Terms of Business

1. DEFINITIONS

1.1. In these Terms of Business the following definitions apply:

"Client" means the person, company, firm or corporate body who will be invoiced directly by the company for and goods or services

"Customer" means the person, company, firm or corporate body who the goods or services are supplied to but would normally pay the client for the goods or services supplied by the company

"Company" means MIS Conversions (UK) Limited of
Centrix Business Park, Sandall Stones Road, Kirk Sandall, Doncaster, South Yorkshire, DN3 1QR

"Purchase Order" means directive supplied to the company from the client requesting goods or services, this can be supplied to the company as a numeric value or an email requesting the goods or services

1.2. The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.

2. WARRANTY

2.1. The company will warrant any goods or services they have supplied to the client for 12 months from the point of receipt unless otherwise stated at the point of sale.

2.2. The Warranty for the supply of goods will remain with client and they must return them to the company for inspection and testing prior to the warranty expiring, if any cost is incurred in shipping or removal this will be the responsibility of the client.

2.3 The warranty for the supply of services will be for 12 months from the point the service was supplied. This warranty consists of the company re visiting the location of the service at a mutually agreed time between the company and the client/customer to rectify the issue, if the company cannot rectify the issue they will appoint a supplier who can, this supply of service warranty will only be valid providing that;

2.3.1 the company have been informed in a timely manner and given the opportunity to rectify the situation as the company will not accept nor pay an invoice for work that has already been carried out by a third party.

2.3.2 none of the services provided have been tampered with.

2.3.3 the issue is not due to services or goods supplied by a third party, customer or client

2.3.4 there are no signs of excessive wear and tear, water, heat or vandalism

3. PAYMENTS

3.1. The Client agrees:

a) To pay all invoices within 30 days from the date of receipt or less if stated differently on the invoice

b) Payment by exception in the event of query

c) To accept and pay any late payment charges as deemed by the company

3.2. The client will notify the company of any discrepancies on invoices received within 3 days of receipt, discrepancies cannot be submitted after this time period.

3.3 The company reserves the right to charge interest on invoiced amounts unpaid at the rate of 4% above the base rate of the Bank of England from the due date until the date of payment plus an administration fee of £75+VAT at the prevailing rate, each written communication thereafter will be charged at an additional £45, telephone conversations £35.

3.4 In the event of non payment the company reserves the right to withdraw its services with no notice given.

3.5 Invoice queries will still be subject to clause 3.3

3.6 If payments are not settled within 45 days of receipt of invoice the company reserve the right to unwind any work performed and recover any goods supplied, the client and customer agree to give the Company free access to remove the equipment. In this event it shall be the absolute responsibility of the Client to ensure the safety of any remaining electrical systems and the Client will be responsible for any breakage or other damage caused during this action unless the same is caused by the failure to exercise reasonable care and skill by the Company,

3.7 If payments are not made on time the company reserves the right to cancel payment terms at which point all invoices existing and future become due for immediate payment.

3.8 reasonable costs and losses incurred in recovering the above-mentioned fees including debt recovery, legal fees, debt collection costs, unwinding of work and recovery of goods will be charged to the client or customer.

4. CANCELLATION FEE

4.1 Cancellations will be charged at the full purchase order or job value if the engineer is on site or the cancellation notification was not received within 24 hours (excluding weekends and bank holidays) Cancellations must be emailed to cs@mis-uk.co.uk as verbal communication will not be accepted

4.2 Purchase Orders (POs) cannot be cancelled or changed unless agreed by both parties, the company will look at the PO as legally binding document and will act on it accordingly.

5. LIABILITY

5.1. The company shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client or Customer arising from or in any way connected with the Company's actions For the avoidance of doubt, the Company does not exclude liability for death or personal injury arising from its own negligence.

6. LAW

6.1. These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales

THE TERMS AND CONDITIONS SHALL APPLY TO THE PURCHASE ORDER, EMAIL REQUEST GIVEN OR ATTACHED AND ANY SUBSEQUENT CONTRACT BETWEEN US FOR THE SUPPLY OF THE SERVICES. PLEASE READ CAREFULLY AS ACCEPTANCE OF THIS DOCUMENT WITHOUT ANY OBJECTIONS IN WRITING WITHIN SEVEN DAYS OF RECEIPT PRIOR TO ANY WORK OR SUPPLY OF GOODS WILL CONSTITUTE ACCEPTANCE.