

## Terms and Conditions – revised November 2023

"We" are Crescent Power Ltd"

"You" are the customer of services.

The following are the terms and conditions that you agree to. We may revise these terms and conditions without notice at any time.

### **1.Acceptance:**

The instruction to proceed with any Contract or Quotation will be taken as acceptance of these terms and conditions by you the Customer.

### **2.Payment Terms:**

Prices quoted are based on the preferred method of payment through BACS transaction, we also accept,

Cash, not accepted

PayPal, which will incur an additional 4% charge to the overall payment

Cheques not accepted

Crescent Power Ltd may request a deposit for any materials or portion of the overall quote/estimate, this is at the discretion of Crescent Power Ltd.

Deposits, if applicable, must be cleared prior to commencing of any work. Also any products installed or supplied remain the property of Crescent Power Ltd until they have been paid for in full so we have to right to remove if payment is not made.

Any Balances must be paid within 30 days from job completion.

### **3.Prices Quoted:**

Price quoted is valid for 30 days from the date printed. Please ask us to reconfirm our prices should you require more time to decide.

**4.Default Payments:** Should an invoice become overdue, interest shall accrue from the date when payment becomes due, daily until the date of payment at the current rate of 8% plus the Bank of England base rate. This will be provided on a new invoice if payments are overdue.

Where the Customer defaults in payment, the Customer shall indemnify Crescent Power Ltd against all costs and disbursements incurred by Crescent Power Ltd in pursuing the debt including all legal costs and any Debt Collection Agency or Solicitor fee's.

Should the Customer remain in default for two consecutive months, Crescent Power Ltd will suspend the Service being provided, or terminate the Supply of goods and Services until payment has been received.

If an account remains overdue after sixty days (two months) then an administration fee of £50.00 shall be levied which shall be added to the outstanding invoice if less than £1000.00 or £80.00 if more than £1000.00, and a new invoice created.

**5.Cancellation:** Any contract with Crescent Power Ltd may be cancelled with no penalty up to 7 Days prior to the goods or service being ordered or the works having been commenced.

On this occurring, if payment has been made in advance Crescent Power Ltd shall repay the Customer in full.

Should the goods have been delivered, or the service have commenced then Crescent Power Ltd may charge reasonable costs in having to cancel the contract, including the costs of collection of the goods and for any expenditure made as a result of entering into the contract including contract administration which is a minimum of £100.00

If you have entered into a contract and then terminated early you will be invoiced for works already completed and charged 50% for any remaining visits either at the required hourly rate including materials or as proportion of the quotation.

#### **6.Defects and Risk:**

Upon the works being completed the Customer shall inspect the works and notify Crescent Power Ltd within 24 hours of any defects, shortage in quantity or failure to comply with the original quotation.

Failure to comply with this requirement may mean that Crescent Power Ltd is not liable for any such defect whether it constitutes a loss or not to the Customer.

The risk for the goods passes to the Customer upon delivery to the specified customer's premises.

This applies regardless of whether Crescent Power Ltd retains ownership or not.

#### **7.Additions:**

Any additional work added and not included in this quotation will be discussed, agreed and charged appropriately.

#### **8.Work Area:**

Given the nature of the work to be carried out, some disruption to the property is likely. However, we aim to leave any area as we found it, this includes clearing up any mess and all care will be taken to avoid damage.

#### **9.Unforeseen Problems:**

Prices on this quotation are based on the work to be undertaken to all go as expected. However, in some situations relating to electrical work and installations we may come across problems and issues that could not be anticipated at the time of quotation and until the work commenced. Not all problems have an impact on the amount of work and cost anticipated and quoted for. However, should a situation arise where this is the case, we will advise you immediately, provide you with a solution(s) and advise you of the impact (if any) on prices quoted. We will only proceed with your agreement.

If our employees cannot attend we will inform you as soon as possible to rearrange however there may be a delay as employee may be sick or materials not available due to supply shortages. Crescent Power Ltd is not liable for any impact to you or progress of other trades whether it constitutes a loss or not to the Customer.

#### **10.Privacy Policy:**

Crescent Power Ltd sometimes uses images/customer's names to promote business on the internet and other mediums. If you prefer us not too, please let Crescent Power Ltd know. If you have any questions regarding these terms, please do not hesitate to discuss it with us.

Your personal information is kept private and safe securely until a time it is no longer required as detailed in the Data Protection Act 1998.

We will not sell or pass on your personal information to others outside of the company unless you request in writing.