



# Eaton Locksmiths terms and conditions

## 1. OUR CONTRACT WITH YOU

1.1 These are the Terms & Conditions on which we supply locksmith services to you.

1.2 Please ensure that you read these Terms & Conditions carefully as they will become binding on you and us, and a contract will come into existence when you accept an estimate or quote for locksmith services that we provide to you. If you have any questions or if any of these Terms & Conditions are not acceptable to you, please let us know.

## 2. PROVIDING LOCKSMITH SERVICES

2.1 We reserve the right (in our sole and absolute discretion) to refuse to provide locksmith services to you.

2.2 We may request certain information from you prior to commencing the locksmith services (for example, proof of your identity and/or proof that you are entitled to authorise the carrying out of the locksmith services). In the event that you are unable or unwilling to provide such information to us, we may refuse to provide the locksmith services to you. If you are a tenant you will need your landlord's permission to allow us to carry out the work – it is your responsibility to obtain such permission.

2.3 We may use independent contractors to provide the locksmith services to you. Independent contractors have no authority to incur liability on behalf of, or to act as an agent for us.

2.4 We will make every effort to complete the locksmith services within a reasonable period of time. However, the timing will depend on the nature and extent of the locksmith services required. We shall not be liable for (i) delays caused by; or (ii)



## Eaton Locksmiths terms and conditions

failure to meet any of our obligations under this contract because of events or circumstances outside our control.

2.5 We may request certain information from you at the time you contact us regarding the nature of the locksmith services you require in order for us to provide you with an estimate or quote. However, if you do/did not provide us with complete and correct information, the locksmith services may take longer to complete and we may need to charge you additional sums to cover any extra labour or materials that are required.

2.6 We will not be liable for any losses, damages, liabilities, charges or expenses caused to you or anyone else resulting from our delay in arrival or non-attendance in connection with the performance of the services.

### 3. PROBLEM WITH SERVICES

3.1 We guarantee all our work for a period of 12 months following completion of our work, however our guarantee shall not apply in the event any damage or fault is caused by (i) your or any other person's misuse or neglect or (ii) fair wear and tear. In accordance with (i) and (ii) in the unlikely event that there is any defect with the locksmith services please (a) contact us and tell us as soon as reasonably possible; (b) please give us a reasonable opportunity to repair or fix any defect and (c) we will make every effort to repair or fix the defect as soon as reasonably practicable.

3.2 As a consumer, you have legal rights in relation to locksmith services not carried out with reasonable skill and care, or if the materials we use are faulty or not as described. Nothing in these Terms & Conditions will affect these legal rights.

### 4. PRICE AND PAYMENT

4.1 Any VAT amount will be shown in the box under 'Total'.



## Eaton Locksmiths terms and conditions

4.2 The price of locksmith services will include labour and any materials used in connection with the provision of the locksmith services (for example, locks and keys).

4.3 Once we have commenced our work, no discussions or correspondence will be entered into with you or anyone else regarding the amount of the price agreed or payable for our locksmith services.

4.4 Domestic customers: We will require you to pay our invoice, and sign a copy thereof, immediately upon completion of the locksmith services. If you do not make payment to us in full immediately upon completion of the locksmith services, we may charge interest to you on the amount due to us at the rate of 3% a year above the base lending rate of the Bank of England. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

4.5 Commercial Customers: We will require you to sign a copy of our invoice immediately upon completion of the locksmith services, and make payment in respect thereof within 30 days of the date of the invoice. If you do not make payment to us in full within such 30 day period, we may charge interest to you on the amount due to us at the rate of three percent per annum, a year above the base lending rate of the Bank of England. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

4.6 An administration charge of £10 is payable in respect of each cheque we present for payment that is not honoured by your bank.

4.7 Any estimate or quote which we provide you either in writing or orally shall be capable of amendment by us in the event (i) that we determine that additional labour



## Eaton Locksmiths terms and conditions

time and/or materials are required in order to complete the locksmith services which were not anticipated by us at the time the original estimate was provided to you or (ii) of a manifest error in respect of the original estimate.

### 5. OUR LIABILITY TO YOU

5.1 We are responsible for loss or damage you suffer that is a direct and foreseeable result of our negligence in the performance of our locksmith services, but we are not responsible for any other loss or damage.

5.2 If we are providing locksmith services in your property, we will make good any damage to your property caused by our negligence in the course of installation or performance. However, provided we have not been negligent, any redecoration or repair of damage that may be required following completion of our services will be your responsibility. Furthermore, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover in the course of installation and/or performance by us.

5.3 We do not exclude or limit in any way our liability for: (a) death or personal injury caused by our negligence or the negligence of our employees, agents or contractors; (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); (d) breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and (e) defective products under the Consumer Protection Act, 1987.

### 6. YOUR CANCELLATION RIGHTS

6.1 Before we begin to provide the locksmith services, you have the right to cancel your request for the locksmith services, provided that if we have arrived at the



## Eaton Locksmiths terms and conditions

location at which you requested the locksmith services be performed, we shall be entitled to charge you, and you shall be obliged to pay a call-out fee of £65.

6.2 Once we have begun to provide the locksmith services, you may cancel the contract for the locksmith services at any time, provided that you shall remain liable for the full amount of the price set out on our invoice, except in the event that you wish to cancel the contract as a result of a material breach of these Terms & Conditions by us.

7. INFORMATION We are sole trader company in England and Wales. Operating address is 24 Beechfield, Moulton Northwich Cheshire CW9 8PF.

8. OTHER IMPORTANT TERMS 8.1 Each of the paragraphs of these Terms & Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect. 8.2 These Terms & Conditions are governed by English law. Both ourselves and yourselves both agree to submit to the non-exclusive jurisdiction of the English courts.