



cctv repairs



# Maxey Moverley

## Terms and Conditions

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This document sets out the Terms and Conditions which shall apply to the provision of all repair and refurbishment services undertaken by Maxey Moverley Limited, (in this document referred to as "us", "we" or "our", as appropriate) to customers (in this document referred to as "you" or "your").

### 1. General

A contract with the Terms and Conditions set out below comes into being when an order is placed with us and when we accept that order (whether by starting work or otherwise). These Terms and Conditions shall override any Terms and Conditions which you may propose, unless agreed in writing by our duly authorised signatory before items are received for performance of the services requested.

### 2. Pricing

(a) Pricing shall be as shown in our current price list or as otherwise agreed between us and you before work commences.

(b) The cost of packaging, delivery and VAT is not included in the repair price and will be added to quoted prices.

(c) Items which have not been repaired or which have been repaired under warranty (see clause 4 below) will be returned to you free of all parts and labour charges.

### 3. Payment Terms

(a) Non-credit account customers may pay prior to despatch by credit/debit card, cheque or bank transfer.

(b) Credit account payment terms are strictly 30 days from the end of the month of despatch unless we agree otherwise in writing.

(c) You shall notify us of any invoice or delivery note discrepancy within 7 days of receipt to enable corrective action to be taken as soon as practicable.

(d) If payment is not made within the period provided in paragraph 3(b) then we may retain items subsequently received from you for repair until such time as the account has been settled. If the account has not been settled within 90 days then we reserve the right without further reference to you to sell any items retained under this paragraph in full or part (as the case may be) payment of all sums owing to us and if any balance remains following any such sale then we will pay this to you.

## 4. Warranty

(a) If any item which has been repaired or refurbished by us fails within 90 days of despatch from our premises (or such other period as we may specify in writing prior to undertaking the required work) due to faulty workmanship by us or faulty materials provided by us then we will rectify any such defect at our premises.

(b) If the item has been tampered with before return to us, subjected to misuse, returned for no apparent reason or returned for any reason outside the terms of the original order then the warranty described above shall be void and we shall be entitled to charge our standard repair prices.

(c) Any claim under the warranty for damage in transit must be notified by email to [customerservices@maxeymoverley.com](mailto:customerservices@maxeymoverley.com) within 2 days of receipt otherwise any such claims shall be invalid.

## 5. Repair Process

(a) Items submitted for tests and repairs shall be processed in accordance with our defined repair procedures.

(b) Repaired units shall be submitted to a documented final acceptance test in accordance with our standard procedures before despatch. Where possible this shall include testing in accordance with the manufacturers original specifications.

(c) Wherever possible we will replace components on a like for like basis. Where an exact replacement is not practical, because of the cost or lead times, Maxey Moverley reserves the right to use a commercially available alternative.

## 6. Repair Cycle Time

(a) Unless we agree otherwise with you in writing before your order is placed, we shall use all reasonable endeavours to comply with the repair cycle time which is 10 (ten) working days, subject to spares being available. Repair cycle time is the period from the first working day on which the item is received at our premises until the date of despatch to you.

(b) Items received without an order shall be "quarantined" until details of the order are received from you. Similarly, if you have an outstanding account with us then we may deal with the items in accordance with paragraph 3(d).

(c) If an item has to be held awaiting parts or if paragraph 6(b) applies, you will be notified as soon as reasonably practicable.

(d) If the item you wish to have repaired or refurbished is not covered in our current repair portfolio we will contact you to agree the repair cycle time and price which will apply to that item.

## 7. Return of Non-conforming Items

Where it is not possible to return an item in the condition which conforms with your order, your instructions will be requested. Where the unrepaired item is to be returned to you it shall be identified with a "reject" label and accompanied by a Reject Report stating the reasons for rejection. Clause 2(c) will apply to any such items. Where the item is not to be returned it will be disposed of by us at no cost to you.

## 8. Force Majeure

We shall have no liability to you for any delays in performance or any non-performance of our obligations as a result of causes beyond our control (which for the avoidance of doubt shall include, but not be limited to, acts of God, strikes, lock-outs, non-availability or the extended lead time of parts, etc).

## 9. Limit of Liability

Our liability to you shall be limited to the repair price quoted for each item and in no circumstances shall we be liable to you for loss of data or for loss of profit. No liability or responsibility whatsoever is accepted by us for any third party claims against you in relation to any items on which we have carried out any work PROVIDED THAT this exclusion does not apply to any claim for death or personal injury caused by our negligence.

## 10. Miscellaneous

These Terms and Conditions constitute a complete statement of all Terms and Conditions which shall apply to services provided by us and replace all previous written or oral terms and conditions. These Terms and Conditions may be amended by us from time to time by sending amended Terms and Conditions to you which shall apply to all orders placed after you are deemed to have received the amended Terms and Conditions (which for these purposes shall be deemed to be two days after the date that they are posted to you). No other amendments or variations shall be valid unless signed by our authorised signatory. Failure by either us or you to exercise any rights under these Terms and Conditions shall not constitute a waiver or forfeiture of such rights.

## 11. Law

The construction validity and performance of these Terms and Conditions and any contract incorporating these Terms and Conditions shall be governed by the Laws of England and the English Courts shall have exclusive jurisdiction.