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## INVOICE TERMS AND CONDITIONS

### 1. Application

• These Terms and Conditions shall apply to the provision of the services detailed overleaf (“Services”) by HK Engineering t/a Total QSR [a company registered in England and Wales under number 14548676 whose registered office is at Crown Chambers 7 Market Place Melksham SN12 6ES (“Supplier”) to you (“Client”) and to the payment of this invoice. No other terms and conditions shall apply to the provision of Services or to this invoice unless agreed upon in writing between the Supplier and the Client.

• 1.2 The essence of these Terms and Conditions remains the same as those included with the Supplier’s quotation. The tense has been altered to reflect the inclusion of these Terms and Conditions in an invoice.

### 2. Interpretation

• 2.1 A “business day” means any day other than a Saturday, Sunday or bank holiday.

• 2.2 The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

• 2.3 Words imparting the singular number shall include the plural and vice versa.

### 3. Fees

• 3.1 The fees (“Fees”) for the Services are set out in the quotation and confirmed in this invoice.

• 3.2 In addition to the Fees, the Supplier is entitled to recover from the Client reasonable incidental expenses for materials or parts used and for third party goods and / or services supplied in connection with the



01225 791848  
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operations@totalqsr.co.uk  
[www.hkengineeringltd.co.uk](http://www.hkengineeringltd.co.uk)



Company no: 14548676 VAT no: 431180925



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Services. Any such expenses are included in this invoice.

- 3.3 The Client has agreed to pay the Supplier for any additional services provided by the Supplier that are not specified in the quotation in accordance with the Supplier's current, applicable hourly or daily rate in effect at the time of performance or such other rate as may be agreed between the Supplier and the Client. Any such additional services so rendered are detailed and charged for in this invoice.
- 3.4 The Fees are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

#### 4. Quotation and Contract

- 4.1 The quotation constitutes written acceptance and confirmation by the Supplier of the Client's order for the Services (as agreed between the Supplier and the Client).
- 4.2 The quotation is a contractual offer to provide the Services which the Client has accepted. The Supplier and the Client have entered into a contract for the provision of the Services.
- 4.3 Divisibility Clause This Contract is divisible. Each delivery made hereunder: Shall be deemed to arise from a separate contract and shall be invoiced separately and any invoice for a delivery Shall be payable in full in accordance with the terms of payment provided for herein without reference to and notwithstanding any defect or default in the delivery of any other instalment.

HK Engineering Ltd t/a Total QSR, Crown Chambers, 7 Market Place, Melksham, Wiltshire, SN12 6ES

Phone: 01225 791848 Email: [operations@totalqsr.co.uk](mailto:operations@totalqsr.co.uk)

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## 5. Payment

- 5.1 The Client shall pay the Fees due under this invoice within 30 days of the date of this invoice or otherwise in accordance with any credit terms agreed between the Supplier and the Client.
- 5.2 Time for payment is of the essence of the contract between the Supplier and the Client.
- 5.3 If the Client fails to make payment within the period in sub-Clause 5.1, the Supplier shall charge the Client interest at the rate of up to 8% per annum above the Bank of England base rate from time to time on the amount outstanding until payment is received in full. In addition to this we will charge a fixed sum for the cost of recovering the late payment: -
- 5.4 If the Client fails to make payment within the period in sub-Clause 5.1, the Supplier shall have the right to suspend the provision of the Services (where the provision of the Services is ongoing) until payment is received in full.
- 5.5 Receipts for payment will be issued by the Supplier only at the Client's request.
- 5.6 All payments must be made in Pounds Sterling (£) unless otherwise agreed in writing between the Supplier and the Client.
- 5.7 All Parts/equipment remains the property of HK Engineering Ltd t/a Total QSR until full payment has been received, we reserve the right to remove these should the invoice not be paid in full. If you have a valid reason for non-payment of an invoice please contact us immediately, any Invoice rejections incur an admin fee applicable on all quoted works and second rejection of reactive invoices, charged at £25.00. This is subject to review annually.

All payments made too: Bank: Royal Bank of Scotland Account Name: eCapital Commercial Finance Limited Account number: 24235508 Sort Code: 15-10-00 ref: HKE001

## 6. Liability and Indemnity

- 6.1 If the Supplier fails (or has failed) to perform the Services with reasonable care and skill it shall carry out all required remedial action at no additional cost to the Client.



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• 6.2 The Supplier shall not be liable to the Client or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations if such delay or failure is due to any cause beyond the Supplier's reasonable control.

• 6.3 The Client shall indemnify the Supplier against all damages, costs, claims and expenses suffered by the Supplier arising from any loss or damage to any equipment (including that belonging to third parties) caused by the Client.

7. Force Majeure Neither party shall be liable for any failure nor is delay in performing their obligations where such failure or delay results from any cause that beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

## 8. Communications

• 8.1 All notices under these Terms and Conditions shall be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

• 8.2 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 and a successful transmission report or return receipt is generated; (c) on the fifth business day following mailing, if mailed by national ordinary mail; or (d) on the tenth business day following mailing, if mailed by airmail.

• 8.3 All notices under these Terms and Conditions shall be addressed to the most recent address, email address or fax number notified to the other party.

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## 9. No Waiver



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• 9.1 No waiver by the Supplier of any breach of these Terms and Conditions by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.

• 9.2 No failure or delay on the part of either the Supplier or the Client to exercise any right, power or privilege under these Terms and Conditions shall operate as a waiver of, nor shall any single or partial exercise of any such right, power or privilege preclude, any other or further exercise of any other right, power or privilege.

10. Severance In the event that one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which shall remain valid and enforceable).

11. Consumer Rights Nothing in these Terms and Conditions shall affect the Client's statutory rights as a consumer.

## 12. Law and Jurisdiction

• 12.1 These Terms and Conditions (including any non-contractual matters and obligations arising there from or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

• 12.2 Any dispute, controversy, proceedings or claim between the Seller and the Buyer relating to these Terms and Conditions (including any noncontractual matters and obligations arising there from or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.



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