

## Terms & Conditions

Terms and conditions of installation, repair and services.

Unless otherwise agreed in writing, the installation, repair and service shall be subject to the following terms and conditions.

### Definitions

- "Services" means the engineering and associated services relating to the Customer's Equipment as set out in the proposal specified in our quotation or other agreed documents or discussions between us.
- "We", "us" and "our" mean the Aardvark electrical Services providing Services to you.
- "You" and "your" mean the person or company to which we are providing Services.
- "Customer's Equipment" means the equipment or material belonging to you, or for which you request us to provide services.
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### Incorporation of Conditions

- a) Any contract or agreement to do work made between you and us shall be subject to these conditions, and any terms you put forward do not apply.
- b) All other terms and conditions which might be implied by conduct or a previous course of dealing or trade custom are excluded from this contract.
- c) No amendment or change shall be made to these conditions.

### Quotations/Prices

- 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.
- A quotation is made on the assumption that the work requested is reasonably capable of being carried out. If on inspection this is found in our opinion not to be the case, we will advise you to this effect as soon as reasonably practicable, and may offer you a reconditioned or new substitute on terms to be agreed. If you give a general instruction for repairs without specifying the particular service or replacement parts, we will be entitled to carry out such repairs or, modifications or service as in our opinion are necessary to put the Customer's Equipment in good working order, and to make an appropriate charge for the work and parts provided.
- Provided your order is placed within sixty days of the date of the quotation, the price contained on the quotation shall be fixed unless the quotation states otherwise. If your order is not placed in that period, then if any change shall occur after that in the costs of any materials, labour, transport or other items, including overheads, which we have to pay or incur for the performance of the Contract, then you will pay the resultant price.
- If delivery and performance are postponed at your request or by circumstance within your control you will pay all resulting costs and expenses we incur.
- We will charge for all work carried out at your request, whether exploratory or otherwise and, in particular, we reserve the right to instruct our employees or agents to work overtime to comply with your delivery requirements in which case we may charge you the cost of such overtime.

### **Work on Site**

If the Services are to be carried out on your premises or at your request at some other site we will need free and safe access to the customer's Equipment, together with proper and safe storage and protection of all goods, tools, plant and equipment and materials we have on site. We may also require additional facilities to carry out the Services such as electricity. You will observe and comply with the latest Health and Safety at Work Legislation and ensure that the site is safe and without risk to the health and safety of all persons working there; and you will hold us harmless against all legal and regulatory proceedings, costs and charges in respect of your failure to do so.

### **Payment**

Unless otherwise agreed with you by us, we will issue an invoice for the full amount due on completion of the Services. All payments will be in pounds Sterling.

### **Warranty**

- We will take reasonable care of the Customer's Equipment whilst it is in our custody and make good any loss damage caused by our failure to exercise reasonable care, our liability being limited to the replacement value of the Equipment.
- We also undertake to use reasonable skill and care in carrying out the work and to use materials, which are suitable quality and free from defects.
- Unless otherwise agreed, we will rectify defective work and /or defective materials notified to us in writing within six months of the completion of the work and liability for defective work and/or defective materials is limited to the invoice value thereof. We will have no responsibility for other loss or damage, including (without limitation) loss profit or production, except as required by law.
- 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.

### **Termination of this Contract**

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 partnership, we may 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.

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.

### **Limitation of Liability**

**We accept that we are liable for any death or personal injury resulting from our negligence or the negligence of our employees or agents acting in the course of their employment. In relation to defects in goods sold to you by us, we may also be liable under the Consumer Protection Act 1987 or equivalent legislation, but only to the extent that such liability cannot lawfully be excluded.**

**Apart from our agreement to rectify any defects or errors in the Services as set out according to our Warranty terms and to replace or repair the Customer's Equipment where there is loss or damage to goods in transit as set out according to our Transportation terms:**

- Our maximum liability to you for the direct loss or damage, either under this Contract or arising from any act or omission, including negligence, will not exceed the total amount paid by you under this Contract, or such higher sum as a court may specify as reasonable up to a limit of £100,000; and**
- 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).**
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**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.**

**The limitations and exclusions in these conditions reflect the value of this Contract to us and are considered to be reasonable. If you require us to accept greater liability we may be prepared to do so subject to agreement of an additional charge to reflect the increased risk and cost of insurance to us.**

### **Force Majeure**

**We will not be liable to you for any failure to perform our obligations under this Agreement where that failure results from any cause outside our reasonable control, including but not limited to natural occurrences, disruption of power supplies, the action of third parties or industrial action.**

### **Disputes**

**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 NICEIC.**

**. 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.**

**You will not assign your rights under this Agreement without our express written approval. We may sub-contract the provision of certain of the Services at our discretion. No third party shall acquire any rights under this Contract except as specifically stated in these conditions.**

### **Notices**

**Any notice to be given by you or us must be in writing and may be delivered by facsimile or electronic mail. Notices to us should be sent to us at the address stated on our quotation, acknowledgement or invoice. Any notice given to you will be sent to you at the address**

supplied at the time of order. You and we are free to provide an alternative address for notices at any time. Facsimile notices will be assumed to have been delivered on the next working day after transmission, and notices sent by first class post will be assumed to have been delivered two working days after they are sent.

#### **Waiver**

Any express or implied by us of any failure by you to perform your obligations under this Agreement will not prevent the subsequent enforcement of those obligations. Similarly, any waiver we give will not be taken to be a waiver of any subsequent failure by you to perform that or any other obligation.

#### **Whole Agreement**

This Contract constitutes the entire agreement between us relating to the Services and overrides any prior correspondence or statements relating to the Services (including any statements or representations in any advertisements or literature produced by us relating to the Services).

#### **Validity**

If any provision of this Agreement is ruled to be valid for any reason, that invalidity will not affect the rest of this Agreement, which will remain valid and enforceable in all respects.

#### **Law**

This Agreement is governed by English Law.