

1. General

- 1.1 These conditions shall supersede all earlier conditions of Mervad
- 1.2 These conditions shall take precedence over any conditions of the Customer and shall not be varied without the written permission of a partner of Mervad

2. Definitions

- 2.1 "Mervad" means Mervad Electrical Contractors of 89 Hunts Drive, Writtle, Chelmsford, Essex, CM1 3HQ
- 2.2 "Customer" means the person, firm or company buying or agreeing to buy goods and services from Mervad
- 2.3 "Price Paid" means the price paid by the customer for the product, The price paid is as stated on the invoice
- 2.4 "Product" means any product or service supplied to the customer by Mervad

3. Contact methods

- 3.1 Mervad Electrical can be contacted by the following methods and will undertake to respond to urgent matters within 4 working hours
Post:- Mervad Electrical Contractors, 89 Hunts Drive, Writtle, Chelmsford, Essex. CM1 3HQ
Fax:- 08444 172552
Telephone:- 01245 807730
Email:- Sales @ mervad.co.uk

4. Prices and Ordering

- 4.1 Unless otherwise stated all prices are exclusive of value added tax which will be charged at the current rate at time of invoice
- 4.2 The price payable by the Customer will be the price current at the date of order
- 4.3 Orders are accepted by writing, telephone, fax or electronic communication. Orders are only binding when Mervad receives a signed contract form (MERC1) or official purchase order from the customer
- 4.4 Errors and omissions are excepted. Any images are for illustrative purposes only
- 4.5 As required by the 2008 doorstep selling regulations, for domestic contracts any order placed with Mervad is subject to a 7 day cooling off period by the customer.
- 4.6 Should the customer engage Mervad under an emergency situation including but not limited to (dangerous situation, loss of power, fire, flooding) which requires immediate action to protect life or property, then the customer will for go the 7 day period. They will however retain the right to cancel the contract at any point subject to paying for any labour and material costs incurred up to that point.
- 4.7 As all work is completed prior to an invoice being raised. Mervad reserves the right to not permit cancellation of orders once payment has been requested.

5. Payment

- 5.1 Payment is due on demand and in any event must be made within 28 days of invoice date
- 5.2 Mervad reserve the right to demand stage payments at first and second fix stages of any construction projects
- 5.3 Mervad may charge interest on overdue accounts at the current rate for late commercial debts. This will be calculated on a daily basis

6. Delivery

6. Any Delivery date stated is only a warranty by Mervad to use reasonable endeavours to effect delivery by that date. No liability will be accepted by Mervad for failure to meet a stated delivery date

7. Guarantee

- 7.1 If within 12 months of being delivered a defect in any product is discovered which is directly due to faulty goods or workmanship, then Mervad will at its option repair or replace the product free of charge for labour and materials
- 7.2 In the event of the product being covered by the Electrical contractors association warranty, then the period in 6.1 is 72 months. A separate warranty certificate is issued in this case
- 7.3 The customer should contact Mervad who will use reasonable endeavours to attend site within five working days to assess the fault.
- 7.4 If any product reported to be faulty is found not to be so or found to have been misused, then Mervad reserve the right to charge for labour and materials used to investigate and rectify the fault.
- 7.5 This clause does not affect your statutory rights

8. Limitation of Liability

- 8.1 Mervad accepts liability for any private property loss or damage, death or personal injury caused directly by the negligence or deliberate misconduct of Mervad or it's employees. Except for death or personal injury, this liability shall be limited to the price paid.
- 8.2 Mervad shall not be liable for any financial consequential indirect or other losses suffered by the Customer or any third party whether such loss arises in the contract or tort or in any other way

9. Uncontrollable Events and Delays

- 9.1 In case of delays caused by circumstances beyond the control of Mervad or it's suppliers, Mervad shall have the right to suspend delivery or to cancel the contract without liability.
- 9.2 Examples of Uncontrollable events are (by way of example and not limited to) strike, lockout, riot, revolution, war, epidemic, working difficulties, transportation difficulties, fire and failure of suppliers or official regulations

10. Customers Obligations

- 10.1 You are responsible for ensuring safe and legal access to any work area
- 10.2 Any Images are for illustration purposes only
- 10.3 Specifications are correct as per manufacturer information
- 10.4 You must provide reasonable courtesy information and co-operation to Mervad

11. Privacy Policy

- 11.1 Mervad Electrical will under no circumstances disclose any client information to any third party save for delivery addresses to suppliers (for direct to site deliveries), government bodies and agencies (for job registration purposes) and payment card details to our card services provider (paypal)
- 11.2 In accordance with PCI DCS best practice. No card details will be stored by Mervad for longer than is necessary to process the card transaction. They will then be securely destroyed by shredding or incineration.

12. Title and Risk

- 12.1 Until full payment has been received by Mervad for all products whatsoever, supplied at any time by Mervad to the customer:-

12.1.1 Property of the products shall remain in Mervad

12.1.2 The customer shall store the products in such a way that they can be readily identified as being the property of Mervad, and at all times in accordance with Mervad recommendations.

12.1.3 Subject to 12.1.4 and 12.1.5 below the customer shall be at liberty in its own name (but not on behalf of or in the name of Mervad) to sell the products in the ordinary course of business, on the basis that any proceeds of sale shall be the property of and be held on trust for Mervad

- 12.1.4 Mervad may at any time suspend or revoke the Customers power of sale by notice in writing to the Customer if the Customer is in default for longer than 14 days in payment of any sum whatsoever due to Mervad or if any Bill of Exchange, cheque or other negotiable instrument drawn or accepted or endorsed by the Customer is dishonoured on presentation for payment.
- 12.1.5 The Customer's power of sale will automatically determine if a Receiver is appointed over any of the assets or the undertaking of the Customer or a winding up order is made against the Customer or the Customer goes into voluntary liquidation (otherwise than for the purpose of reconstruction or amalgamation) or causes a meeting of, or makes any arrangement or composition with creditors or commits any act of bankruptcy.
- 12.1.6 Upon revocation of the power of sale under clauses 12.1.4 and 12.1.5 above the customer shall place the Products at the disposal of Mervad, who shall be entitled to enter upon any premises of the Customer for the purposes of removing the Products from the premises.
- 12.1.7 The risk in the goods shall pass from seller to the buyer upon delivery of such goods to the buyer. However not withstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the buyer until the seller has received in cash or cleared funds payment in full for all goods delivered to the buyer under this and all contracts between the seller and the buyer for which payment to the full price of the goods there under has not been paid. Payment of the full price for the goods shall included the amount of any interest or other sum payable under the terms of this and all other contracts between the seller and buyer under which the goods where delivered.

13. Miscellaneous

- 13.1 If any part of these Terms and Conditions are found to be invalid or unenforceable by a court the remainder are unaffected.