requirement for any notice to be given to the buyer. Until all services have been paid in full, all products belong to The Bees Keys Locksmiths.

All deposits are non-refundable unless the seller is unable to complete that particular job.

If customers incur any problems within 14 days of any work carried out the seller will fix the problem free of charge (as long as goods have not been damaged). Outside of the 14 days the seller reserves the right to charge an additional cost for any further works carried out.

Any fee quoted by the Seller, but which is not contained in the invoice shall be for illustration purposes only and shall not be binding. The Seller reserves the right to amend errors and/or omissions on the quotations or invoices. Any additional costs incurred by the Seller or its suppliers in recovering monies due in respect of unpaid invoices will be recoverable by the Buyer.

7. Acceptance of Goods

The buyer shall be deemed to have accepted the goods and specified service as if He/She had expressly written to the seller and stated as such if He/She fails to notify the seller in writing that He/She does not accept the goods within three days of delivery of the goods or completion of the specified service.

8. Risk

The risk in the goods will pass to the buyer at the moment the goods are dispatched from the seller's premises; or installation has taken place. Where the buyer chooses to collect the goods himself/herself, the risk will pass when the goods are entrusted to him/her or set aside for his/her collection, whichever happens first.

9. Property

Title in the goods will not pass to the buyer but shall be retained pending payment in full of the price. Until such time as title passes to the buyer, the seller shall have an absolute authority to re-take, sell or otherwise deal with or dispose of all or any part of the goods in which title remains vested in them.

For the purposes specified above, the seller or any of their agents or authorised representatives shall be entitled at any reasonable time during normal working hours to enter without notice onto any premises where the goods or any part of the goods are installed, stored or kept are reasonably believed to be.

The seller shall also be entitled to seek an injunction to prevent the buyer from selling, transferring or otherwise disposing of the goods.

10. Force Majeure

The Seller shall be under no liability whatsoever for failure or delay in providing any of the Goods/Services due to any cause or event beyond its control. In any such event the seller may without liability cancel or vary the terms of the invoice including but not limited to extending the time to provide the Goods/Services for a period at least equal to the time lost by reason of such event.

11. Assignment and Sub-Contracting

This contract shall not be assigned or transferred nor the performance of any obligation subcontracted, in either case by the buyer, without the prior written consent of the seller.

12. Proper Law

This contract shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the English courts as regards to any claim or matter arising under this contract.

13. Arbitration

Any disputes which arise out of or in connection with this contract of whatever nature shall, if practicable, be settled by negotiation between the parties. If such disputes are not resolved within 21 days of such negotiation commencing, then the matter shall be referred to arbitration, the ruling in such arbitration being binding on the parties. The parties shall agree on the identity of the arbitrator and, in the event of their failure to agree, the arbitrator shall be appointed by Chartered Institute of Arbitrators.

14. Notices

A notice required or permitted to be given by either party to the other under these terms and conditions shall be in writing addressed to the party at its registered office or principal place of business or such other address as may be the relevant time been notified pursuant to this provision to the party giving the notice.

15. Liability and Indemnity

Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misinterpretation or otherwise, shall be limited as set out in this clause.

The total amount of liability is limited to the total amount of fees payable by the buyer under the contract.

We are not liable in connection of our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the quotation for:

1. Any indirect, special or consequential loss, damage, costs or expenses.
2. Any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or other third party claims.
3. Any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control.
4. Any losses caused directly or indirectly from the choice of Services and how they will meet your requirements or any goods supplied in connection with the Services.

You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment caused by the buyer.

16. Data Protection

When supplying the Services to the Buyer, the Seller may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the Buyer.

The parties agree that where such processing or personal data takes place, the Buyer shall be the 'data controller' and the Seller shall be the 'data processor' as defined in the General Data Protection Regulation (GDPR) as may be amended, extended and/or re-enacted from time to time.

The seller shall only process personal data to the extent reasonably required to enable the Seller to supply the Services as mentioned in these terms and conditions or as requested by and agreed with the Buyer, shall not retain any Personal Data longer than necessary.

The Seller shall not disclose Personal Data to any third parties other than directors, sub-contractors or advisors on a strict 'need to know' basis.

17. Intellectual Property

We reserve all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

18. Diagnostics

The Seller accepts no liability for any damage caused to property as a result of diagnostic works providing the customer has been informed prior to the work being carried out and has been given full permission to proceed. All diagnostics works will be charged for.

19. Repairs

The Seller accepts no responsibility for any unavoidable damage to surrounding areas as a result of the works carried out for the customer, who has been informed of the possible risks and has given prior consent.

20. Returns and Warranties

Unless stated otherwise the products are non-returnable once they have been fitted unless the product is faulty. It is the Buyers responsibility to accept the correct product upon installation. The products are supplied with a one year guarantee from the date of installation. The Seller has the right to charge further fees if the Buyer makes an unnecessary call out to fix a product that is in working order. The Seller deems the following to be an unnecessary call out: the Buyer is using the product incorrectly, the warranty has expired, the problem is with work carried out by a third party.