

## **TERMS AND CONDITIONS OF BUSINESS (SUPPLY OF GOODS AND SERVICES)**

### **1. General**

- 1.1 Any terms or conditions sought to be imposed by either party shall not be incorporated into the Contract and shall have no effect unless agreed to in writing by the other party.  
1.2 We may, as your agent, directly or through an intermediary ask another contractor ("Third Party Contractor") to carry out some or all of any work which you instruct us to carry out for you. We shall pay the reasonable charges of Third Party Contractors on your behalf and recharge them to you with our own fees. We will ensure that the Third Party Contractor fees which are recharged to you are in line with the fees we will have quoted to you, had we done the work ourselves. We will take all reasonable care in selecting and instructing a Third Party Contractor.

### **2. Prices**

- 2.1 The price for the supply of goods and services are set out in our quotation. We shall invoice you on completion of work. Invoiced amounts shall be due and payable once the services and goods have been delivered/installed.  
2.2 On contracts with duration of more than 4 weeks, interim invoices may be raised at the end of each calendar month and payment in full, without any deduction for retention, must be made within 30 days of the date of the interim invoice.  
2.3 We shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 1.5% per annum above the base rate of the Bank of England.  
2.4 The price of the goods and services is exclusive of Value Added Tax which shall be charged at the rate prevailing at the relevant tax point.

### **3. Risk**

- 3.1 As soon as we have delivered the goods or services, you will be responsible for them and we will not be liable for their loss or destruction. Therefore, you would need to take necessary steps to insure the items.

### **4. Ownership of the Goods**

- 4.1 You will only own the goods once we have received cleared payment in full.

### **5. Delivery**

- We cannot accept any liability for any loss or damage to the goods once they have been delivered and installed in accordance with your instructions (unless this is caused by our negligence). We will aim to carry out the work by the date quoted but delivery times are not guaranteed. If work is delayed due to any cause beyond our reasonable control, the date will be extended by a reasonable period and we will contact you to arrange an alternative time.

### **6. Performance**

- 6.1 We will supply and install the items within a reasonable time.  
6.2 If in our opinion it is not reasonably practicable for any reason to carry out any of the work we are instructed to carry out, we shall be entitled to refrain from carrying out or completing such work and will consult with you as to what if any work is to be undertaken. We will, if requested by you, provide a written explanation as to why any work is not considered to be reasonably practicable.  
6.3 If the cost to us of carrying out the work is subsequently increased by reason of increases in the cost materials and/or labour and/or any other factor outside our control, then we shall notify you before undertaking any work to which the increase will apply. If you require us to discontinue the work, you shall only be required to pay us for the work already carried out.

### **7. Payment**

- 7.1 Unless the Agreement provides otherwise, the price for the goods and/or services shall be payable no later than 14 days from the date of the relevant invoice. The time stipulated for payment shall be of the essence of the Agreement. Failure to pay within the period specified shall entitle us to write to you upon the expiration of seven days notice, to charge you for costs and expenses incurred in recovering late payments, and to charge interest at the rate then in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as at the due date.

### **8. Warranty**

- 8.1 We warrant that as from the date of delivery for a period of 12 months the supply of goods and all their component parts, where applicable, are free from any defects in design, workmanship, construction or materials. Any additional warranties described in the specification document are manufacturers warranty only. We do not offer any warranty on materials that we have not supplied. We do not accept liability for damage caused by materials not supplied by us.  
8.2 We warrant that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

### **9. Invalidity**

- 9.1 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.

### **10. Liability**

- 10.1 Except for death or personal injury caused by our negligent acts or omissions we shall only be liable for any loss or damage which is a reasonably foreseeable consequence of a breach of this Agreement.  
10.2 You will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred by us as a result of your breach or default in the discharge of your obligations.  
10.3 Where we need to carry out work on your premises and/or install equipment, we will not accept liability for the cost of repairing or replacing parts of your existing system which occurs due to faults in your system unless we have been negligent in not realising that such damage may occur or in the way we did the work.  
10.4 In the event of our losing or damaging your goods, we will pay for the reasonable costs of the repair or replacement (less wear or tear) of the item or provide you with a full refund if we have been negligent.  
10.5 Nothing in this Agreement shall exclude or limit the Company's liability for death or personal injury resulting from the Company's negligence or that of its employees, agents or sub-contractors.

### **11. Governing Law and Jurisdiction**

- 11.1 Parties to this Agreement agree to submit to the exclusive jurisdiction of the courts of England and Wales.

### **12. Entire Agreement**

- 12.1 This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

### **13. Third Party Rights**

- 13.1 Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

### **14. Customer Services**

- 14.1 To protect your own interests please read the conditions carefully before signing them. If you are uncertain as to your rights under them or you want any explanation about them please write or telephone to our customer queries department, at the address and telephone number set out above.  
14.2 If you are unhappy with any aspect of our service, please contact us in writing. Any complaints will be dealt with sympathetically and we will work with you to reach a satisfactory conclusion.

### **15. Changes to Terms and Conditions of Business**

- 15.1 We reserve the right to make minor changes to this Agreement from time to time. Any major changes will only be made with your agreement.

### **16. Data Protection**

- 16.1 You consent to the computer storage and processing of your personal data by us in connection with this Agreement and to the transmission of this data across the company and its business partners for the purposes of our legitimate interests including statistical analysis, marketing of our services and credit control. If you breach this Agreement, your personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures.