

Terms and Conditions

DEFINITIONS

In these terms and conditions, the following words and expression shall have the stated meanings and the headings in these Terms & Conditions are for convenience only and do not affect their interpretation:

“Agreement” means the agreement coming into existence where CES accepts an Order placed by the Customer for the supply of Services on these terms and conditions which regulate all dealings between CES and the Customer

"CES" means Cambridge Electrical Services Limited of 14 North Street, Burwell, Cambridge CB25 0BA

“CES Price” includes any or all of:

- A fixed price
- A day-work rate (at CES’s rate applicable from time to time)
- An hourly rate (at CES’s rate applicable from time to time) and for the avoidance of doubt, CES’s rates for Services supplied outside Work Time are greater than where they are supplied during Work Time
- Any other arrangement as to price for the Services or Extras and for the avoidance of doubt, CES will invoice the Customer with the CES Price on completion of the supply of the Services, or, where the Services are supplied over a period of time greater than one month, at regular intervals

“Contingency” means any event (including by way of example but not limitation defective or dangerous wiring or circuitry, the presence of Asbestos or other hazard) encountered by CES in connection with the supply of Services and which physically or legally prevents, inhibits, restricts or in any way alters or potentially alters CES’s ability to supply the Services

"Customer" means the person, organisation, firm or company for whom CES agrees to carry out Services on the terms and conditions of this Agreement

“Deposit” means a sum of money either fixed or up to 25% of the value of the CES Price if appropriate as mentioned in an Estimate or Quotation

“Estimate” means CES’s estimate as to price for the supply of Services or Extras which is not binding on CES

“Extras” means such items of work, additional services or materials which the Customer requests from time to time during the Agreement for supply of Services, and in respect of which CES may supply an Estimate or Quotation for consideration for acceptance by the Customer; for the avoidance of doubt (1) information given by a CES operative on Site to the Customer as to the possible or likely price of Extras is an indication only, and not binding, and a formal Estimate or Quotation must be obtained by the Customer from CES, and (2) CES is not obliged to supply an Estimate or Quotation for Extras, and where they do so and the Customer then places an Order for the Extras CES is not obliged to accept such Order but may do so if they so wish

"Materials" means materials and/or goods or any part of them or component thereof and which may be supplied as part of the Services

“Order” means a written order placed by a customer for Services to be supplied by CES

“Quotation” means CES’s statement of the CES Price for supplying Services or Extras, and which price CES will respect where the Customer places an Order for the Services or Extras within 30 days of receiving the Quotation (and for this provision time is of the essence)

“Services” means the Services and/or Materials described in the Estimate and/or Quotation and pursuant to an Order supplied by CES to the Customer

“Site” means the place or places where the Services and/or Extras are to be supplied or occur as the case may be

“Work Time” means Monday to Friday and 08:00 hours to 17:00 hours

1 In this Agreement unless the context otherwise requires:

- 1.1.1 words importing any gender include every gender
- 1.1.2 words importing the singular number include the plural number and vice versa
- 1.1.3 words importing persons include firms, companies and corporations and vice versa
- 1.1.4 references to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement
- 1.1.5 any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done
- 1.1.6 the headings to the clauses, schedules and paragraphs of this Agreement are not to affect the interpretation
- 1.1.7 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment, and
- 1.1.8 where the word “including” is used in this Agreement, it shall be understood as meaning “including without limitation”

2 CES’s obligations

- 2.1 CES agrees:
- 2.2 To supply the Services and any Extras (as the case may be) satisfactorily and in accordance with the current edition of BS7671, the IEE wiring regulations, NICEIC requirements, Health and Safety requirements and Building Regulations and any amendments in force from time to time; and certificates and notifications issued by CES relate only to the Services
- 2.3 To use reasonable endeavours to clear up after supply of the Services
- 2.4 On being satisfied that the installation is safe and complies with current regulations, and if so required by the Customer, CES will register the works with the relevant local Building Control, and subject to the Customer paying all moneys due to CES under the Agreement, will issue the Customer with the relevant NICEIC certification, as required under the governments Part “P” (or any similar replacing the same) legislation

3 Customer’s Obligations

- 3.1 On Site, and to enable CES’s operatives to supply the Services, the Customer agrees:
 - 3.1.1 (save where the contrary is expressly notified to CES) to provide an existing electrical installation and system which is safe and in satisfactory condition, and

- 3.1.2 to provide a safe working environment for CES and their operatives on Site; for the avoidance of doubt, where during the Agreement a Contingency occurs or becomes apparent, CES is entitled to cease supplying the Services or Extras unless and until the Contingency has been resolved to CES's satisfaction and at no cost to CES, and
- 3.1.3 to provide adequate car/van parking facilities at no cost to CES, and
- 3.1.4 to provide an adequate supply of electricity, and
- 3.1.5 to provide clear access to enable CES to supply the Services, and where the Customer fails or refuses to provide CES with Site access at any time during Working Time CES is entitled to charge the Customer for a full day's work
- 3.1.6 to make all necessary arrangements with the proper persons or authorities for any permits required in connection with the supply of the Services, and
- 3.1.7 to provide adequate hand washing and toilet facilities for CES's operatives, and
- 3.1.8 in order to protect it, to cover, remove or secure all equipment or machinery or furniture which might be affected on the supply of the Services, and
- 3.1.9 to permit CES to display sign boards on Site identifying CES as the supplier of the Services for the period of this Agreement and for the further period of one month thereafter, and
- 3.1.10 on completion of the Services to make good the walls, floors, ceilings and anything else arising by reason of the supply of the Services, and
- 3.1.11 to remove and responsibly dispose of all debris, other waste (including by way of example only heavy items and toxic materials), old fittings and wiring resulting from supply of the Services or Extras. Further, where CES agrees to any request of the Customer to remove such items and to dispose of the same in accordance with any relevant regulations the Customer agrees to be responsible for all applicable charges arising, and
- 3.1.12 to inspect the Services as far as it is reasonably possible to do so immediately upon completion and if it considers that the Services or any part thereof have not been supplied in accordance with this Agreement, the Customer shall within seven days from the date of inspection give detailed written notice to CES. Where no such written notice is received by CES, the Services are conclusively presumed to be correct and complete in accordance with this Agreement, and, subject to clause 4.1, the Customer agrees that any call out thereafter made by the Customer to CES is payable by the Customer, and
- 3.1.13 to pay the CES Price for the Services, in every case within seven days from delivery of the invoice provided that where the Customer pays the invoice by credit or debit card outside the said seven days CES is entitled to levy a 2.5% surcharge. Further, where the Customer fails to pay an invoice within the said seven days, CES is entitled to charge the Customer interest at 3% above the Bank of England base rate from time to time calculated as simple interest on a daily basis until payment or earlier judgment
- 3.1.14 to pay in full any price increases for parts or materials which CES's suppliers or manufacturers have imposed on CES after the date of the Agreement

4 General

- 4.1 Provided that (1) details of the defect are notified by the Customer to CES in writing within the period of 12 months from completion of the Services, and (2) CES has the opportunity to inspect the Services and the alleged defect(s), and (3) that the Customer has paid all monies due to CES in accordance with the provisions of this Agreement, and (4) that the installation/Services have not been interfered with, tampered with, or altered by or in consequence of actions of the Customer or third parties, then CES warrants the labour element of the Services to be free of defects for the period of 12 months from invoice date, and manufacturers' warranties may be available in respect of Materials

- 4.2 Risk in the Materials passes to the Customer on delivery, and title to and ownership of Materials remains with CES until any and all sums due to CES have been paid in full.
- 4.3 All CES Prices are exclusive of VAT, and where applicable VAT is chargeable at the rate current from time to time
- 4.4 Where CES operatives are required by the Customer to work outside Work Time CES may levy additional charges
- 4.5 All drawings, dimensions, descriptions and illustrations contained in any literature, Estimates or Quotations are approximate only and, save where attached to an Estimate or Quotation, do not form part of this Agreement. In addition, drawings and technical documents issued either before or after the conclusion of this Agreement for the use or information of the Customer and any other information supplied to the Customer including specifications must not be copied, reproduced or communicated to any third party without the prior written consent of CES
- 4.6 CES's liability is limited to:
- 4.6.1 the repair or making good of any defect pursuant to paragraph 4.1 above
- 4.6.2 liability for death or personal injury resulting from negligence in the course of carrying out CES's duties
- 4.6.3 the reasonable costs of repair or reinstatement of any loss or damage to the Customer's property if such loss or damage results from CES's negligence or that of its operatives and where such loss or damage is actually sustained by the Customer
- 4.7 The Customer shall indemnify CES against all claims of whatsoever nature made by third parties arising out of the presence of CES or its operatives on the Client's property save where such claim results directly from negligence on the Contractor's part. The Customer is liable to CES for all loss or damage whether direct, indirect or consequential which is suffered by CES as a result of failure or delay by the Customer in performing its obligations in this Agreement
- 4.8 Dates specified for the commencement and completion of the Services are estimates only. CES agrees to use their reasonable endeavours to attend Site on the date(s) and time(s) agreed. However, CES accepts no liability in respect of non-attendance or late attendance on Site or for the late or non-delivery of Materials.
- 4.9 CES reserves the right to sub-contract the Services or any part thereof
- 4.10 The benefit of this Agreement may be assigned either in whole or in part by CES without the prior written consent of the Customer. The Customer is not entitled to assign or transfer or purport to assign or transfer this Agreement or the benefit thereof to any other person
- 4.11 CES is entitled by notice in writing summarily to determine this Agreement without prejudice to any right CES otherwise has where the Customer is in breach of any term, of this Agreement, or where the Customer goes into liquidation (except for the purpose of solvent reconstruction), or if a receiver is appointed of the Customer's undertaking, property or assets, or if distress is levied upon any of the Customer's property or if the Customer becomes or is made bankrupt
- 4.12 No failure or delay by CES in exercising any right, power or privilege under this Agreement shall impair the same or operate as a waiver of the same
- 4.13 This Agreement may only be amended in writing signed by duly authorised representatives of CES and the Customer

- 4.14 CES will use their reasonable endeavours to supply the Services on the agreed dates but is under no liability to the Customer if it is either impossible or impracticable to adhere to agreed dates or at all, by reason of strike, lock out, industrial dispute, act of god or any other event or occurrence beyond CES's control
- 4.15 The Customer acknowledges that CES has not made any representations (other than any expressly stated in an Estimate, or a Quotation) which have induced it to enter into the Contract, and the Contract constitutes the entire understanding between CES and the Customer for the supply of the Services
- 4.16 Nothing in this Agreement excludes liability for fraud
- 4.17 The validity, construction and performance of this Agreement is governed by English law and is subject to the exclusive jurisdiction of the English courts to which CES and the Customer submit
- 4.18 This Agreement does not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between CES and the Customer other than the contractual relationship expressly provided for in this Agreement
- 4.19 For the purposes of the Contracts (Rights of Third Parties) Act 1999, and notwithstanding any other provision of this Agreement, this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions