



Andrews' Building Contractors Ltd

Included in this file...

Terms & Conditions

Data Policy

June 22

[Andrews' Building Contractors Ltd](#)

Lower Penns Rd, Paignton.

Terms & Conditions

1. Words and Phrases

In these conditions:

"Services" means the engineering and associated services relating to the Customer's Equipment as set out in the proposal specified in our quotation or other agreed documents or discussions between us.

"We", "us" and "our" mean the Andrews' Building Contractors Ltd providing Services to you.

"You" and "your" mean the person or company to which we are providing Services.

"Customer's Equipment" means the equipment or material belonging to you, or for which you request us to provide services.

A "business day" means any day other than a Saturday (Unless Stated Otherwise), Sunday or bank holiday.

The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.

Words imparting the singular number shall include the plural and vice-versa.

2. Incorporation of Conditions

- a) Any contract or agreement to do work made between you and us shall be subject to these conditions, and any terms you put forward do not apply.
- b) All other terms and conditions which might be implied by conduct or a previous course of dealing or trade custom are excluded from this contract.
- c) No amendment or change shall be made to these conditions

3. Quotations/Prices

- a) Our quotation provides an indication to you of the items on which you may place an order, but no order from you as a result of a quotation (or otherwise) shall be binding upon us unless and until it is accepted or confirmed by us.
- b) A quotation is made on the assumption that the work requested is reasonably capable of being carried out. If on inspection this is found in our opinion not to be the case, we will advise you to this effect as soon as reasonably practicable, and may offer you a reconditioned or new substitute on terms to be agreed. If you give a general instruction for repairs without specifying the particular service or replacement parts, we will be entitled to carry out such repairs or, modifications or service as in our opinion are necessary to put the Customer's Equipment in good working order, and to make an appropriate charge for the work and parts provided.

- c) Provided your order is placed within fifteen days of the date of the quotation, the price contained on the quotation shall be fixed unless the quotation states otherwise. If your order is not placed in that period, then if any change shall occur after that in the costs of any materials, labour, transport or other items, including overheads, which we have to pay or incur for the performance of the Contract, then you will pay the resultant price.
- d) If delivery and performance are postponed at your request or by circumstance within your control you will pay all resulting costs and expenses we incur.
- e) We will charge for all work carried out at your request, whether exploratory or otherwise and, in particular, we reserve the right to instruct our employees or agents to work overtime to comply with your delivery requirements in which case we may charge you the cost of such overtime.

4. Services

We warrant that we will use reasonable care and skill in our performance of the Services which will comply with the quotation, including any specification in all material respects. We can make any changes to the Services which are necessary to comply with any applicable law or safety requirement (The Electricity at Work Regulations 1989, Supply of Machinery (Safety) Regulations 1992, Provision and Use of Work Equipment Regulations 1998, Electrical Equipment (Safety) Regulations 1994, The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995, The Equipment and Protective Systems Intended For Use in Potentially Explosive Atmospheres Regulations 1996, Management of Health and Safety at Work Regulations 1999, BS7671), and we will notify you if this is necessary.

Although this list is comprehensive it is not exhaustive and other regulations may be required / called upon.

We will use our reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the quotation; however, time shall not be of the essence in the performance of our obligations.

All of these Terms and Conditions apply to the supply of any goods as well as Services unless we specify otherwise.

5. Work on Site

If the Services are to be carried out on your premises or at your request at some other site we will need free and safe access to the customer's Equipment, together with proper and safe storage and protection of all goods, tools, plant and equipment and materials we have on site. We may also require additional facilities to carry out the Services such as electricity. You will observe and comply with the latest Health and Safety at Work Legislation and ensure that the site is safe and without risk to the health and safety of all persons working there; and you will hold us harmless against all legal and regulatory proceedings, costs and charges in respect of your failure to do so.

6. Payment

In addition to the Fees, we can recover from you a) reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, b) the cost of services provided by third parties and required by us for the performance of the Services, and c) the cost of any materials required for the provision of the Services.

You must pay us (Andrews' Building Contractors Ltd) for any additional services provided by us that are not specified in the original quotation in accordance with our then current, applicable rate in effect at the time of performance or such other rate as may be agreed between us. The provisions of clause 14 also apply to these additional services.

The Fees are of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

The Fees applicable to HMRC CIS Reduction/Payment are to be paid by you (You (Person/Individual) or Company liable to pay for works completed) and a statement of payment to HMRC CIS will be forwarded to us (Andrews' Building Contractors Ltd) upon payment of taxes. Unless otherwise agreed with you by us, we will issue an invoice for the full amount due on completion of the Services. Invoices will be due for payment 15 days from the day on which we despatch the invoice to you (Unless stated otherwise). All payments will be in pounds Sterling.

7. Designs Drawings and Specifications

You shall be responsible for the accuracy of any designs, specifications and other data, which you or your employees or agents supply to us, which we use in connection with the Services, even if we examine, inspect or comment upon them. You will hold us harmless against any liability to a third party which we may incur as a result of carrying out the Services in accordance with your instructions or your designs, drawings, specifications or other data.

8. Warranty

- a) We will take reasonable care of the Customer's Equipment whilst it is in our custody and make good any loss damage caused by our failure to exercise reasonable care, our liability being limited to the replacement value of the Equipment.
- b) We also undertake to use reasonable skill and care in carrying out the work and to use materials, which are suitable quality and free from defects.
- c) Unless otherwise agreed, we will rectify defective work and /or defective materials notified to us in writing within six months of the completion of the work and liability for defective work and/ or defective materials is limited to the invoice value thereof. We will have no responsibility for other loss or damage, including (without limitation) loss profit or production, except as required by law.

d) Unless we have agreed to do so, you will accept full responsibility for re-installing, examining and testing the Equipment on which we have worked as soon as it is completed and we shall not be responsible for any damage, cost or loss incurred by you due to your failure to properly re-install or delay in testing the equipment or in notifying us of any defect in the work.

9. Transportation

- i) If we have agreed to transport the Equipment, in the event of loss or damage to Equipment in transit from any cause whatsoever our liability shall be limited at our option to replacing the Equipment or passing on the benefit of insurance. In no circumstances shall we be liable for other loss including (without limitation) loss of production or loss of profit or contracts.
- ii) We shall not be liable for any such transit damage unless we and the carriers are notified of such damage or loss within seven days of delivery. It is your responsibility to examine the goods immediately on receipt.
- iii) Unless otherwise agreed, the loading or off loading of the goods on collection or return to you shall be arranged by you and performed at your sole expense and risk.


10. Termination of this Contract

We may bring this Contract to an end if you fail to comply with your obligations under this Contract, within seven days of having been notified by us of the relevant failure. We may also bring this Contract to an end immediately if you are the subject of a petition for a bankruptcy order, or you become insolvent or enter into any composition, scheme or arrangement with your creditors. If you are a corporation or other legal person, we may bring this Contract to an end immediately if a receiver (including an administrative receiver) is appointed over any of your assets or an application is made to appoint an administrator for you. If you are in partnership, we may bring this Contract to an end immediately if the partnership is dissolved. We may also terminate this Contract if any proceedings relating to your insolvency are commenced in any country.

If this Agreement ends for any reason, we will be entitled to remove all of our equipment from your premises or from site. You will remain liable to us for any sums which you have not paid, for all work done up to date of termination and for any other breaches of this Contract.

11. Limitation of Liability

We accept that we are liable for any death or personal injury resulting from our negligence or the negligence of our employees or agents acting in the course of their employment. In relation to defects in goods sold to you by us, we may also be liable under the Consumer Protection Act 1987 or equivalent legislation, but only to the extent that such liability cannot lawfully be excluded.



Apart from our agreement to rectify any defects or errors in the Services as set out in paragraph 7 above and to replace or repair the Customer's Equipment where there is loss or damage to goods in transit as set out in paragraph 8 above:

- a) Our maximum liability to you for the direct loss or damage, either under this Contract or arising from any act or omission, including negligence, will not exceed the total amount paid by you under this Contract, or such higher sum as a court may specify as reasonable up to a limit of £25,000; and
- b) We will not be liable to you under any circumstances for any indirect or consequential losses (including for example, loss of Contracts or loss of profits of production).

The limitations and exclusions in this paragraph apply to any claim, whether in contract, tort (including negligence), breach of any statutory duty or implied term or any other claim, except any liability for death, personal injury or defects in goods supplied to you by us as set out above.

The limitations and exclusions in these conditions reflect the value of this Contract to us and are considered to be reasonable. If you require us to accept greater liability we may be prepared to do so subject to agreement of an additional charge to reflect the increased risk and cost of insurance to us.

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

The total amount of our liability is limited to the total amount of Fees payable by you under the Contract.

We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the quotation for: any indirect, special or consequential loss, damage, costs, or expenses or; 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; or any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services 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 (including that belonging to third parties) caused by you or your agents or employees.

Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

12. Force Majeure

We will not be liable to you for any failure to perform our obligations under this Agreement where that failure results from any cause outside our reasonable control, including but not limited to natural occurrences, disruption of power supplies, the action of third parties or industrial action.

13. Disputes

Any disputes which we cannot settle amicably relating to the nature or quality of the Services will be referred to an expert to be agreed or (if we and you cannot agree the choice of expert within 14 days of an expert being proposed by you or us) appointed at the request of you or us by the President for the time being of the institute of Electrical Engineers. The written report of the expert will as between you and us be conclusive evidence of all matters of fact and all matters opinion set in the report and the charges of the expert shall be borne and paid as the expert may direct.

14. V.A.T

Applicable on all invoices unless stated otherwise at the value stated by HMRC (Currently 20%)

15. Assignment/Third Parties

You will not assign your rights under this Agreement without our express written approval. We may subcontract the provision of certain of the Services at our discretion. No third party shall acquire any rights under this Contract except as specifically stated in these conditions.

We can at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under these Terms and Conditions and can subcontract or delegate in any manner any or all of our obligations to any third party.

You must not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.

16. Notices

Any notice to be given by you or us must be in writing and may be delivered by facsimile or electronic mail. Notices to us should be sent to us at the address stated on our quotation, acknowledgement or invoice. Any notice given to you will be sent to you at the address supplied at the time of order. You and we are free to provide an alternative address for notices at any time. Facsimile notices will be assumed to have been delivered on the next working day after transmission, and notices sent by first class post will be assumed to have been delivered two working days after they are sent.

17. Waiver

Any express or implied by us of any failure by you to perform your obligations under this Agreement will not prevent the subsequent enforcement of those obligations. Similarly, any waiver we give will not be taken to be a waiver of any subsequent failure by you to perform that or any other obligation.



18. Whole Agreement

This Contract constitutes the entire agreement between us relating to the Services and overrides any prior correspondence or statements relating to the Services (including any statements or representations in any advertisements or literature produced by us relating to the Services).

19. Validity

If any provision of this Agreement is ruled to be valid for any reason, that invalidity will not affect the rest of this Agreement, which will remain valid and enforceable in all respects.

20. Law

This Agreement is governed by English Law.

21. Cancellation and amendment

We can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the Services have not started, within a period of 15 days from the date of the quotation, (unless the quotation has been withdrawn).

Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.

If you want to amend any details of the Services you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to you.

If, due to circumstances beyond our control, including those set out in the clause below (Circumstances beyond a party's control), we have to make any change in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.


22. Circumstances beyond a party's control

Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

If the delay continues for a period of 60 days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.

23. Communications

All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).



Notices shall be deemed to have been duly given: when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated; on the fifth business day following mailing, if mailed by national ordinary mail; or on the tenth business day following mailing, if mailed by airmail.

All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

General Data Policy

This website is hosted and maintained by Andrews' Building Contractors Ltd as such the data held within this website is secured, and maintained by Andrews' Building Contractors Ltd. If you have any questions regarding your personal data, please do not hesitate to contact us on – info@andrewsbc.co.uk or Contact us via our website at – andrewsbc.co.uk#contact.

If you have used the contact form and have any questions regarding your personal data that has been submitted, please use the information found on the contact page to speak directly with Andrews' Building Contractors Ltd.

Website privacy policy

This privacy policy sets out how our website uses and protects any information that you give us when you use this website.

We are committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement.

We may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes. This policy is effective from the 1st of March 2022.

What we collect

From the website we may collect

- Your IP Address
- contact information including name, email address, address and telephone number
- demographic information such as postcode, preferences and interests



What we do with the information we gather

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:


- Optimisation of our website pages and content
- To manage our employees
- For invoicing, estimating, certification, future notifications and announcements to you
- To maintain our own accounts and records which may also be used within our software.
- We may use the information to improve our products and services.
- If you have used our contact form we may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided and opted into on our contact form.
- From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail. We may use the information to customise the website according to your interests.

Security

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

How we use cookies

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.



Overall, cookies help us provide you with a better website by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer.

This may prevent you from taking full advantage of the website.

Links to other websites

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

Controlling your personal information


You may choose to restrict the collection or use of your personal information in the following ways:

- whenever you (are asked to) fill in a form on the website, there will be an email confirming the details we took, email us at info@andrewsbc.co.uk to get any information deleted or updated.
- if you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by writing to or emailing us at info@andrewsbc.co.uk

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. We may use your personal information to send you promotional information about third parties which we think you may find interesting if you tell us that you wish this to happen.

You may request details of personal information which we hold about you under the General Data Protection Regulation 2018. If you would like a copy of the information held on you please write to info@andrewsbc.co.uk.

If you believe that any information we are holding on you is incorrect or incomplete, please email us as soon as possible at the above address. We will promptly correct any information found to be incorrect.



If you agree to the above please sign below and return via email to info@andrewsbc.co.uk so we can keep this on record.

Signed:

Name:

Date:

Company: