

BJH Contracts UK Ltd Terms & Conditions

Updated on 08/07/2021

Reviewed by: Stacey Holleron



Application and entire agreement

1. These terms and conditions apply to the provision of the services detailed in our quotation (Services) by BJH CONTRACTS UK LTD. A company registered in England and Wales under number 11922061 whose registered address is at Unit 9 Strawberry Lane Industrial Estate, Strawberry Lane, Willenhall WV13 3RS (we or us or Service provider) to the person buying the services (you or customer).
2. You are deemed to have accepted these Terms and Conditions when you accept our quotation and/or purchase order or from the date of any performance of the Services (whichever happens earlier) and these Terms and Conditions and our quotation and/or purchase order (the contract) are the entire agreement between us.
3. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These Conditions apply to the contract to the exclusion of any other terms that you try to impose or incorporate, or which by trade, custom, practice or course of dealing.

Interpretation

4. A 'business 'day' means any day other than a Saturday, Sunday or bank holiday in England and Wales.
5. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
6. Words imparting the singular number shall include the plural and vice-versa.

Services

7. We warrant that we will use reasonable care and skill in our performance of the services which will comply with the quotation, including any specification in all material respects. We can make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.
8. We will use reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the quotation; however, time shall not be of the essence in the performance of our obligations.
9. All of these Terms and Conditions apply to the supply of any goods, as well as services unless we specify otherwise.

Your obligations

10. You must obtain any permissions, consents, licenses or otherwise that we need and must give us with access to any and all relevant information, materials, properties and any other matters which we need to provide the Services.
11. If you do not comply with clause 10, we can terminate the Services.
12. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section (Your Obligations).

Fees

13. The Fees (Fees) for the Services are set out in the Quotation and are on a time and materials basis.
14. In addition to the Fees, we can recover from you a) reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, b) the cost of Services provided by third parties and required by us for the performance of the Services, and c) the cost of any materials required for the provision of the Services.
15. You must pay for any additional Services provided by us that are not specified in the quotation in accordance with our then current applicable daily rate in effect at the time of performance or such other rate as may be agreed between us. The provision of clause 14 also apply to these additional services.
16. We reserve the right to request an upfront payment to commence works, or staged payments dependant on the value of works to be carried out and the Customers overall credit rating. This is to the discretion of the Company (BJH CONTRACTS UK LTD).
17. We may also request deposits for bespoke items up to 50% of the total value.
18. We reserve the right to offer a pro-former payment basis only, should this be deemed necessary by the Company. Failure to pay for the service as per request will result in termination of agreement. This will be advised prior to commencement of works.
19. The fees are exclusive of any applicable VAT and other taxes or levies which are imposed or charges by any competent authority.

Cancellation and Amendment

20. We can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the services have not started, within a period of **14 days** from the date of the quotation (unless the quotation has been withdrawn).
21. There may be circumstances beyond our control which may result in increased raw material prices, which will be reviewed at placement of order.
22. Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.
23. We require a Purchase order for each quotation accepted. Without a Purchase order, works will not commence.
24. If you want to amend any detail of the Services you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to you.
25. If, due to circumstances beyond our control, including those set out in the clause below (Circumstances beyond a party's control), we have to make any change in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.

Payment

26. We will invoice you for payment of the Fees either:
 - a) When we have completed the Services; or
 - b) On the invoice dates set out in the Quotation or payment schedule
27. You must pay the Fees due in accordance with any credit terms stated on the invoice issued.

28. Our standard terms of payment are 30 days nett. However, we reserve the right to request earlier settlement to our discretion.
29. Time for payment shall be of the essence of the Contract.
30. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we reserve the right to charge you interest at the rate of 2.5% of the invoice value per day of monies falling overdue, until payment is made in full.
31. All payments due under these Terms and Conditions must be made in full, without any deduction or withholding except as required by Law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
32. All invoice queries must be raised within 7 days of invoice date.
33. Any queries raised after 7 days will not be considered and the full invoice value will be sought.
34. If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future Services which have been ordered, or otherwise arrange with you.
35. Receipts for all payments will be issued by us only at your request.
36. All payments must be made in British Pounds, unless otherwise agreed in writing between us.

Invoicing

37. Sales invoices issued to BJH Contracts UK must be on your company letter head with all relevant company details. Failure to provide all details required may result in delayed payment.
38. Sales invoices issued to BJH Contracts UK will be paid on a 30 day's nett basis, unless agreed otherwise in writing by Senior Management. Invoices required for payment in 14 days or less must be agreed with Senior management prior to work commencement. Any invoices with lack of terms will be automatically processed on 30 days nett payment.
39. Back dated invoices will not be accepted under any circumstances.

Sub-contracting and assignment

40. We can at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under these Terms and Conditions and can subcontract or delegate in any manner any or all of our obligations to any third party.
41. You must not, without our prior written consent, assign, transfer, change, sub-contract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.
42. If a price contract is in place prior to works commencing, these prices cannot be amended or additional items/prices added without a purchase order being issued. We reserve the right to withhold payment for additional values that have not been authorised by a purchase order, or written prior agreement from management. If you require an additional purchase order, due to an adjustment in value, this can be requested at accounts@bjhcontractsuk.co.uk
43. Any deliveries must be advised to the office in writing, if a BJH representative is not present. Any goods signed for on behalf of BJH, without notification will fall liable to the signatory. Deliveries can be notified to the office at accounts@bjhcontractsuk.co.uk.

Termination

44. We can terminate the provision of the Services immediately, if you:

- a) Commit a material breach of your obligations under these Terms and Conditions; or
- b) Fail to pay any amount due under the Contract on the due date for payment; or
- c) Are, or become or, in our reasonable opinion, are about to become the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
- d) Enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
- e) Convene any meeting of your Creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your Directors or by a qualifying floating charge holder (as defined in Para.14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

Intellectual Property

45. We reserve all copyright and any other intellectual property rights, which may subsist in any goods supplied in connection with the provision of the Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

Liabilities and Indemnity

46. Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this section.
47. The total amount of our liability is limited to the total amount of Fees payable by you under the Contract (Quotation).
48. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the services or the performance of any of our other obligations under these Terms and Conditions or the quotation for;
- a) Any indirect, special or consequential loss, damage, costs or expenses : or
 - b) Any loss of profits, loss of anticipated profits, loss of business, loss of date, loss of reputation or goodwill, business interruption, or other third party claims; or
 - c) Any failure to perform any of our obligations if such delay or failure is due to any cause beyond our control; or
 - d) Any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
 - e) Any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.

49. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.
50. Should equipment be used without our authorisation, charges can be issued to person(s) in breach of this agreement. Any damages or charges incurred due to misuse will be chargeable.
51. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for other matters for which would be unlawful to exclude or limit liability.

Data Protection

52. When supplying the Services to the Customer, the Service provider may gain access to and/or acquire the ability to transfer, store or process personal data of the Company in receipt of the Services or employees of the Customer/Company.
53. The parties agree that where such processing of personal data takes place, the Customer shall be the 'data controller' and the Service Provider shall be the 'data processor' as defined in the General Data Protection Regulation (GDPR) as may be amended and/or re-enacted from time to time.
54. For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.
55. The Service Provider shall only process personal data to the extent reasonably required to enable it to supply the Services as mentioned in these Terms and Conditions or as requested by and agreed with the Customer, shall not retain any personal data longer than necessary for the processing and refrain from processing any personal data for its own or any third parties purposes.
56. The Service provider shall not disclose personal data to any third parties other than employees, Directors, agents, sub-contractors or advisors on a strict 'need to know' basis and only under the same (or more extensive) conditions as set out in these Terms and Conditions or to the extent required by applicable legislation and/or regulations.
57. The Service provider shall implement and maintain technical and organisational security measures as are required to protect personal data processed by the Service provider on behalf of the Customer.
58. Further information about the Service Provider's approach to data protection are specified in its Data protection policy, which can be obtained via request at accounts@bjhcontractsuk.co.uk You may also send any enquiries or complaints regarding data privacy to this email address.

Circumstances beyond a party's control

59. Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to; industrial action, civil unrest, fire, flood, storms, earthquakes, acts or terrorism, acts of war, governmental action or any other event that is beyond control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.

Communications

60. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
61. Notices shall be deemed to have been duly given:

- a) When delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient.
- b) When sent, if transmitted by fax or email to an email address that is operated by the company to whom it is issued
- c) When an email is sent and or responded to with these terms and conditions available in the signature section of the employee whom sent the email
- d) On the fifth business day following mailing, if mailed by national, ordinary mail; or
- e) On the tenth business day following mailing, if mailed by airmail.

62. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number to the other party.

Insurances

63. All insurances and accreditation can, and will be provided upon request. Company information can also be provided upon request. All relevant information, inclusive of legally required information must be provided to us upon request to avoid delay with commencement of the Services. We reserve the right to delay the commencement of the Services, if adequate information has not been provided within reasonable time of request.

No Waiver

64. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

Severance

65. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that or those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

Law and Jurisdiction

66. This agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh Courts.