

TERMS AND CONDITIONS

1. These terms and conditions apply to all work undertaken by Behar Profex, division of Moth Shield Limited, ("The Company"), unless and to the extent varied in writing between the parties, and shall prevail over any written or verbal terms and conditions communicated by the customer to the company.
2. All work undertaken is based upon The Company's current price list which is subject to variation on not less than seven (7) days notice. Any estimate provided is an approximate cost only of treatment.
3. The Company shall notify the customer upon completion of the treatment whereupon the customer shall arrange to collect the goods or delivery terms shall be agreed between the parties. Any goods which remain undelivered or uncollected shall be stored by The Company at the customers cost for a period of three (3) months from the date The Company notifies the customer that the treatment is completed, thereafter the goods shall be treated as abandoned and without prejudice to any other right or remedy available to The Company. The Company may dispose of such goods without further notice. The Company shall not be liable for any deterioration in the goods resulting from or arising during storage.
4. The Company shall notify the customer upon completion of the treatment whereupon the customer shall arrange to collect the goods or delivery terms shall be agreed between the parties. Any goods which remain undelivered or uncollected after 14 days of notification of completion of the work, will without further notice, incur a charge for the additional handling relating to opening, examining and repackaging of goods remaining in our care at a rate of £50 per week with a minimum additional charge of £50. Where additional handling costs have been incurred, all outstanding invoices become payable prior to delivery.
5. After 14 days of notification of completion of work, goods left here are not covered by our insurers and are therefore left at owner's risk.
6. Any goods remaining undelivered or uncollected for a period of three (3) months from the date The Company notifies the customer that the treatment is completed, thereafter the goods shall be treated as abandoned and without prejudice to any other right or remedy available to The Company. The Company may dispose of such goods without further notice. The Company shall not be liable for any deterioration in the goods resulting from or arising during extended storage.
7. The customer shall pay to The Company the cost of the treatment process in full within fourteen (14) days of the date of The Company's invoice and The Company shall be entitled to charge the customer interest, both before and after judgement, on any unpaid amount at the rate of 4% above the base rate of Barclays Bank PLC from time to time, compounded monthly, until payment in full is made.
8. In addition to any right of lien conferred by statute or common law, The Company shall be entitled to a general lien on all goods of the customer in it's possession for the outstanding cost of treatment to those or any other goods treated for that customer by The Company.
9. The Company cannot guarantee that its treatment will remove all stains and that the soiled areas will be completely cleaned.
10. The customer is advised that the process may expose or exaggerate hidden or latent defects in, and previous repairs to, the goods and all treatments are undertaken by The Company at the customer's sole risk.
- 10a. Clients must satisfy themselves that the processing is suitable and satisfactory for their requirements.
11. The company does not accept any responsibility for damage to the customers goods howsoever caused, save to the extent that such damage is caused by The Company's negligence and is notified in writing of the claim within ten (10) days of the delivery of the collection of the goods, in which event The Company's liability of the goods, which value shall be detained by The Company upon deposit.
12. Any delivery time or date provided by The Company is an estimate only and The Company shall not be liable for any loss whether arising directly or indirectly out of any delay in delivery.
13. All goods are accepted subject to existing wear and tear and to such other damage howsoever caused to be ascertained by The Company on factory inspection prior to work commencement. Responsibility is not accepted for pre-existing defects.
14. Please note that while every care and attention is taken all goods are accepted on owner's risk only. Please notify your insurance company accordingly.
15. If, in the opinion of The Company, it is impractical to carry out treatment or further treatment to the customer's goods, The Company will notify the customer that the goods are available for collection of delivery upon the terms agreed between the parties and the customer shall be liable to pay for any treatment carried out to the date of collection or delivery.
16. Chemical processing is undertaken on owner's risk only. Customers must satisfy themselves that the chemical process requested is suitable for the item/s. Damage claims resulting from chemical processing therefore will not be entertained.
17. Overdue accounts will be dealt with as follows:-
 - 17.1 The client will be advised that the payment of their account is overdue therefore further work on that order is suspended until the account has been fully brought up to date.
 - 17.2 If full payment to clear the monthly statement is not received ten (10) days from the statement posting, all work for that client will be frozen and put to the back of the queue until payment has been cleared. **UNDER NO CIRCUMSTANCES WILL WORK FOR THE CLIENTS WHO HAVE NOT KEPT THEIR ACCOUNT UP TO DATE BE CONTINUED.**
 - 17.3 If accounts are still staggering beyond the twenty one (21) days from the statement posting then a letter will be sent with the headline **'NOTICE OF IMPENDING PROCEEDINGS'** plus a section noting 'We reserve the right (as noted by our Terms and Conditions of Trading) to charge interest on overdue accounts'. The letter will note the amounts outstanding and invoice numbers.
18. These conditions shall be read and construed in accordance with English law.