



**Electroserv Ltd**  
Unit 5  
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## **Terms & Conditions**

### **1. General**

Acceptance of our quotation(s) includes acceptance of the following Terms & Conditions:

### **2. Period of Quotation**

The Quotation remains open for a period of one calendar month unless previously withdrawn. Thereafter, the Quotation is subject to re-confirmation or adjustment by Electroserv Ltd.

### **3. Basis of Quotation**

- i. All increases in labour and/or material cost arising after the date of quotation may be recovered from the Customer unless the quotation expressly excludes this condition.
- ii. The quotation(s) are based on the work being affected during normal working hours, Monday to Friday, unless otherwise stated.
- iii. Variations or additional work shall be charged on time and material basis unless subject of a separate quotation accepted by the Customer.
- iv. The laying of cables and conduits runs is by shortest practicable routes.
- v. Work by other Trades, any statutory fees, or charges for work done by Supply Authority or Local Authority is not included.
- vi. While reasonable care will always be taken, the quotation does not include for incidental redecoration or other works consequent upon the proper execution of the work.

#### 4. Terms of Payment

- i. Payment in full shall be due on completion of the work and shall be made within 7 days of the date of our invoice or written application submitted by the Electro serv.
- ii. Where the Contract Period is in excess of 4 weeks, written applications/invoices may be submitted at any time in relation to the value of work executed. The net amount due to be paid by the Customer within 7 days.
- iii. Failure by the Customer to make any payment as aforesaid shall entitle Electro serv Ltd to suspend work and/or charge interest on the amount outstanding at 8% above the prevailing Bank of England's base rate.
- iv. Electro serv Ltd may ask for a deposit to secure booking dates for any work agreed via the quotation. This deposit will not be refunded if the customer cancels the work for any reason.

#### 5. Completion

Electro serv Ltd shall endeavour to carry out the work within the period stipulated or, if no period is stipulated, within a reasonable time, but shall not be held responsible for any loss or damage arising out of delay due to any cause beyond Electro serv Ltd.'s control. Electro serv Ltd will not be held responsible if agreed jobs run over the allocated time set due to variations to original quote / agreement.

#### 6. Consequential Loss or Damage

Without prejudice to the Customer's Statutory rights, Electro serv Ltd will pass to the Customer the benefit of any guarantees Electro serv Ltd has received in respect of materials supplied by Electro serv Ltd and undertakes to repair or, if necessary, replace free of charge any materials or work found to be defective if the defect is due to faulty workmanship by Electro serv Ltd, his servants or agents and is brought to his attention within 12 months of the completion of the work, provided nevertheless that:

- i. Electro serv Ltd accepts no responsibility for any drawing, design or specification not prepared by him.
- ii. Electro serv Ltd responsibility to the Customer is limited to the fulfilment of the contract in a proper and workmanlike manner and Electro serv Ltd shall not be liable for any consequential loss or damage arising out of the execution of the Contract, unless due to the negligence of Electro serv Ltd, his servants, or agents.
- iii. Electro serv Ltd shall not be liable for any wear and tear, loss or damage, direct or indirect, nor for any extra work entailed due to the apparatus being put into operation by the Customer or by Electro serv Ltd, his servants, or agents at the Customer's request before it is handed over for beneficial use.
- iv. The repair or replacement of any faulty work or materials shall only be carried out by Electro serv Ltd, his servants, or agents; otherwise Electro serv Ltd warranties as to repair or replacement shall not apply.
- v. Electro serv Ltd will take reasonable care but accepts no liability for damage to furniture or other fixtures and fitting which have to be moved by Electro serv Ltd or his workmen in order to carry out the Contract Works. Without prejudice to this Electro serv Ltd will maintain adequate Public Liability Insurance cover for at least the duration of the Contract.

## 7. Design

Any design information carried out or provided by ourselves, remains our copyright and is offered on the basis that the works shall be totally carried out by Electroserv Ltd.

## 8. Risk and Retention of Title

Risk of damage to or loss of the Goods shall pass to the Customer at:

- a. In the case of Goods to be delivered at the Supplier's premises, the time when the Supplier notifies the Customer that the Goods are available for collection;
- b. In the case of Goods to be delivered otherwise than at the Supplier's premises, the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Supplier has tendered delivery of the Goods; or
- c. In the case of Goods being installed by the Supplier, the time that the Supplier notifies the Customer that the installation is complete.
- d. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms and Conditions, legal and beneficial title to the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods.
- e. Sub-Clause 10.2 notwithstanding, legal and beneficial title of the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods and any other goods supplied by the Supplier and the Customer has repaid all moneys owed to the Supplier, regardless of how such indebtedness arose.
- f. Until payment has been made to the Supplier in accordance with these Conditions and title in the Goods has passed to the Customer, the Customer shall be in possession of the Goods as Bailee for the Supplier and the Customer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Supplier and shall insure the Goods against all reasonable risks.
- g. In the event that the Customer sells or transfers the Goods to a third party before legal and beneficial title has passed to him under these Conditions, the proceeds of the sub-sale or transfer (or such proportion as is due to the Supplier) shall be held by the Customer on behalf of the Supplier. The Customer shall ensure that such moneys are held separately from, and are in no way mixed with, any other moneys or funds, and that all moneys held on the Supplier's behalf are identified as such.
- h. The Supplier may, in accordance with the provisions of the Companies Act 2006, register any charge created by these Terms and Conditions.
- i. The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Supplier, but if the Customer does so all money owing by the Customer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable.
- j. The Supplier reserves the right to repossess any Goods in which the Supplier retains title without notice. The Customer irrevocably authorises the Supplier to enter the Customer's premises during normal business hours for the purpose of repossessing

the Goods in which the Supplier retains title and inspecting the Goods to ensure compliance with the storage and identification requirements of sub-Clause 10.4.

The Customer's right to possession of the Goods in which the Supplier maintains legal and beneficial title shall terminate if:

- a. the Customer commits or permits any material breach of his obligations under these Conditions;
- b. the Customer enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986, the Insolvent Partnerships Order 1994 (as amended), or any other scheme or arrangement is made with his creditors;
- c. the Customer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;
- d. the Customer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Customer, notice of intention to appoint an administrator is given by the Customer or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer.

## 9. Confidentiality

Each Party undertakes that, except as provided by sub-Clause 15.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of the Contract and after its termination:

- a. keep confidential all Confidential Information;
- b. not disclose any Confidential Information to any other person;
- c. not use any Confidential Information for any purpose other than as contemplated by and subject to these Terms and Conditions and the Contract;
- d. not make any copies of, record in any way or part with possession of any Confidential Information; and ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-clauses 15.1.1 to 15.1.4 above.

Either Party may disclose any Confidential Information to:

- a. any sub-contractor or supplier of that Party;
- b. any governmental or other authority or regulatory body; or
- c. any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by these Terms and Conditions and the Contract, or as required by law, and in each case subject to that Party first informing the person, party or body in question that the Confidential Information is

confidential and (except where the disclosure is to any such body as is mentioned in sub-Clause 15.2.1.2 above or any employee or officer of any such body) obtaining and submitting to the other Party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause 15, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Contract, or at any time after that date becomes, public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.

The provisions of this Clause 15 shall continue in force in accordance with their terms, notwithstanding the termination of the Contract for any reason.

## 10. Communications

- I. All notices under these Terms and Conditions and under the Contract 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.
- II. Notices shall be deemed to have been duly given:
  - a. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or
  - b. when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or
  - c. on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
  - d. On the tenth business day following mailing, if mailed by airmail, postage prepaid.
- I. All notices under this Agreement shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party
- II. Force Majeure  
Neither Party shall 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.
- III. Waiver  
The Parties agree that no failure by either Party to enforce the performance of any provision in these Terms and Conditions or under the Contract shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.
- IV. Severance  
The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions or the Contract are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and, by extension, the Contract). The remainder of these and the Contract shall be valid and enforceable.

V. Third Party Rights

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

VI. Law and Jurisdiction

- a. These Terms and Conditions and the Contract (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.
- b. Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.



**ELECTROSERV LTD**

Registered in England No: 808998 VAT: 168173586