



Electrical Engineers & Contractors

AC Force Limited
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TERMS AND CONDITIONS

1. GENERAL

- 1.1 These Terms and Conditions apply to all contracts between AC Force Ltd and the Client.
- 1.2 No alteration to these Terms and Conditions shall be binding upon AC Force Ltd unless agreed in writing by AC Force Ltd.

2. FEES

- 2.1 AC Force Ltd fee is not affected by only Terms and Conditions included in the contract or letter of appointment, or a decision by the Client not to proceed with the work, after AC Force Ltd has received the customers/clients acceptance.
- 2.2 If any order for planned works has been received and subsequently cancelled less than 48 hours before commencement of works then the client shall be liable for 50 per cent of the time of the invoice to be charged.
- 2.3 AC Force total Fee is not refundable.

3. EXPENSES

- 3.1 Should a Client require AC Force to carry out additional work not quoted for, expenses will be agreed with the Client prior to expenditure and all such expenses are due from the Client to AC Force within 30 days of completion.

4. PAYMENT

- 4.1 Sums invoiced are payable in full 30 days from the invoice date.
- 4.2 AC Force reserves the right to charge interest at 4% above Nat West Bank base lending rate from time to time on any overdue sum until paid in full.
- 4.3 AC Force reserves the right to recover from the Client all direct expenses reasonably incurred by AC Force in the collection of any overdue sums.
- 4.4 Any invoice not challenged in writing within 10 days of the invoice date shall be payable in full, save in cases of manifest error in calculation.

5. SUB CONTRACTING

- 5.1 In the event of AC Force working as a sub- contractor to a sub-contractor, AC Force reserves the right to recover outstanding monies directly within chain of command (1)Main Contractor (2)Customer . Should funds be unreasonably withheld by either the Main Contractor or Sub Contractor, AC Force reserves the right to challenge the customer directly.
- 5.2 In the event of a Contractor in Liquidation, AC Force reserves the right to recover monies due in respect of works carried out by AC Force directly from the customer.

6. RETENTION OF TITLE

- 6.1 AC Force reserve the right to retain ownership of all goods and materials used in completion of the works carried out and completed as per our clients/customers specified order if the invoice relating to that order remains unpaid after AC Force normal terms of trading or the payment terms as stated on AC Force's respective invoices relating to those works carried
- 6.2 out in completion.

7. GUARANTEE

- 7.1 Where appropriate AC Force will issue a Certification of Works . On these occasions, provided that the Certificate can be produced and the fault is proved to have occurred through the workmanship of AC Force the problem will be rectified.
- 7.2 In the event of a Client being dissatisfied with the work carried out, AC Force retain full rights to put right the problem, no other contractor should be involved in any rectification. Any additional expenses to be agreed between the Client and AC Force. Provided always that this guarantee takes effect only where all invoices have been duly paid by the Client in accordance with these Terms and Conditions and that otherwise this clause shall be void and have no effect.

8. LIABILITY

- 8.1 AC Force is not liable for any loss, expense , damage or delay arising from failure to provide its service or from negligence, dishonesty, lack of skill or misconduct of a AC force Engineer/Worker or any member of AC Force staff. AC Force does not exclude liability for death or personal injury arising from its own negligence.
- 8.2 AC Force Engineers/Workers are deemed to be under the supervision, discretion and control of the Client/Sub Contractor immediately they report to take up their duties and for the duration of the Assignment. The Client/Subcontractor agrees to be responsible for all acts, errors or omissions of the AC Force Engineer/Worker, whether wilful, negligent or otherwise.

- 8.3 The Client/Subcontractor will also comply in all respects with all statutes, including Working Time Regulations, by laws, codes of practice and legal requirements to which the Client/Subcontractor is subject in respect of own staff.
- 8.4 The Client/Subcontractor must also provide adequate Employer's and Public Liability Insurance cover during all assignments and shall advise AC Force of any special Health and Safety requirements. The Client/Subcontractor will assist AC Force to comply with the Working Time Regulations. The Client/Subcontractor shall indemnify AC Force against any costs, claims or liabilities incurred by AC Force arising out of any Assignment and/or as a result of breach of these Terms & Conditions by the Client/Subcontractor.

9. HEALTH AND SAFETY

- 9.1 AC Force adhere to guidelines of the Health and Safety at Work Act 1974. It is the policy of AC Force to ensure that responsibilities for Health and Safety are properly assigned, accepted and fulfilled at all levels. AC Force do not take responsibility for any lack of Health and Safety provision, notification or interpretation by the Client/Subcontractor.
- 9.2 It shall be the duty of each and every employee of AC Force at work to take reasonable steps for the health and safety of themselves and others who may be affected.
- 9.3 All accidents and dangerous occurrences must be notified immediately to AC Force Head Office. All accidents causing injury and dangerous occurrences will be notified in accordance with RIDDOR
- 9.4 COSHH Regulations to be followed at all times.