
BRUNSWICK ELECTRICAL SERVICES LIMITED TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions shall apply to the provision of services by Brunswick Electrical Services Limited (“the Electrician”) to customers that require his services.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Agreement”	means the contract into which the Parties will enter on the Customer’s acceptance of the Quotation and of these Terms and Conditions which shall incorporate, and be subject to, these Terms and Conditions [and which is attached hereto as Schedule 1];
“Agreed Date”	means the date on which the provision of the Services will commence as agreed by the Parties [as evidenced in Schedule 1];
“Agreed Times”	means the times which the Parties shall agree upon during which the Electrician shall have access to the Property to render the Services [as evidenced in Schedule 1];
“Business Day”	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in United Kingdom;
“Confidential Information”	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
“Customer”	means the individual or business that requires the Services subject to these Terms and Conditions and the Agreement;
“Final Fee”	means the total of all sums payable which shall be shown on the invoice issued in accordance with Clause 4 of these Terms and Conditions.
“Job”	means the complete rendering of the Services;
“Order”	means the Customer’s initial request to acquire the Services from the Electrician as set out in Clause 2 of these Terms and Conditions;
“Property”	means the Customer’s property or premises, as detailed in the Order and the Agreement, at which the Services are to be rendered;

“Quotation”	means a quotation detailing proposed fees and services supplied to the Customer in accordance with Clause 2 of these Terms and Conditions;
“Quoted Fee”	means the Fee which will be quoted to the Customer following the Order which may vary according to the actual work undertaken as set out in Clause 4 of these Terms and Conditions;
“Services”	means the electrical domestic, commercial and industrial services provided by the Electrician as detailed in Clause 5 of these Terms and Conditions;
“Visit”	means any occasion, scheduled or otherwise, on which the Electrician shall visit the Property to render the Services; and
“Work Area”	means the part of the Property within which the Services are to be rendered.

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
- 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
 - 1.2.4 a Schedule is a schedule to these Terms and Conditions;
 - 1.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and
 - 1.2.6 a "Party" or the "Parties" refer to the parties to the Agreement.
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 References to persons shall include corporations.

2. Orders

- 2.1 The Electrician accepts orders for his Services through telephone, email and internet.
- 2.2 When placing an Order the Customer shall set out, in detail, the Services required. Details required include the location and size of the Property, number and type of rooms in which work is required, the type(s) of work (e.g.

wiring, installation of appliances etc.). [The Electrician shall provide an order form to the Customer which shall provide prompts for all required information.] [All such details are set out in the Agreement.]

- 2.3 Once the Order is complete and submitted the Electrician shall prepare and submit a Quotation to the Customer either by email or first class post which shall set out the required Deposit and Fee, detailed in Clauses 3 and 4 respectively.
- 2.4 The Customer shall be free to make changes to the Order and Quotation prior to acceptance. The Customer may accept the Quotation by telephone, email or first class post.
- 2.5 Our quotation provides an indication to you of the items on which you may place an order, but no order from you as a result of a quotation (or otherwise) shall be binding upon us unless and until it is accepted or confirmed by us.

3. Deposit

- 3.1 At the time of accepting the Quotation or not more than 30 days thereafter the Customer shall be required to pay a Deposit to the Electrician. The Deposit shall be 10%. Orders shall not be deemed confirmed until the Deposit is paid in full.
- 3.2 Subject to the provisions of Clause 9 the Deposit shall be non-refundable.

4. Fees and Payment

- 4.1 The Quoted Fee shall include the price payable for the Services and for the estimated sundry parts and other products required to render the Services [and is further evidenced in Schedule 1].
- 4.2 The Electrician shall use all reasonable endeavours to use only the sundry parts and other products (and quantities thereof) set out in the Quotation and the Agreement; however if additional sundry parts and other products are required the Final Fee shall be adjusted to reflect this. Any such increases shall be kept to a minimum.
- 4.3 In the event that the price of sundry parts and other products or services increases during the period between the Customer's acceptance of the Quotation and the commencement of the Services, the Electrician shall inform the Customer of such increase and of any difference in the Final Fee.
- 4.4 The Electrician shall invoice the Customer when the provision of the Services is complete.
- 4.5 All invoices must be paid within 7 days of receipt by the Customer.

5. Certification

The Electrician warrants that he is registered with a recognised and authorised self-certification scheme and shall ensure that any and all sub-contractors engaged in accordance with Clause 7 shall also be so registered.

6. Services

- 6.1 The Services shall be rendered in accordance with the specification set out in the accepted Quotation and in the Agreement (as may be amended by mutual agreement from time to time).
- 6.2 The Electrician may provide sketches, plans, diagrams or similar documents in advance of the Job. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification of the Job nor to guarantee specific results.
- 6.3 The Electrician shall ensure that the Services are rendered with reasonable care and skill and to a reasonable standard which is commensurate with best trade practice.
- 6.4 The Electrician shall ensure that he complies with any and all relevant codes of practice.
- 6.5 [The Electrician shall properly dispose of all waste that results from his rendering of the Services.]
- 6.6 Time shall [not] be of the essence in the rendering of the Services under these Terms and Conditions.
- 6.7 Following completion of the Job the Customer shall have a period of six months within which to inspect the completed work and to notify the Electrician of any defects. The Electrician shall correct such defects at no additional cost to the Customer.
- 6.8 We will have no responsibility for other loss or damage, including (without limitation) loss profit or production, except as required by law.
- 6.9 Unless we have agreed to do so, you will accept full responsibility for re-installing, examining and testing the Equipment on which we have worked as soon as it is completed and we shall not be responsible for any damage, cost or loss incurred by you due to your failure to properly re-install or delay in testing the equipment or in notifying us of any defect in the work.

7. Customer's Obligations

- 7.1 If any consents, licenses or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, it shall be the Customer's responsibility to obtain the same in advance of the commencement of the Services.
- 7.2 The Electrician may require the removal of certain furniture, fixtures and fittings in the Property prior to the commencement of the Services. Unless specifically agreed otherwise any such removal shall be the responsibility of the Customer.
- 7.3 The Customer shall ensure that the Work Area is kept clear of furniture, fixtures and fittings and out of use for the duration of the Job unless otherwise directed by the Electrician.
- 7.4 The Customer shall ensure that the Electrician can access the Property at the Agreed Times to render the Services.
- 7.5 The Customer shall have the option of giving the Electrician a set of keys to the Property or being present at the Agreed Times to give the Electrician access. The Electrician warrants that all keys shall be kept safely and securely.

- 7.6 The Customer shall ensure that the Electrician has access to electrical outlets and a supply of hot and cold running water.
- 7.7 The Customer must give the Electrician at least 24 hours notice if the Electrician will be unable to provide the Services on a particular day or at a particular time. The Electrician will not invoice for cancelled Visits provided such notice is given. If less than 24 hours notice is given the Electrician shall invoice the Customer at his normal rate.

8. Cancellation

- 8.1 The Customer may cancel or reschedule the Job at any time before the Agreed Date. The following shall apply to cancellation or rescheduling:
 - 8.1.1 If the Customer cancels the Job more than 28 days before the Agreed Date the Electrician shall issue a full refund of all sums paid, including the Deposit.
 - 8.1.2 If the Customer reschedules the Job more than 28 days before the Agreed Date the Electrician shall retain all sums paid, including the Deposit and shall deduct all such sums from any related balance payable on the rescheduled Job.
 - 8.1.3 If the Customer cancels the Job less than 28 days but more than 14 days before the Agreed Date the Electrician shall refund any sums paid less the Deposit.
 - 8.1.4 If the Customer reschedules the Job less than 28 days but more than 14 days before the Agreed Date the Electrician shall retain any sums paid including the Deposit and shall deduct all such sums (excluding the Deposit) from any balance payable on the rescheduled Job. A new Deposit shall be payable on the rescheduled Job.
 - 8.1.5 If the Customer cancels the Job less than 14 days before the Agreed Date the Electrician shall retain all sums paid and any outstanding sums shall become immediately payable. No refund shall be issued.
 - 8.1.6 If the Customer reschedules the Job less than 14 days before the Agreed Date the Electrician shall retain all sums paid and any outstanding sums shall become immediately payable. No refund shall be issued and no sums paid will count toward the fees and Deposit payable on the rescheduled Job.
- 8.2 The Electrician may cancel the Job at any time before the Agreed Date and shall refund all sums paid, including the Deposit.

9. Liability, Indemnity and Insurance

- 9.1 The Electrician shall ensure that he has in place at all times suitable and valid insurance which shall include public liability insurance.
- 9.2 The Electrician's total liability for any loss or damage caused as a result of its negligence or breach of these Terms and Conditions or of the Agreement shall be limited to £100'000.
- 9.3 We will not be liable to you under any circumstances for any indirect or consequential losses (including for example, loss of Contracts or loss of profits of production).

- 9.4 The limitations and exclusions in this paragraph apply to any claim, whether in contract, tort (including negligence), breach of any statutory duty or implied term or any other claim, except any liability for death, personal injury or defects in goods supplied to you by us as set out above
- 9.5 Nothing in these Terms and Conditions shall limit or exclude the Electrician's liability for death or personal injury.

10. Guarantee

- 10.1 The Electrician guarantees that the product of all Services provided shall be free from any and all defects for a period of 12 months following completion of the Job.
- 10.2 If any defects in the product of the Services appear during the guarantee period set out in sub-Clause 10.1, the customer must in writing notify the electrician. The Electrician shall rectify any and all such defects at no cost to the Customer.
- 10.3 We will have no responsibility for other loss or damage, including (without limitation) loss profit or production, except as required by law.

11. Data Protection

The Electrician will not share the Customer's personal data with any third parties for any reasons without the prior consent of the Customer. Such data will only be collected, processed and held in accordance with the Electrician's rights and obligations arising under the provisions and principles of the Data Protection Act 1998.

12. Force Majeure

- 12.1 No Party to the Agreement will be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

13. Termination

- 13.1 We may bring this Contract to an end if you fail to comply with your obligations under this Contract, within seven days of having been notified by us of the relevant failure. We may also bring this Contract to an end immediately if you are the subject of a petition for a bankruptcy order, or you become insolvent or enter into any composition, scheme or arrangement with your creditors. If you are a corporation or other legal person, we may bring this Contract to an end immediately if a receiver (including an administrative receiver) is appointed over any of your assets or an application is made to appoint an administrator for you. If you are in a partnership, we bring this Contract to an end

immediately if the partnership is dissolved. We may also terminate this Contract if any proceedings relating to your insolvency are commenced in any country.

14. Effects of Termination

If this Agreement ends for any reason, we will be entitled to remove all of our equipment from your premises or from site. You will remain liable to us for any sums which you have not paid, for all work done up to date of termination and for any other breaches of this Contract

15. Set-Off

Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the Agreement or any other agreement at any time.

16. Assignment and Sub-Contracting

[The Electrician shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of the Electrician.]

17. Relationship of the Parties

Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.

18. Third Party Rights

No part of the Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

19. Notices

19.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

19.2 Notices shall be deemed to have been duly given:

19.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

19.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

19.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

19.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

20. **Entire Agreement**

20.1 The Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

20.2 Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

21. **Counterparts**

The Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

22. **Severance**

In the event that one or more of the provisions of the Agreement and/or of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement and/or these Terms and Conditions. The remainder of the Agreement and/or these Terms and Conditions shall be valid and enforceable.

23. **Dispute Resolution**

Any disputes which we cannot settle amicably relating to the nature or quality of the Services will be referred to an expert to be agreed or (if we and you cannot agree the choice of expert within 14 days of an expert being proposed by you or us) appointed at the request of you or us by the President for the time being of the institute of Electrical Engineers. The written report of the expert will as between you and us be conclusive evidence of all matters of fact and all matters opinion set in the report and the charges of the expert shall be borne and paid as the expert may direct.

24. **Law and Jurisdiction**

24.1 The Agreement and these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

24.2 Subject to the provisions of Clause 28, any dispute, controversy, proceedings

or claim between the Parties relating to the Agreement or these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

25. V.A.T

Unless indicated otherwise, all sums payable under this Contract are stated exclusive of Value Added Tax (which will be charged at the rate prevailing at the relevant tax point) and any other tax or duty chargeable under any relevant legislation.

