

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

In these terms and conditions of sale the following words shall have the following meanings:

“**Client**” means the company, firm, body or person who agrees to acquire the **Services** from the **Company** subject to the **Contract**.

“**Company**” means **Newcome Properties (UK) Limited, T/A Grove Electrical** having its registered office at:

4 Edelin Road, Loughborough, Leicestershire, LE11 2HP.

“**Contract**” shall mean any contract between the **Company** and the **Client** for the provision of **Services** incorporating these terms.

“**Order**” means a purchase order in respect of **Services** issued by the **Client** to the **Company**.

“**Goods**” means materials/products supplied by the **Company** to the **Client**.

“**Services**” means work and/or services to be performed by the **Company** for the **Client** in accordance with the **Contract**.

“**Force Majeure Event**” means any event beyond the reasonable control of a party including, without limitation, strikes, lockouts, labour disputes, acts 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 and storm.

2. APPLICABILITY OF THESE TERMS OF SALE

Subject to any variation agreed in writing, by the **Company**, the **Contract** shall be on these conditions to the exclusion of all other terms and conditions. (Including any terms or conditions which the customer purports to apply under any purchase order, confirmation of order, specification or other document).

3. PREMISES AND FACILITIES

The **Client** shall arrange for, or grant, the **Company** access at all reasonable times to premises/sites as may be necessary for the provision of the **Services**.

4. VARIATIONS

If the **Client** requires any reasonable alteration, addition, or omission to the **Services** (hereinafter referred to as a “**Variation**”) the **Company** shall identify the impact of the **Variation** on the **Services** and the professional fee in writing within a reasonable period of receipt of the **Clients** written request.

The **Contract** shall remain unchanged unless and until, the parties agree any **Variation** in writing.

5. MISTAKES IN INFORMATION

If additional costs or delay are directly occasioned by any discrepancies, errors or omissions in the information and decisions supplied to the **Company** by the **Client**, the **Client** shall pay any such additional costs to the **Company** and shall allow an extension of time for completion of the **Services**.

6. COMPANYS OBLIGATIONS

The **Company** shall exercise all reasonable skill, care, and diligence in the performance of the **Services** and any agreed **Variations**.

7. ABORTIVE CHARGES ON RECEIPT OF PURCHASE ORDER

7.1 In the event cancellation is made with less than 48 hours' notice, **Newcome Properties (UK) Limited, T/A Grove Electrical**, will deem this to be a short notice cancellation and reserves the right to charge 75% for the labour component. (Returned materials may incur restocking charges or may be chargeable in full where they cannot be returned).

7.1.1 In the event cancellation is made with less than 7 days' notice, **Newcome Properties (UK) Limited, T/A Grove Electrical** reserves the right to charge 50% for the labour component. (Returned materials may incur restocking charges or may be chargeable in full where they cannot be returned).

7.2 In the event our engineers arrive on site at the agreed time/slot and are unable to gain access, **Newcome Properties (UK) Limited, T/A Grove Electrical** will consider this a short notice cancellation and will charge as per **7.1** above.

7.3 **Newcome Properties (UK) Limited, T/A Grove Electrical** will try to return all unused materials to the Supplier at no cost to the **Client** in the event of a cancellation. **Newcome Properties (UK) Limited, T/A Grove Electrical** reserves the right to charge any restocking fee which may be imposed on the return of these goods. Certain 'special order' non-standard items will be non-returnable and will be charged in full to the **Client** and delivered on payment.

8. NOTICES

8.1 Any notice under or in connection with these terms shall be in writing and shall be sent by mail or email, to the party due to receive the notice or communication at its address.

8.2 In the absence of evidence of earlier receipt, any notice shall be deemed to have been duly given:

8.2.1 if delivered personally, when left at the registered office address of the **Client** or the Company

8.2.2 if sent by pre-paid first-class mail, two days after posting it, (Excluding Saturdays, Sundays, bank and public holidays, exclusive of the day of posting); or

8.2.3 if sent by email on a working day prior to 4.00pm at the time of transmission and otherwise on the next working day.

8.3 In proving service of notice (without prejudice to any other means) by post it shall only be necessary to prove the notice or document was contained in an envelope properly stamped and posted as provided in this clause:

8.3.2 by email that the notice or document was duly received by production of a delivery report.

9. CHARGES AND TERMS OF PAYMENT

9.1 Payment will be made within 28 days of submission of an invoice.

9.2 If the payment of any sum due under this **Contract** is delayed, the **Company** shall be entitled, under “**The Late Payment of Commercial Debts Regulations 2013**”, to charge interest of 8% plus the Bank of England base rate for the duration of the delay and to suspend performance of the **Services** provided that the **Company** shall have given written notice requiring payment on an overdue sum and the **Client** shall have failed to comply with the notice.

9.3 If any part of an invoice is disputed or queried by the **Client**, the payment of the remainder of the invoice shall not be delayed.

9.4 All payments will include VAT at the current rate.

9.5 Where the price for the **Services** is varied and confirmed in writing by the **Company** the price as varied shall be binding on both parties and shall not give either party any option of cancellation.

9.6 All payments shall be made by the **Client** without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

9.7 Where contract work is to be performed over a period in excess of one month the value of work carried out shall be ascertained by the **Company** at the end of each month and, unless the **Contract** expressly provides, a sum equal to such value, or any percentage thereof specified in the **Contract**, shall be detailed on an invoice and such invoice shall be paid in accordance with the foregoing provisions of this clause.

9.8 Title to all materials supplied shall remain with **Newcome Properties (UK) Limited, T/A Grove Electrical** and shall not pass to the **Client** until all monies have been paid in full and received by **Newcome Properties (UK) Limited, T/A Grove Electrical**. Until title to the materials passes:

9.8.1 Grove Electrical shall have authority to retake, sell or otherwise deal with and/or dispose of all or any part of the materials.

9.8.2 Grove Electrical and its agents/employees shall be entitled at any time and without the need to give notice enter upon any property upon which the materials or any part are installed/stored to retake them.

9.9 Without prejudice to any other rights the **Company** may have, failure by the **Client** to pay any account in accordance with the foregoing terms or other terms specified in the **Contract**

shall entitle the **Company**, without notice, to suspend work both on the same **Contract** and on any other **Contract** with the **Client**. If the **Client** is in default and has not paid the **Company's** account (including any instalment) on the due date then, without prejudice to its rights the **Company** shall be entitled to treat that failure to pay as a repudiation of the **Contract** entitling the **Company** to recover damages for such breach, as in clause **9.2** and including any charges incurred by having to use the services of a debt recovery agent.

9.10 All payments payable to the **Company** under the **Contract** shall become due immediately on its termination, despite any other provision.

10. EXTENSION OF TIME AND ADDITIONAL COST

If the **Company** is delayed or impeded in the performance of their obligations by any act or omission of the **Client**, its employees or agents, the **Company** shall be entitled to be paid any additional costs thereby incurred by them, with an allowance for profit and allowed an extension of time in which to complete the **Contract**.

11. FORCE MAJEURE

If the **Company** is delayed in delivering the **Contract** by circumstances beyond its reasonable control, the **Company** shall give immediate written notice of that fact to the **Client** and shall be entitled to an extension of time equal to, but not less than the period of delay.

12. TERMINATION

12.1 If either party is in breach of its obligations under the **Contract** and fails to remedy the breach within 14 days, or such longer reasonable period as may be specified, of receiving a written notice to remedy the breach, then the **Contract** can be terminated forthwith by the party not in default without prejudice to the accrued rights of the parties.

12.2 If either party shall become insolvent or bankrupt, or have a receiving order or administration order made against it or compound with its creditors or, being a corporation, commence to be wound up (not being a members' voluntary winding up for the purpose of reconstruction or amalgamation) or carry on its business under an administrator or administrative receiver for the benefit of its creditors or any of them, the other party shall be at liberty either:

a) to terminate the **Contract** forthwith by notice in writing to the other or to the administrative receiver or administrator or liquidator or to any person in whom the **Contract** may become vested.

or

b) to give such administrative receiver, administrator, liquidator, or other person the option of carrying out the **Contract** subject to their providing of a guarantee for the due and faithful performance of the **Contract** up to an amount to be agreed.

12.3 The **Client** may not terminate any **Contract** without the consent of the **Company**, which if given shall be deemed to be on the express condition that the **Client** shall indemnify the **Company** against all loss, damage, claims or action arising out of such termination unless otherwise agreed in writing.

13. ORDERS AND CONCLUSION OF CONTRACT

13.1 Each **Order** or acceptance of an estimate for **Goods** or **Services** by the **Client** from the **Company** shall be deemed to be an offer by the **Client** to buy **Goods** or **Services** subject to these terms. The **Client** shall ensure that the terms of its **Order** and any applicable specification are complete and accurate.

13.2 Any estimate is given on the basis that no **Contract** shall come into existence until the **Contract** is concluded by email of the **Company's** written acceptance to the **Client** to an address or email indicated in the **Client's Order** or otherwise.

13.3 The **Company** will not be bound by any prices, specifications, delivery dates or other particulars unless they are expressly confirmed in writing in the **Company's** acceptance.

13.4 All **Orders**, acceptances, additions, amendments, variations and supplementary agreements will be ineffective unless confirmed in writing by the **Company**.

14. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise agreed in writing, all intellectual property rights arising out of this **Contract** shall vest in the **Company**. The **Client** shall have a worldwide, non-exclusive, non-transferable, royalty-free licence to use, and have used, that intellectual property for any purpose.

15. INVALIDITY

The invalidity, illegality or unenforceability of any term or any right arising pursuant to the **Contract** shall not in any way affect the remaining terms or rights which shall be construed as if such invalid or unenforceable term or right did not exist.

16. ARBITRATION

Any dispute or difference which may arise between the **Client** and the **Company** arising out of or in connection with any **Contract**, which cannot be settled amicably, shall be referred to a single arbitrator to be agreed between the **Client** and the **Company**.

17. JURISDICTION; APPLICABLE LAW; SEVERABILITY

17.1 These terms or any **Contract** shall be governed by, and shall be construed in accordance with, the laws of the United Kingdom.

17.2 Each party irrevocably agrees for the benefit of the **Company** that the courts of the United Kingdom shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes which may arise out of or in connection with these terms or any **Contract** and, for such purposes, irrevocably submits to the jurisdiction of the courts of the United Kingdom in determining matters hereunder.

17.3 Each party irrevocably waives any objection which it might at any time have to the courts of the United Kingdom being nominated as the forum to hear and determine any proceedings and to settle any disputes and agrees not to claim that the courts of the United Kingdom are not a convenient or appropriate forum.

17.4 The submission to the jurisdiction of the courts of the United Kingdom shall not and shall not be construed to, limit the right of the **Company** to take proceedings against the **Client** in any other court of competent jurisdiction, nor shall the taking of proceedings by the **Company** in any one, or more, jurisdictions preclude the **Company** taking proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

17.5 In the event that any provision of these terms is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or by mutual agreement of the parties. It may be severed from these terms and the remaining provisions of these terms shall remain in full force and effect.

18. VARIATION AND WAIVER

18.1 The **Company** shall not be bound by any variation, waiver of or addition to these conditions except as agreed by both parties in writing and signed on their behalf by their duly authorised representatives.

18.2 The failure or delay by the **Company** in enforcing or partially enforcing any provision of the **Contract** shall not be construed as a waiver of any of its rights under the **Contract**. Any waiver by the **Company** of any breach of, or any default under, any provision of the **Contract** by the **Client** shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the **Contract**.

18.3 Variation to the terms of payment of this **Contract** can only be made by mutual agreement between the parties prior to the placing of an **Order**.