

# Terms and Conditions

1.1 The definitions and rules of interpretation in this condition apply in these terms and conditions (Conditions).

Company: Mid Cheshire Electrical Limited, with registered office 8 Arkwright Court , Astmoor Industrial Estate, Runcorn Wa7 1NX and registered company number 10250375.

1.2 Contract: Customer's acceptance of a Quotation by the Company under condition 2.2.

Customer: the person, firm or company who purchases the Services from the Company.

Quotation: a quotation for Services provided by the Company to the Customer following their survey of the Relevant premises setting out the Services required and how much they will cost.

Relevant Premises: the premises at which the Services are being carried out.

Services: electrical works and installation to be provided by the Company as set out in the Quotation, together with any other services which the Company provides, or agrees to provide, to the Customer.

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 Any obligation in the Contract on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.

## 2. APPLICATION OF CONDITIONS

2.1 These Conditions shall:

(a) apply to and be incorporated into the Contract; and

(b) prevail over any inconsistent terms or conditions contained, or referred to in any confirmation of order, acceptance of a quotation, or implied by law, trade custom, practice or course of dealing.

2.2 The Customer's acceptance of a Quotation by the Company or purchase order, constitutes an offer by the Customer to purchase the Services on these Conditions. No offer placed by the Customer shall be accepted by the Company other than by the Company providing an acknowledgment of the purchase order or by starting to provide the Services when a contract for the supply and purchase of the Services and Equipment on these Conditions will be established.

2.3 If you have any questions regarding the Conditions or anything in the Conditions is unclear please ask us.

## 3. COMMENCEMENT AND DURATION

3.1 The Services supplied under the Contract shall be provided by the Company to the

Customer from the date of acceptance by the Company of the Customer's offer in accordance with condition 2.2

3.2 Subject to condition 8, the Services supplied under the Contract shall continue for such period as is required to provide the agreed Services.

3.3 Ownership of any materials installed by the Company at the Relevant Premises shall not pass to the Customer until the Company has received in full (in cleared funds) all sums due to it in respect of:

(a) the Services; and

(b) all other sums which are or which become due to the Company from the Customer on any account.

3.4 The Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the materials or the Company's equipment is where the Customer's right to possession has terminated, to recover it.

3.5 Work will be undertaken by the Company between the hours of 8.00am and 6.00pm between Monday and Friday (excluding bank holidays). In the event that the Customer requires the Company to undertake works outside of these hours then further charges may be payable.

#### 4. COMPANY'S OBLIGATIONS

4.1 The Company shall use reasonable endeavours to manage or provide the Services to the Customer, in accordance in all material respects with the Quotation and provide the Services using reasonable care and skill.

4.2 The Company shall use reasonable endeavours to meet any performance dates specified in the Quotation, but any such dates shall be estimates only and time shall not be of the essence for performance of the Installation.

#### 5 CUSTOMER'S OBLIGATIONS

5.1 The Customer shall:

(a) co-operate with the Company in all matters relating to the Services, accepting that although the Company will use their reasonable endeavours to keep it to a minimum, some disruption may be caused by the Services;

(b) provide to the Company, in a timely manner, such information as the Company may require and ensure that it is accurate in all material respects;

(c) advise the Company of concealed pipes, wires and cables for water gas electricity, telephone or other installation affecting the Relevant Premises and confirm the accurate location of any such pipes wires and cables to the Company before provision of the Services commences;

(d) be responsible (at its own cost) for preparing and maintaining the Relevant Premises for

the supply of the Services, including moving any stock or obstructions that might impede provision of the Services, lifting or relaying carpet or tiles if necessary, and providing free access to ceiling and /or floor void is available;

(e) pay all invoices and monies on account as set out in the quotation and in accordance with clause 6 hereto;

(f) provide the Company, its agents, subcontractors, consultants and employees, in a timely manner with access to the Relevant Premises and other facilities as required by the Company;

(g) inform the Company of all health and safety rules and regulations and any other reasonable requirements that apply at the Relevant Premises;

(h) ensure that any of the Customer's equipment which will be used by the Company is in good working order and suitable for the purposes for which it will be used; and

5.2 If the Company's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Company shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

5.3 The Customer shall be liable to pay to the Company, on demand, all reasonable costs(including legal or otherwise), charges or losses sustained or incurred by the Company (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to the Company confirming such costs, charges and losses to the Customer in writing. [If the Customer is a Company and the Company does not pay the costs set out in this clause 5.3 the directors of the Customer shall be personally liable to do so].

5.5 The Customer must report any problems with the Services to the Company within 30 days of those services being performed.

## 6. CHARGES AND PAYMENT

6.1 In consideration of the provision of the Services by the Company, the Customer shall pay the charges as set out in the Quotation:

(a) the charges payable for the Services shall be calculated in accordance with the Company's hourly rates and the cost of the required materials; and

(b) all charges quoted to the Customer shall be exclusive of VAT, which the Company may add to its invoices at the appropriate rate.

6.2 The Company shall invoice the Customer on a monthly basis in accordance with the

percentage of the Services that have been completed at that time.

6.3 In the event that the Services are aborted for any reason outside the control of the Company the Customer shall be responsible for paying the Company for all of the Services that have been completed up until the time when the Services are aborted. The Company shall invoice the Customer for any unpaid Services as soon as reasonably possible following the matter being aborted.

6.4 The Customer shall pay each invoice submitted to it by the Company, in full and in cleared funds, within 30 days of receipt by BACS or CHAPS payment to a bank account nominated in by the Company or by cheque.

6.5 The price excludes additional costs incurred as a result of Services being required by the Customer which are over and above those Services agreed in the Quotation.

6.6 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Company on the due date, the Company may:

- (a) charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Lloyds TSB Bank PLC, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Customer shall pay the interest immediately on demand. The Company may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998;
- (b) suspend all Services until payment has been made in full; and
- (c) recover any costs incurred by the Company in recovering any overdue amount.

6.7 Time for payment shall be of the essence of the Contract.

6.8 All sums payable to the Company under the Contract shall become due immediately on its termination, despite any other provision. This condition 6.7 is without prejudice to any right to claim for interest under the law, or any such right under the Contract.

6.9 N/A.

6.10 No payment shall be deemed to have been received until the Company has received cleared funds.

## 7. LIMITATION OF LIABILITY - THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

7.1 This condition 7 sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer in respect of:

- (a) any breach of the Contract;
- (b) any use made by the Customer of the Services or any part of it; and
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

7.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

7.3 Nothing in these Conditions limits or excludes the liability of the Company:

- (a) for death or personal injury resulting from negligence; or
- (b) for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Company; or
- (c) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability.

7.4 Subject to condition 7.2 and condition 7.3

(a) the Company shall not be liable for:

- (i) loss of profits; or
- (ii) loss of business; or
- (iii) depletion of goodwill and/or similar losses; or
- (iv) loss of anticipated savings; or
- (v) loss of contract

of the Customer.

(b) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the price paid for the provision of the Services.

## 8. TERMINATION

8.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other on giving the other not less than 1 month written notice or immediately on giving notice to the other if:

- (a) the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment; or
- (b) the other party commits a breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- (c) the other party shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditor or if the other shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if a trustee receiver administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other party or if a

petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other party or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction).

8.2 On termination of the Contract for any reason the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt.

#### 9. FORCE MAJEURE

The Company shall have no liability to the Customer under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company 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 Company's subcontractors.

#### 10. VARIATION

10.1 No variation of the Contract or these Conditions or of any of the documents referred to in them shall be valid unless it is in writing and signed by or on behalf of each of the parties.

#### 11. WAIVER

11.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or 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

11.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

#### 12. SEVERANCE

12.1 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

#### 13. ENTIRE AGREEMENT

13.1 The Contract constitutes the whole agreement between the parties and supersedes all

previous agreements between the parties relating to its subject matter

13.2 Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract).

13.3 Nothing in this condition shall limit or exclude any liability for fraud.

#### 14. NOTICES

14.1 Any notice or other communication required to be given under the Contract shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery to the other party and for the attention of the person specified in the Quotation or as otherwise specified by the relevant party by notice in writing to the other party.

14.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to in the Quotation or, if sent by pre-paid first-class post or recorded delivery, on the second business Day after posting.

#### 15. GOVERNING LAW AND JURISDICTION

15.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales and the parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales.