



Terms and Conditions

1. General

(a) In the terms and conditions below (“**Terms and Conditions**”) the following **words bear the following meanings**:

“**The Company**” means Whitehall Electrical Limited.

“**The Client**” means the person, partnership or business for whom the Services are to be provided in accordance with the Contract.

“**The Services**” means the services to be supplied by the Company to the Client as specified in the Contract and any additional services that the Company and the Client agree in writing are to be provided by the company pursuant to the Contract.

“**Plant**” means any machinery and equipment that is subject of the Services.

“**Design**” means any design that is the subject of the Services.

“**Quotation**” means the document submitted to the Client by the Company entitled “Quotation” setting out the terms upon which the Company is willing to provide the Services and the Fee.

“**Fee**” means the amount to be charged by the Company for the Services subject to these terms and conditions: and

“**The Contract**” means the Company’s acknowledgement of the Client’s order for the Services, the Quotation (if any) and any document referred to in it, these Terms and Conditions and the Client’s order; if there is any conflict between these documents they shall have precedence in that order.

“**Payment**” means payment of the Fee in pounds sterling by the Client to the Company in respect of the Services.

- (b) Any waiver or concession made or latitude allowed by the Company to the Client shall not affect the rights of the Company under the Contract.
- (c) If in any particular case any of these Terms and Conditions shall be or be held to be invalid or shall not apply to the Contract, the other Terms and Conditions shall continue in full force and effect.
- (d) The headings to the clauses and paragraphs in these Terms and Conditions are intended for ease of reference only and shall not affect the construction of the said Terms and Conditions.

2. Formation of Contract

Any order for Services placed by the Client pursuant to a Quotation or otherwise must be in writing and the Company shall not be obliged to provide any Services until such order has been accepted in writing by the Company. The Contract shall be deemed to incorporate these Terms and Condition only and any terms and conditions on the Client’s order form or other similar document shall not form part of the Contract.

No amendment of any kind whatsoever to these Terms and Conditions shall be effective unless a Senior Manager duly authorised by the Company shall have agreed in writing to such amendment.

3. Validity of Quotation

A Quotation will remain valid for a period of 12 weeks from its date of issue unless an alternative period of validity is specifically stated in it. At the end of the applicable period no extension of the validity of a Quotation shall be valid unless confirmed in writing by the Company.

4. Scope of Services

- (a) The Services to be performed by the Company pursuant to the Contract shall be limited to those specified therein, and to those extensions of the Services specifically agreed in writing between the Company and the Client. In the event that any additional services are included the fee for such additional services shall be subject to prior agreement between the parties. The Services shall be performed solely within the United Kingdom unless the parties shall otherwise agree in writing. There will be an additional charge for Services to be performed outside the United Kingdom except where any such overseas service is agreed and specifically included in the Contract.
- (b) The completion date or period of time for performance of the Services shall be at the reasonable discretion of the Company. Any such date or period of time given for performance of the Services is given in good faith but without any responsibility on the Company's part, save as specified in Condition 9 below. In any event, any such date or period of time shall be calculated from the date of the Company's acceptance of the Client's order or (if later) from the date of the Company's receipt of all information necessary to enable the Company to perform the Services concerned.
- (c) Work of any kind in relation to the Plant or the Design that is not in the Contract but in the opinion of the Company necessary or desirable shall be reported to the Client. At the Client's request the Company shall (if capable of performing such work) submit a quotation for such performance PROVIDED ALWAYS that failure to bring such work to the Client's attention shall in no circumstances give rise to any liability whether in Contract, tort or otherwise on the part of the Company.
- (d) The Company shall, in the provision of Services, comply with the Electricity at Work Regulations 1989, the current 17th Edition Wiring Regulations BS 7671: 2008, Guidance Note 3 and BS 5266-1: 2005 and in doing so shall provide a level of service which is, so far as is reasonably practicable, in accordance with the Contract.

5. Cost of Services

- (a) Subject to these Terms and Conditions, the Company shall provide the Services to the Client and the Client shall pay the Fee to the Company.
- (b) The Company shall be entitled to charge and the Client shall be obliged to pay additional fees in each of the following circumstances (in each case being such additional fee as is reasonable having regard to but not restricted to the extra cost to the Company of performing the Contract):
- i. Where increased expenditure is incurred by the Company in the performances of the Services due to factors beyond its reasonable control including, but not limited to, alteration of tax legislation or rates of taxation, provided reasonable notice (so far as reasonably practicable) is given by the Company of its intention to charge such additional fees.
 - ii. Where any weekend working or work outside of normal working hours by the Company's staff is requested by the Client and agreed at any time by the Company, in which event the additional costs involved will be submitted for payment as work progresses unless such additional costs are specifically provided for in the Contract.
 - iii. (Without prejudice to any other rights of the Company) where return visits to premises are made by employees of the Company in order to perform the Services following failure to provide suitable access to premises or when a return visit is required to inspect repair or rectification work.
 - iv. Where the Client requests additional copies of reports or supplementary reports outside the agreed scope of the Services.

6. Payment

- (a) Unless otherwise agreed in writing each Payment to the Company in respect of the Services or otherwise to be made under the Contract shall become due two days after the date of issue of the Company's invoice (the 'Due Date') without set-off or deduction in respect of the Services provided by the Company to the Client and the final date for payment shall be thirty days after the Due Date.

(b) Time of payment shall be of the essence of the Contract. Without prejudice to its other rights, if any Payment due to the Company under the Contract is not made in full by the final date for payment the Company shall be entitled to levy interest on the unpaid balance at the highest rate permitted by the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) from the final date for payment to the ultimate date of receipt by the Company of the full amount due.

(c) The Company reserves the right to issue interim invoices on a monthly basis, save that a short term Contract of less than three months duration may at the Company's discretion be invoiced on completion of the Contract. Other periods of interim invoicing will be by specific prior agreement of the Company.

(d) The Client shall be obliged to notify the Company in writing within 14 days of the date of issue of an invoice if it disputes any part of it. If it shall not so notify the Company it shall be deemed to have accepted the invoice and shall be obliged to pay it in full.

7. VAT

Unless otherwise expressly stated in the Contract, the Fee shall not include Value Added Tax, which, where applicable, shall be added to the Fee and paid by the Client.

8. Access to Premises

(a) Where the Services are to be performed in whole or part at premises other than the Company's premises, the Client shall procure safe and uninterrupted access to such premises and provide reasonable facilities for the performance of the Services by the Company during the hours between 8.00am and 5.00pm of each working week day including, but not limited to, parking space, utilities or such other facilities as the Company may reasonably request. If performance at any other time is required by the Client and agreed by the Company, the Client shall procure such access and facilities at such time and the provision of clause 5 shall apply in respect of any additional costs incurred by the Company.

(b) The Client shall give the Company at least 28 days notice when the Company is required to carry out work forming part of the Services and the Company shall have no obligation to carry out such work without such notice but may at its sole discretion elect to do so.

9. Limitation of Liability

(a) Save as is set out below; the Company shall not be liable for any defect, omission, delay in or non-conformity of the Services with the terms of the Contract, or any other breach of contractor statutory duty or tortious act.

(b) Save as is set out below; the Company shall not be liable for any act, omission, neglect or default of the Company or its employees, agents, suppliers or sub contractors or any other breach of contract or a breach of statutory duty or tortious act.

(c) All warranties and conditions (whether express or implied by statute or common law or arising from conduct or a previous course of dealing or trade custom or usage or otherwise howsoever) as to the skill or care to be exercised in the performances of the Services or as to the time for performance of the Services are hereby expressly excluded.

(d) Without prejudice to the generality of Conditions 9(a) and 9(b), the Company shall not be liable for any claim, loss or damage of any kind whatsoever resulting from:

- i. Any circumstances beyond the reasonable control of the Company.
- ii. Any instructions given by or any act or omission of the Client, its employees, agents, suppliers or sub contractors in circumstances where the Company has indicated its prior objection to such instruction, act or omission.
- iii. Any defect verified during the performance of the Services or in any item of plant.
- iv. Any breach by the Client of any of the terms of the Contract.

(e) In substitution for all rights, which the Client would or might have, but for these Terms and Conditions, the Company undertakes that:

- i. It will carry out the Services with reasonable skill and care
- ii. In respect of any claim that any Services performed pursuant to the Contract are defective or are not otherwise in conformity with the Contract (being a defect or non-conformity which would or should have been reasonably obvious to the Client upon inspection of the items which have been the subject of the Services) or any claim for non-performance (including late performance), no liability will attach to the Company unless the claim is notified in writing by the Client to the Company within 14 days of completion of performance of the Services concerned for any defect or non-compliance and, for alleged non-performance, within 10 days of the final date for payment of the Company's invoice for such alleged non-performance

(f) If the Client fails to give notice within the periods specified in condition 9(e) above then the Services concerned shall be deemed to have been performed in all respects in accordance with the Contract and the Client shall be bound to accept and pay for such Services and all claims in respect of non-performance (including late performance), defect or non-compliance with the Contract shall thereafter be wholly barred.

(g) The Company shall not be liable for any costs, claims, damages or expenses arising out of any negligent act or omission or any breach of contract or statutory duty calculated by reference to profits, income, productions or accruals or loss of such profits, income, production or accruals or by reference to accrual of such costs, claims, damages or expenses on a time basis.

(h) The aggregate liability of the Company to the Client arising out of any tortious act or omission or any breach of contract or statutory duty, for any loss or damage of whatever nature and howsoever caused shall be limited to and in no circumstances shall exceed the lesser of:

- i. The cost of replacement or (if less) [repair] of the item which was the subject of the particular supply of Services which were performed negligently or in breach of contract or which resulted in the breach of statutory duty concerned (as the case may be); or
- ii. Such total Fee as would have been properly payable to the Company by the Client for the Services had the Company performed all of its obligations under the Contract; and in any event shall be limited to and in no circumstances shall exceed £250,000.00.

(i) Nothing in these Terms and Conditions shall have the effect of excluding or restricting the liability of the Company for fraudulent misrepresentation or for death or personal injury resulting from its negligence insofar as such exclusion or restriction is prohibited by United Kingdom statute.

10. Termination

(a) The Contract may be terminated forthwith by either party by written notice in the event that:

- i. The other party goes into liquidation (other than voluntary liquidation for the purpose of amalgamation or reconstruction).
- ii. An application is made to the court for the appointment of a receiver, administrator or administrative receiver of the whole or part of the assets of the other party; or
- iii. The other party ceases to trade.

(b) Without prejudice to any other right the Contract may be terminated forthwith by the Company by written notice in the event that:

- i. Any sum payable by the Client shall be in arrears for more than 28 days; or
- ii. The Client relinquishes ownership or control of the plant; or
- iii. The Client shall be in default under any of the other terms of the Contract and (where the default is capable of remedy) shall not have remedied such default within fourteen days of the date of a written notice given by the Company requiring such default to be remedied.

(c) Performance of the Services may be cancelled at any time by the Client giving not less than fourteen days notice in writing to

the Company and in such event:

- i. The Fee due to the Company for Services rendered up to the date of cancellation (plus any applicable tax) shall be paid by the Client and these Terms and Conditions shall remain applicable notwithstanding any such cancellation: and
- ii. Should the date of cancellation be seven days or less prior to the Company commencing provision of any of the Services to be rendered, then the Company shall be entitled to charge up to 100% of the Fee payable by the Client to the Company pursuant to the Contract in respect of those Services.

11. Force Majeure

The Company shall be entitled to delay or cancel performance of the Services or to reduce the amount of Services performed if and to the extent that it is delayed or hindered in performing the Services by any cause whatsoever beyond its reasonable control including but not limited to inclement weather, war, accidents, civil disturbance, fire, flood or strikes or other labour disputes. If the Company is so delayed or hindered in performing the Services the Company shall give written notice to that effect to the Client indicating to the best of the Company's knowledge the reason for and where possible the expected extent and duration of any delay or cancellation and the Company shall not be liable to the Client for any such delay or cancellation.

12. Novation Assignment and Sub-Contracting

The Client shall not novate the Contract, or assign the benefit or burden of the Contract or any part of it without the prior written consent of the Company, but the Company may novate the Contract or assign the whole or any part of the Contract to any person, firm or company and may employ the services of any sub-contractor for the purpose of fulfilling the whole or any part of the Company's obligations under the Contract. At the written request of the Company, the Client shall be obliged to agree to novation of the Contract and shall execute and/or procure the execution and doing all of such things or acts as may be necessary to perfect the novation.

13. Notices

All notices to be given pursuant to the Contract shall be in writing and shall be sent by first class mail or by facsimile transmission or email to the other party at its registered office or at such other address as it may from time to time designate in writing for that purpose. A notice shall be deemed to be given, if sent by mail, 48 hours after the proven time of posting, and for facsimile and email on the day following proven transmission.

14. Contracts (Rights of Third Parties) Act 1999

No person other than the Client or the Company is entitled to enforce any of the terms of this contract, whether by reason of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

15. Law

The Contract shall be governed by and constructed in accordance with the Laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.

We take protection of your personal data very seriously and treat your personal data confidentially and in accordance with the UK Data Protection Act. If you would like further details on how we use your data and how to exercise your statutory rights under the Act, please read the privacy notice on our website at www.whitehallelectrical.co.uk

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