

**TERMS AND CONDITIONS OF BUSINESS**

**SELECTRICAL (BANGOR) LIMITED (Co No 06914201)**

The Customer's attention is particularly drawn to the provisions of clause 6.

**1. INTERPRETATION**

1.1 Definitions. In these Conditions, the following definitions apply:

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Charges:** the charges payable by the Customer for the supply of the Services in accordance with clause 5.

**Commencement Date:** has the meaning set out in clause 2.2.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 9.8.

**Contract:** the contract between Selectrical and the Customer for the supply of Services in accordance with these Conditions.

**Customer:** the person or firm who purchases Services from Selectrical.

**Order:** the Customer's acceptance of the Quotation.

**Quotation:** the quotation and description / specification of the Services provided in writing by Selectrical to the Customer.

**Selectrical:** Selectrical (Bangor) Limited registered in England and Wales with company number 06914201 whose registered office is located at Victoria House, Plas Llwyd Terrace, Bangor, Gwynedd, LL57 1UB.

**Services:** the electrical services supplied by Selectrical to the Customer, details of which are set out in the Quotation.

**Selectrical Materials:** has the meaning set out in clause 4.1(g).

1.2 Construction. In these Conditions, the following rules apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to **writing** or **written** includes e-mails but not faxes.

**2. BASIS OF CONTRACT**

2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

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2.2 The Order shall only be deemed to be accepted when Selectrical issues written acceptance of the Order or commences the Services (whichever is the earlier) at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Selectrical which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued by Selectrical, and any descriptions or illustrations contained in Selectrical's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6 Any quotation given by Selectrical shall not constitute an offer, and is only valid for a period of 60 Business Days from its date of issue.

**3. SUPPLY OF SERVICES**

3.1 Selectrical shall supply the Services to the Customer in accordance with the Quotation in all material respects.

3.2 Selectrical shall use all reasonable endeavours to meet any performance dates specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 Selectrical shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Selectrical shall notify the Customer in any such event.

3.4 Selectrical warrants to the Customer that:

- (a) the Services will be provided using reasonable care and skill;
- (b) its installation work will be free from defects for a period of 12 months after work has been completed (excluding normal wear and tear, misuse or alteration through a third party); and
- (c) all materials are covered by manufacturer's warranties (if applicable).

3.5 The risk in all materials supplied to the Customer as part of the Services shall pass to the Customer upon their use as part of the Services. All materials supplied to the Customer as part of the Services shall remain the sole property of Selectrical until payment has been received in full in respect of the Contract and any other contracts in respect of which Selectrical is providing services to the Customer.

3.6 Installation work:

- (a) shall comply with BS7671:2008(2011) and any amendments in force from time to time;

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- (b) shall comply with applicable building regulations in force at the time of the works;
- (c) certificates and building regulation notifications issued by Selectrical only cover those Services carried out by Selectrical;
- (d) where the Services are to extend or modify existing circuits, costs quoted assume existing circuits are safe and in adequate condition. Any Services required to bring these circuits up to standard will be at additional cost;
- (e) where carpet or floor coverings require lifting, reasonable endeavours will be made to avoid damage and to refit to an acceptable standard but Selectrical shall have no liability to this regard;
- (f) unless agreed beforehand, chases to walls etc, will be left un-filled. Final finishing of skim coat plaster and final decoration is excluded;
- (g) Selectrical will endeavour to undertake installation work to a clean standard. However, some additional vacuuming and cleaning down of surfaces should be expected to have to be done by the Customer afterwards. Any equipment, valuables or items susceptible to damage from dust must be removed or suitable protected before the Services are commenced by Selectrical who shall have no liability whatsoever for any damage caused.

3.7 New consumer units:

- (a) Installation of new consumer units (fuse board) is subject to the whole installation being tested to ensure it is safe to be connected to a new consumer unit. This is a legal requirement under Part P building regulations. The basic cost for this is included in the installation cost;
- (b) Any faults found during the above testing which are deemed unsafe, must be rectified prior to that circuit being reconnected to any new consumer unit. Any costs for such work are not included. Such issues will be brought to the Customer's attention as soon as is practical during works;
- (c) In particular it may be necessary to install new main services bonding to water, gas or oil supplies. This is especially common in properties built during or prior to the early 1970s and again these are at additional cost unless agreed otherwise beforehand.

**4. CUSTOMER'S OBLIGATIONS**

4.1 The Customer shall:

- (a) ensure that the terms of the Order and any information it provides in the Quotation are complete and accurate;
- (b) co-operate with Selectrical in all matters relating to the Services;
- (c) provide Selectrical, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Selectrical;
- (d) provide Selectrical with such information and materials as Selectrical may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
- (e) prepare the Customer's premises for the supply of the Services and keep the clean and tidy at all times (including the removal of waste and packaging);
- (f) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;

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- (g) keep and maintain all materials, equipment, documents and other property of Selectrical (**Selectrical Materials**) at the Customer's premises in safe custody at its own risk, maintain Selectrical Materials in good condition until returned to Selectrical, and not dispose of or use Selectrical Materials other than in accordance with Selectrical's written instructions or authorisation.

4.2 If Selectrical's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) Selectrical shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Selectrical's performance of any of its obligations;
- (b) Selectrical shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Selectrical's failure or delay to perform any of its obligations as set out in this clause 4.2; and
- (c) the Customer shall reimburse Selectrical on written demand for any costs or losses sustained or incurred by Selectrical arising directly or indirectly from the Customer Default.

**5. CHARGES AND PAYMENT**

5.1 The Charges for the Services shall be as set out in the Quotation which have been calculated on an estimated time and materials basis (subject to clause 5.2).

5.2 Additional charges may be levied in the event of additional, unexpected and/or consequential work that is required to be carried out which shall be calculated on a time and materials basis:

- (a) the Charges shall be calculated in accordance with Selectrical's standard daily fee rates, as set out in the Quotation;
- (b) Selectrical's standard daily fee rates for each individual are calculated on the basis of a working day of 8.00 am to 4.30 pm worked on Business Days; and
- (c) Selectrical shall be entitled to charge an overtime rate of 50 per cent of the standard daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 5.2(b).

5.3 Selectrical shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom Selectrical engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Selectrical for the performance of the Services, and for the cost of any materials

5.4 Selectrical shall invoice the Customer either on completion of the Services or on an interim basis as it sees fit from time to time.

5.5 The Customer shall pay each invoice submitted by Selectrical:

- (a) within 30 days of the date of the invoice; and

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- (b) in full and in cleared funds to a bank account nominated in writing by Selectrical, and

time for payment shall be of the essence of the Contract.

5.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by Selectrical to the Customer, the Customer shall, on receipt of a valid VAT invoice from Selectrical, pay to Selectrical such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

5.7 Without limiting any other right or remedy of Selectrical, if the Customer fails to make any payment due to Selectrical under the Contract by the due date for payment (Due Date), Selectrical shall have the right to charge interest on the overdue amount at the rate of 4 per cent per annum above the then current National Westminster Bank Plc's base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

5.8 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against Selectrical in order to justify withholding payment of any such amount in whole or in part. Selectrical may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by Selectrical to the Customer.

## 6. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

6.1 Nothing in these Conditions shall limit or exclude Selectrical's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

6.2 Subject to clause 6.1:

- (a) Selectrical shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) Selectrical's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the value of the particular Contract as set out in the Quotation.

6.3 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

6.4 This clause 6 shall survive termination of the Contract.

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## 7. TERMINATION

7.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 5 days of that party being notified in writing of the breach;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (c) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- (d) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

7.2 Without limiting its other rights or remedies, Selectrical may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.

7.3 Where the Contract is entered into with a Customer who is acting as a consumer, then unless the Services have commenced, the Customer is entitled to serve written notice on Selectrical to terminate the Contract within 7 days of the day following the date when the Contract came into existence in accordance with clause 2.2.

7.4 Without limiting its other rights or remedies, Selectrical shall have the right to suspend provision of the Services under the Contract or any other contract between the Customer and Selectrical if the Customer becomes subject to any of the relevant events listed in clause 7.1, or Selectrical reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

## 8. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to Selectrical all of Selectrical's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Selectrical shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of Selectrical's Materials which have not been fully paid for. If the Customer fails to do so, then Selectrical may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- (c) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of

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any breach of the Contract which existed at or before the date of termination or expiry; and

- (d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

## 9. GENERAL

9.1 Force majeure:

- (a) For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of Selectrical including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Selectrical or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- (b) Selectrical shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- (c) If the Force Majeure Event prevents Selectrical from providing any of the Services for more than 4 weeks, Selectrical shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

9.2 Assignment and subcontracting:

- (a) Selectrical may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- (b) The Customer shall not, without the prior written consent of Selectrical, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

9.3 Notices:

- (a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by email, and in the case of Selectrical to: [gareth@selectricalbangor.co.uk](mailto:gareth@selectricalbangor.co.uk).
- (b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by email, immediately upon transmission (unless a failure of delivery report is received).
- (c) This clause 9.3 shall not apply to the service of any proceedings or other documents in any legal action.

9.4 Waiver:

- (a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or

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delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

- (b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

9.5 Severance:

- (a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

9.6 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

9.7 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.

9.8 Variation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by Selectrical.

9.9 Governing law and jurisdiction: This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

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