

Trading Terms and Conditions

1. These Terms and Conditions apply to all work undertaken and goods sold by the Company of Mediastone Ltd. No variation of them shall be effective unless it is agreed in writing and signed by a Director of the above Company. No one other than a Director has authority to agree a variation of these Terms and Condition.
2. **GENERAL:** Unless otherwise stated, in the specification attached the work shall be carried out.
 - (a) During normal working hours, and if overtime is worked at the request of the customer it shall be paid for as an extra to the contract.
 - (a) Under normal circumstances and if through no fault of Mediastone Ltd. Conditions are not normal, the customer shall pay any additional cost incurred by Mediastone Ltd.
 - (a) With opportunity for continuous work, and through no fault of Mediastone Ltd. this opportunity is at any time denied, the customer shall pay any additional costs incurred by Mediastone Ltd.
 - (a) Mediastone Ltd. shall not be responsible for delay due to lack of instructions by the customer or his agent nor for delay in completion due to strikes, lock outs, fires, accidents or other circumstances over which Mediastone Ltd. have no control. If any such delay involves expense to Mediastone Ltd. the customer shall pay the expense.
 - (a) Adequate facilities shall be provided by the customer for the economical execution of the contract. These shall include access to the site and if required, the free use of a lock up storage area.
 - (a) Unless specifically stated any quotation excludes the following
 - (a) Builders work and making good.
 - (a) Boring of holes through walls to accommodate cables, pipes and ducts.
 - (a) All structural reinforcement required to support and accommodate the proposed plant.
 - (a) The terms material and materials include any goods, the subject of the contract.
3. **ALTERATIONS AND ADDITIONS:** The quotation covers only the terms specifically referred to Positions of points, plant and layout are to be agreed with the customer before the work commences. Subsequent alterations or additions carried out on the instructions of the customer or his agent will if they involve additional expense, be paid for on time and material cost basis, plus on costs, (unless separately quoted for).
4. **UNSPECIFIED ITEMS:** Where the quotation includes a provisional sum for labour or equipment to be provided but not specified. Such provisional sum shall be expended according to the direction of the customer.
5. **INTERIM PAYMENTS, SUSPENSION AND TERMINATION OF CONTRACT:** Mediastone Ltd. reserves the right to require interim payments to be made during the progress of the contract, the balance becoming payable on completion of the contract. If the customer fails to make any payment at the time and in the manner specified by Mediastone Ltd. or becomes insolvent or otherwise subject to bankruptcy laws or, being a company, has receiver appointed or a winding up order made or a resolution for winding up passed, Mediastone Ltd. shall be entitled (without prejudice to any rights or remedies Mediastone Ltd. may have) forthwith to suspend the execution of the contract and/or to treat the contract as terminated and to be paid the amount of any loss caused to Mediastone Ltd. by such suspension and/or termination.
6. **MATERIALS:** The completion of the contract is dependent upon the necessary materials being available, and every endeavour will be made to use the materials specified. In the event of the materials specified not being available Mediastone Ltd. reserves the right, consistent with good practice, to substitute other suitable materials.
7. **PROPERTY AND RISK:** The materials supplied by or on behalf of Mediastone Ltd. (whether unfixed or fixed) shall remain the property of Mediastone Ltd. until all sums payable by the customer under the contract have been received by Mediastone Ltd. in full, but any such materials shall be at the customers risk as soon as delivered to the customer. Upon the occurrence of any of the events referred to previously in these terms and conditions, Mediastone Ltd. shall have power (without prejudice to any other rights or remedies Mediastone Ltd. may have) forthwith to repossess the materials supplied as aforesaid, such power being additional to any power or repossession arising by operation of law or implication otherwise.
8. **AVAILABILITY OF POWER AND WATER:** The contract is undertaken on the strict understanding that the customer shall supply a free electric and water supply to enable Mediastone Ltd. to carry out the contract.
9. **VALUE ADDED TAX:** VAT will be payable on all work done and materials supplied that are not zero rated. It is therefore a condition of this contract that such tax will be paid by the customer as appears to be chargeable at the date of each invoice.
10. **PRICE ADJUSTMENT:** Whilst every endeavour will be made to maintain the price quoted. the quotation is based on material and labour costs prevailing at the date of quotation. The prices quoted will accordingly be subject to variation up or down by any rise and fall in material and labour costs subsequent to the date of quotation unless otherwise stated in the quotation.
11. **CANCELLATION OF ORDERS:** If as a result of the customer cancelling all or part of this transaction, Mediastone Ltd. shall be entitled to have that loss made good by the customer.
12. **WARRANTY:** The installation will comply in all respect to current bye-laws and regulations enforced by the relevant authorities. Mediastone Ltd. shall supply materials that are reasonably fit for their purpose and of merchantable quality and install them with competent workmanship so that the end product shall be fit for the customers purpose in so far as this purpose has been made clear to Mediastone Ltd. and Mediastone Ltd. advice has been sought and acted on. Mediastone Ltd. shall make good at no charge to the customer any defect notified to Mediastone Ltd. within 1 year of completion of the work in the workmanship and/or the materials (if affecting their fitness for purpose). The terms of this contract do not and will not in any way affect the statutory rights of the customer.
13. **HEALTH AND SAFETY:** Whilst every endeavour will be made to maintain the price quoted, the quotation is based on normal working practices and does not include provisions for additional costs which may be incurred through the introduction of special practices necessary to comply with legislation or safety standards in connection with materials present or introduced into the customer premises which may be hazardous to the health and safety of employees unless such requirements are specially drawn to Mediastone Ltd. attention prior to the submission of the quotation. The customer shall pay any additional costs incurred by Mediastone Ltd.
14. **SUB-CONTRACT WORK:** Mediastone Ltd. reserves the right to sub contract any part of the work.
15. **NON PAYMENT OF ACCOUNTS:** All Invoices rendered by Mediastone Limited are payable within 7 days (or 30 days for account holders). If not paid within this period, then interest will be payable on the amount of the invoice, calculated on a daily basis from the 7 days (or 30 days for account holders) after the date of invoice until payment, at a rate of 3% above the base rate Mediastone Limited bank, or 10%, whichever is the higher.
16. The term '**ESTIMATE**' means that the price quoted is approximate and is subject to adjustment on the final account. The term '**QUOTATION**' means a fixed price for 6 MONTHS FROM the date of the quotation but can include extras authorised by the client. Any increases in prices for material or labour bought or used after this 6 month period will be added to the final account.