

GO MAINTENANCE LTD - ACCOUNT APPLICATION

Thankyou for choosing to do business with us. To help us to open your account quickly please provide the following details:

<i>Company Name</i>	
<i>Contact Name</i>	
<i>Job Title</i>	
<i>Contact email</i>	
<i>Contact Telephone</i>	
<i>Contact Address</i>	
<i>Company status (sole trader/partnership/Limited)</i>	
<i>Company Registration no. (if Ltd)</i>	
<i>Company Registered Address (if different from contact address)</i>	
<i>VAT registration no.</i>	

I wish to apply for a credit account, and agree to be bound by the standard Terms and Conditions of Sale, and specifically acknowledge the terms concerning payment of invoices and the period of credit available.

Signed: _____ Position: _____ Date: _____

Please complete this form fully, and return to:

Go Maintenance Ltd, The Beaumont Enterprise Centre, Boston Road, Leicester LE4 1HB **By**
Fax: 0116 235 1844

Go Maintenance Limited Terms and Conditions of Business

1. **Name of supplier**
 - 1.1. Go Maintenance Limited whose registered office is 22 De Montfort Street Leicester ('we' or 'us' in these terms and conditions) shall be supplying the services and/or goods to you.
2. **What is to be provided to you by us**
 - 2.1. We have agreed that we will carry out property maintenance for you and your clients in accordance with our quotation provided to you or if less than £200 worth of work at our hourly rate as notified to you from time to time.
3. **Price and Payment.**
 - 3.1. The price for the work carried out will be a labour charge in accordance with our hourly published rates together with the cost of all items supplied in relation to the maintenance carried out. If you are making payment by cheque then payment should be from a UK bank, with the cheque being made out to Go Maintenance Limited and crossed 'A/C payee only'.
 - 3.2. If we have provided you with a quotation then the price will be held for 28 days from the date of the quotation. If not accepted within 28 days then we reserve the right to revise the costs and will not be bound by the quotation.
 - 3.3. Any quotation provided to you will be given based on our assessment of the situation from our inspection. In the event that there are hidden issues or defects that only become apparent once we commence the work then we are entitled to modify the quotation. We will immediately notify you of the extent of any additional work and the cost thereof.
4. **When payment is to be made**
 - 4.1. You will need to make payment before we carry out the work unless you have an account with us. If you have an account with us then you will have to pay our invoice within 30 days of the date of the invoice. Please note that we will not be able to perform any further services until we have received payment (and this means that where you have paid by cheque or by credit or debit card, the funds have reached our bank account).
 - 4.2. If payment is not received within 30 days of the invoice being raised we shall be entitled (without prejudice to any other right or remedy) to charge interest on the outstanding amount at a rate of 8% per annum above the Bank of England Base rate on the date the invoice was raised for the period from the date the invoice was raised to payment, accruing daily.
5. **When the goods and/or services will be supplied**
 - 5.1. We aim to complete the work on time, but it is not always possible to do so, for example where delay is caused by weather conditions or circumstances which are outside our control. If this situation occurs our aim is to complete the work as soon as we reasonably can. Time is not of the essence of this agreement.
 - 5.2. We will provide you with an appointment time when we will carry out the work. In the event that we are prevented from gaining access to carry out the work through failure on the part of you or your clients tenants or agents then you will be liable for an abortive call out charge of not less than one hour. Where the work involved would have taken us more than an hour and we are unable to reschedule our workforce to other activities then we reserve the right to charge for the equivalent time by way of abortive charge.
6. **Cancellation rights**
 - 6.1. If we have provided you with a quotation then you can cancel this contract by giving not less than seven days notice prior to the commencement of the contract by us. Please note that you cannot cancel the contract once we have started to perform the service, or where you have agreed to us starting to perform the services before the end of the seven days.
 - 6.2. To cancel the contract you will need to send a letter to us. You can send the letter by post, email or facsimile or by personal delivery. Contact details for where to send the letter are set out in Paragraph below. If you cancel the contract orally, you will need to confirm the oral cancellation in writing and send it to us by one of the means just specified.
7. **Contact details**
 - 7.1. Our address is The Beaumont Enterprise Centre, Boston Road, Leicester LE4 1HB
 - 7.2. *Complaints or comments.* If you have any complaints about the goods or services or any aspect of the way we have dealt with your order please contact us either by writing to the address given in Paragraph 7.1, by email to operations@gomaintenance.co.uk or by telephone 0116 234 1222
 - 7.3. *Cancellation.* If you wish to cancel the contract, letters or other communications should be addressed to *Go Maintenance Ltd* either by writing to the address given in the Paragraph 7.1 by email to operations@gomaintenance.co.uk or by telephone 0116 251 8767
8. **Alternative goods or services**
 - 8.1. From time to time it may not be possible to supply the services or items that you have ordered. If this occurs, we will provide substitute items or services of an equivalent quality and price to those we are unable to provide.
9. **Ownership of goods**
 - 9.1. We shall own any goods we supply to you until we have received payment in full from you, even though the goods may have been already delivered to you. Where you have paid by cheque or credit or debit card, 'payment in full' means that the funds have reached our bank account.
10. **Limitation of liability**

for goods:

 - 10.1. If the goods we supply are not what you ordered or are damaged or defective or the supply is of an incorrect quantity, we shall have no liability to you unless you notify us in writing at our contact address of the problem within 10 working days of the supply of the goods in question.
 - 10.2. If you notify a problem to us under this condition, our only obligation will be, at your option:
 - 10.2.1. to make good any shortage or non-delivery;
 - 10.2.2. to replace or repair any goods that are damaged or defective; or
 - 10.2.3. to refund to you the amount paid by you for the goods in question in whatever way we choose.
 - 10.2.4. Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem you notify to us under this condition and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the goods in question under clause 10.2.3 above
 - 10.3. Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

for services:

 - 10.4. We aim to carry out the services with reasonable care and skill. If any part of the services is performed negligently or in breach of the provisions of this agreement then, on your request, we will re-perform the relevant part of the services. We will not be liable to re-perform any part of the services which we have performed negligently or in breach of this contract unless you notify us in writing to our contact address.
 - 10.5. Except in the case of death or personal injury caused by our negligence, our liability under or in connection with this contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever shall not exceed the price you have paid us.
 - 10.6. Except to the extent permitted by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any negligence or breach of the contract on our part and we shall have no liability to pay any money to you by way of compensation other than to refund to you the price you have paid to us.
11. **Entire agreement**
 - 11.1. These terms and conditions set out the whole of our agreement relating to the supply of the goods and/or services to you by us. Nothing said by any salesperson, agent, employee, director or other representative on our behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods offered for sale by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.
12. **Invalidity**
 - 12.1. If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.
13. **Law and jurisdiction**
 - 13.1. The validity, construction and performance of this contract shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which you and we submit.
14. **Third parties**
 - 14.1. For the purposes of the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any other provision of this contract this is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.
 - 14.2. In cases where you contract with us on behalf of a third party as their agent we are entitled to assume that you have authority to bind your principal.
 - 14.3. If you contract with us as agent then you will be liable to us for payment notwithstanding the fact that your principal may not have paid you.

