

TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES

These Terms and Conditions are the standard terms of engagement for work undertaken by Matt Payne Electrical Ltd, a company registered in England and Wales under company number 09499747 whose registered office is 96 Castle Lane West, Bournemouth, BH9 3JU.

1. Definitions

1.1. In these Terms & Conditions, the following definitions apply:

'Contract' means the agreement between You and Us to carry out the works of which these terms form a part.

'Goods' means materials supplied by us.

"Operative" or "Engineer" means the representative appointed by Us to carry out agreed work or supply materials.

'Parties' means you and us, and 'Party' shall mean either one of us.

'Price' means the price payable for Works.

'We/Us/Our' means Matt Payne Electrical Ltd and includes all employees and agents of Matt Payne Electrical Ltd.

'Works' means the works described in Our Quotation or any other document or email issued by Us, as may be varied by agreement in writing between the parties.

'Writing' includes electronic mail, facsimile transmission and comparable means of communication.

'You/Your/Yours' means the person or organisation for whom We carry out work or supply materials.

2. Acceptance of Works (The Contract)

2.1. Any Quotation given by Us shall not constitute an offer and is only valid for a period of 30 days from its date of issue.

2.2. These Terms & Conditions and any Quotation provided by Us constitute the entire Contract between You and Us.

2.3. The contract is considered to start when You have confirmed, in writing, your acceptance of Our Quotation and we have confirmed with you a date for the work to begin.

2.4. Due to the unique nature of every job, specific terms and conditions may apply to a contract. These will be included with our Quotation and highlighted to You.

2.5. Any illustrations, descriptions, imagery either displayed on Our website, in marketing materials (both offline and online), catalogues, price lists or other are intended merely to present a general idea of works and services provided by Us. No part of these shall form part of any contract.

2.6. These Terms & Conditions apply to the Contract to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.7. No addition, alteration, substitution or waiver of these terms and conditions will be valid unless expressly accepted in writing by us or a person authorised to sign on our behalf.

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3. Sub-Contracting

- 3.1. Where working as a sub-contractor We will require suitable Health, Safety and Welfare facilities to be provided in line with The Construction (Design and Management) Regulations 2015.
- 3.2. Where working as a sub-contractor We will require a lead time to carry out the works of seven (7) working days' notice prior to the submission of all required Risk Assessments, Method Statements and agreed program of works. Any change to the required start date if within this period may attract further charges and delays at no costs to Us.
- 3.3. Where working as a sub-contractor We will require access to power and water supplies at no extra charge to Us.

4. Quotations

- 4.1. Any Quotation supplied by Us can be withdrawn by Us at any time before receipt of an unqualified acceptance from You and shall be deemed withdrawn if it has not been accepted within 30 days from its date.
- 4.2. The quotation is based on the visual inspection and assumed condition of the building, unless stated otherwise with evidence of a written description or detailed plans from the structural engineer or architect. Any change to those conditions found to exist as work proceeds may result in additional charges to those initially indicated and We will not be held liable.
- 4.3. We reserve the right to increase the price prior to any works being carried out, equivalent to the increase of cost to Us including additional materials, labour, equipment hire and transport since the date of the provided Quotation (either done so in writing, email or orally), unless the final price exceeds the quoted price by more than 10%, by which You may cancel the contract provided You do so prior to any works commencing (including the order of materials or equipment hired).
- 4.4. Any Quotation provided by Us may be revised in the following circumstances:
 - 4.4.1. If after the submission of the Quotation by Us, You instruct Us (whether in writing or orally) to provide additional works or services not referenced or detailed within the estimate.
 - 4.4.2. If following the submission of the Quotation by Us, there is an increase in the cost of materials to be supplied
 - 4.4.3. If following the submission of the Quotation by Us, it is discovered further works and services need to be carried out which had not been anticipated, for example, to bring an existing installation up to standard before any extension or modification can be done.
 - 4.4.4. If following submission of the Quotation or works carried out, it is discovered that there was a manifest error when the Quotation was prepared.
- 4.5. We will not be under any obligation to provide a Quotation to You. We will only be bound to Quotations provided in writing to You, which have also been signed by Our authorised representative. We will not be bound by any Quotations provided orally.
- 4.6. Any additional Works or variations to the Works will only be undertaken upon acceptance of a separate agreement with all costs to be agreed by both parties, in writing, before the new or amended Works commence.

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4.7. You will reimburse Us for any and all expenses incurred (including labour, materials and equipment hire) upon acceptance of a Quotation which You subsequently cancel.

5. Prices and Payment

- 5.1. The Price as stated in the Contract does not include Value Added Tax ("VAT"). VAT will be charged at the prevailing rate. Our VAT registration number is GB 208 5798 76. All payments are due in Pounds Sterling.
- 5.2. All Works are subject to a minimum charge of £75 + VAT which covers up to one (1) hour of labour. This minimum may be increased in the case of emergency (same day) works.
- 5.3. Where the quoted value of the works exceeds £300 + VAT we reserve the right to request an advance payment of 50% of the quotation value. Work will not commence until this advance payment has been received.
- 5.4. For works requiring multiple visits to the site the balance, less any advance payment, will be payable in stage payments as outlined in Our quotation.
- 5.5. For works completed in a single visit to site, the balance, less any advance payment, will be payable on completion of the work.
- 5.6. All invoices are payable as per the terms specified on the individual invoice.
- 5.7. Our preferred method of payment is by BACS/Faster Payment. Our bank details are on Our Invoice. We also accept payment by Debt or Credit Card online. Cheque and cash payments will be accepted only by prior agreement.
- 5.8. Where You are represented by a third-party person(s) or agent(s) (such as a managing agent, landlord, tenant or other occupier, friend, family, contractor or other representative), in the event of non-payment by You, the third party will be responsible for full payment unless We have agreed otherwise in writing prior to any works commencing.
- 5.9. Any queries relating to an invoice must be received within seven (7) days from the date of the invoice. Until a query is resolved you remain liable to pay the undisputed part of an invoice within the original timescale detailed on it.
- 5.10. If payment of the price or any part thereof is not made by the due date, We may:
 - 5.10.1. Cancel the Contract or suspend any further provision of the services to You with immediate effect. Any such period of suspension shall be disregarded for the purpose of contractual time limits previously agreed for the completion of the services;
 - 5.10.2. Exercise Our statutory right to charge interest at 8% above the Bank of England base rate on late business debts under provisions in the Late Payments of Commercial Debts (Interest) Act 1998;
 - 5.10.3. Apply a charge of £10 (to cover administrative expenses and not as a penalty) per reminder for overdue payment submitted to You. We shall be entitled to submit such reminders on a weekly basis once the fees have become overdue;
 - 5.10.4. Charge You the costs of recovery of any outstanding amount including legal costs and disbursements.
- 5.11. Unless otherwise agreed, We will not provide or issue any guarantees, certificates or other similar documents to You for works, until payment has been made and received in full.

6. Quality of Goods

- 6.1. It is Our responsibility to supply You with goods that meet Your consumer rights. If You have any concerns that We have not met Our legal obligations, please contact Us.

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6.2. The terms of these Conditions shall apply to any repaired or replacement Goods supplied by Us under clause 6.1 above and 9.2 below.

7. Supply of Services

- 7.1. We shall undertake the work in accordance with the Quotation in all material respects.
- 7.2. Time frames and dates of delivery are provided for guidance only and We make no guarantee that the services will be performed within the specified period. For the purposes of this agreement, time shall not be of the essence and We shall not be liable for any loss or damage suffered by You as a result of the delivery of services being delayed or postponed for any reason.
- 7.3. We shall have the right to make any changes to the work which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the work, and We shall notify You in any such event.
- 7.4. On submission of a Smart Home Design, Your rights to use that design do not pass to You until We have received payment of the requested advance payment for the installation of that design.
- 7.5. The cost of the removal of any waste materials (excluding packaging of materials supplied by You) will be included in Our Quotation.
- 7.6. In the unlikely event of any Asbestos type materials being found during Our work You must take responsibility for employing, at your own cost, a specialist company, under a separate contract, to remove and dispose of it.
- 7.7. We will perform the Services using our own staff and sub-contractors.
- 7.8. We warrant to You that the works will be carried out using reasonable care and skill.

8. Guarantees

- 8.1. Any guarantee provided by Us shall be for labour only, in respect of faulty workmanship from 12 months of the date of completion as
- 8.2. Any parts, equipment or components supplied by Us will be covered by their respective manufacturer's warranty, terms and conditions and response times. It is Your responsibility to register these warranties.
- 8.3. Our guarantee will become null and void if the work/appliance completed/supplied by Us has been:
 - 8.3.1. Subject to misuse or negligence
 - 8.3.2. Repaired, tampered with or modified by anyone other than Our operative.
- 8.4. We accept no liability for (or guarantee suitability for) materials supplied by You or other third parties and will not accept liability for any damage or faults as a result.
- 8.5. We are unable to guarantee any work which has been undertaken on instruction by You, against Our advice or recommendations. This includes work on installations which are of inferior quality or which are over 10 years old.
- 8.6. We will not be liable or responsible for any damage or defect arising from work not fully guaranteed or where recommended work has not been carried out.
- 8.7. We will not guarantee work where You have been notified either verbally or in writing by Us of any related work which requires attention.

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8.8. We will only guarantee work directly undertaken by Us and Our operatives. Any work carried out on Our behalf by agents or sub-contractors will be guaranteed under their own respective policies.

9. Title and risk

9.1. The risk in the Goods shall pass to You on completion of delivery.

9.2. Title to the Goods shall not pass to You until We receive payment in full from You for the related invoice or for any other of Our invoices for goods or services supplied to You that have become due, in which case title to the Goods shall pass at the time of payment of all such sums.

9.3. If before title to the Goods passes to You, You become subject to any of the events listed in clause 17.1 or fail to make payment for the goods when requested then, without limiting any of Our other right or remedies, we may at any time;

9.3.1.1. require You to deliver up all Goods in your possession which have not been irrevocably incorporated into another product; and

9.3.1.2. if You fail to do so promptly, enter any premises of Yours or of any third party where the Goods are stored in order to recover them.

10. Your obligations

10.1. You shall:

10.1.1. co-operate with Us in all matters relating to the work to be undertaken;

10.1.2. provide Us, Our employees, agents, consultants and subcontractors, with access to Your premises and other facilities, such as power and water, as reasonably required by Us to undertake the work;

10.1.3. provide Us with such information and materials as We may reasonably require to undertake the work, and ensure that such information is accurate in all material respects;

10.1.4. prepare Your premises for the undertaking of the work; including but not limited to provision of a suitable working environment (for example emptying, moving and covering of furniture and precious items);

10.1.5. obtain and maintain all necessary licences, permissions and consents which may be required for the work before the date on which the work is to start;

10.1.6. obtain permission for Us to proceed over property belonging to neighbours or third parties if this is necessary. You shall indemnify Us in all aspects of claim from neighbouring/third party properties arising out of Our presence or that of Our representatives.

10.1.7. keep and maintain all materials, equipment, documents and other property of Ours (Our Materials) at Your premises in safe custody at Your own risk, maintain Our Materials in good condition until returned to Us, and not dispose of or use Our Materials other than in accordance with Our written instructions or authorisation; and

10.1.8. where the area has restrictions on parking, submit permission or provide a parking permit for Us for such period as the duration of the job.

10.2. By instructing Us to proceed with any works as agreed, it is thought by Us that You have sought the necessary permission as set out above. You will be liable to Us for all loss and

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damage whether indirect, direct or consequential which has been suffered by Us as a result of the failure or delay by You in performing the obligations as detailed above.

10.3. If Our performance of any of Our obligations in respect of the work is prevented or delayed by any act or omission by You or failure by You to perform any relevant obligation (Customer Default):

10.3.1. We shall, without limiting Our other rights or remedies, have the right to suspend performance of the work until You remedy the Customer Default, and to rely on the Customer Default to relieve Us from the performance of any of Our obligations to the extent the Customer Default prevents or delays Our performance of any of Our obligations;

10.3.2. We shall not be liable for any costs or losses sustained or incurred by You arising directly or indirectly from Our failure or delay to perform any of Our obligations as set out in this clause 10.3; and

10.3.3. You shall reimburse Us on written demand for any costs or losses sustained or incurred by Us arising directly or indirectly from the Customer Default.

11. Data Protection

11.1. 'Data Protection Legislation' refers to The Data Protection Act 2018 and any secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time.

11.2. All personal information that We may collect (including, but not limited to, Your name, postal address, email address and telephone number) will be collected, Used and held in accordance with the provisions of Data Protection Legislation as defined above.

11.3. How We collect, Use, and store Your personal information is set out in Our privacy policy.

11.4. In certain circumstances, and with Your consent, We may pass Your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Legislation as defined in above and should Use and hold Your personal information accordingly.

11.5. We will not pass on Your personal information to any other third parties for marketing purposes without first obtaining Your express consent.

12. Limitation of liability

12.1. Our liability shall be limited to:

12.1.1. the repair or making good of any defect in accordance with Our undertaking in paragraph 13 below, and subject to paragraph 7 above.

12.1.2. the reasonable costs of repair or reinstatement of damage or any loss to Your property, should this result from Our negligence, and You incur such costs.

12.2. We will not hold any responsibility for any damage suffered to a part of any property where the damage is in whole or in part a consequence of a defect or weakness in that part of the property.

12.3. We will not hold responsibility or liability for damage caused whilst investigating and repairing any electrical work. This includes but not limited to; the removal of panels or furniture, tiles and tiling, floor coverings (carpet, rugs, laminate, wood, tiles etc), internal and external walls where cabling is/must be routed and other damages as a result.

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12.4. If damage to plaster and brickwork is caused it will be Your responsibility to make good. We cannot accept responsibility for any damage to wallpaper, paintwork, tiles, carpet, furniture etc. Any silicone work does not carry any guarantee.

12.5. It is Your responsibility to protect items of furniture, furnishings, fixtures and fittings. We will make reasonable efforts not to cause damage. We suggest You remove items that are considered to be a problem. If items remain within the working area, it Your responsibility to cover such items.

12.6. Nothing in these conditions excludes or limits Our liability for death or personal injury resulting from Our negligence and that of Our employees or agents, or for fraud or fraudulent misrepresentation.

12.7. This clause 12 shall survive termination of the Contract.

13. Defects

13.1. Subject to paragraph 7.1 and the exclusions listed below, We undertake to make good and repair any defect in completed work, which appears within twelve months of the complete date of the same, to the extent that such defect arises from the breach of Our obligations under this contract.

13.2. You must notify Us in writing of any defects within this period, and We and Our insurers must be provided the opportunity to inspect the work and any alleged defect.

13.3. This inspection shall only apply to work carried out and completed by Us that has been paid in full by You.

13.4. Following the inspection and it transpires the alleged defect is not the result of any work or service carried out or provided by Us, We reserve the right to make a charge to You for the inspection visit at Our standard rate.

13.5. We reserve the right to not carry out any work where You cannot provide sufficient evidence that the work was originally carried out by Us, or where full payment has not been received for said work.

13.6. Exclusions are:

13.6.1. Any parts or materials supplied by Us will only be provided with the manufacturers or suppliers guarantee and are not guaranteed by Us.

13.6.2. Any systems or structures which have not been installed by Us.

13.6.3. Any defects resulting from the misuse, wilful act or faulty workmanship by You or any other third party working for or under Your direction.

13.6.4. Any structural defects, such as but not limited to subsidence and its resultant effect.

14. Intellectual Property Rights

14.1. All Intellectual Property Rights in or arising out of or in connection with the Works shall be owned by Us.

14.2. For Smart Home Design we grant you a non-exclusive licence to use the design for any purpose related to the project (such as the operation, repair, maintenance or reinstatement of the system) but such use shall not include a license to share and use the design with another installer. This use is subject to payment of the required advance payment for the installation of the design.

14.3. You acknowledge that, in respect of any third-party Intellectual Property Rights in the Services, Your use of any such Intellectual Property Rights is conditional on Us obtaining a

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written licence from the relevant licensor on such terms as will entitle Us to license such rights to You.

15. Notice of Your Statutory Right to Cancel (Individuals only)

- 15.1. If You are an Individual (consumer) you have a statutory right to cancel this contract within fourteen (14) calendar days starting on the day you accepted our estimate.
- 15.2. You should send your cancellation notice to Us in writing via post or email.
- 15.3. Notice of cancellation is deemed to be served as soon as it is posted/sent.
- 15.4. If you accept a written quotation and agree that work may commence before the fourteen (14) calendar day cancellation period expires, then subsequently cancel in accordance with your rights, you are advised that reasonable payment may be due for any work carried out, including labour at the applicable rate.

16. Cancellation

- 16.1. If You wish to cancel an order (for individuals AFTER your fourteen (14) day statutory cancellation period), You must give us 24 hours' notice in writing or by telephone. In such instances We are entitled to invoice You for any losses, including, but not limited to materials, restock charges incurred (for taking materials back), labour, sub-contractor charges, mileage and expenses already incurred by Us.
- 16.2. Where the work is booked by a third-party person(s) or agent(s) (such as a managing agent, landlord, tenant or other occupier, friend, family, contractor or other representative), it is the responsibility of the third party to ensure that the occupant of the premises is expecting Us and available to let Us in. In the event of Us being unable to gain access to the premises, or any part of the electrical installation, the third party will be responsible for paying the minimum charge plus any additional expenses incurred as noted in clause 16.1.
- 16.3. Any advance payment received will be offset against any invoice raised upon cancellation. Should there be an excess We will refund this to you within seven (7) calendar days.

17. Right of Termination

- 17.1. We reserve the right to terminate the Contract with immediate effect in the event of any of the following:
 - 17.1.1. that You become insolvent or enter into some form of insolvency arrangement.
 - 17.1.2. that You suspend, threaten to suspend, cease or threaten to cease to carry on, all or substantially the whole of Your business;
 - 17.1.3. that You (being an individual) die or, by reason of illness or incapacity (whether mental or physical), are incapable of managing Your own affairs or become a patient under any mental health legislation.
- 17.2. If either Party breaches a material provision under this Contract, the non-defaulting Party may terminate this Contract immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
- 17.3. Without limiting Our other rights or remedies, We may terminate this Contract with immediate effect by giving written notice to You if You fail to pay any amount due under this Contract on the due date for payment.
- 17.4. All notices of termination of the Contract should be submitted to the other Party in Writing.

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18. Consequences of Termination

18.1. On termination of the Contract for any reason:

18.1.1. You shall immediately pay to Us all of Our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, We shall submit an invoice, which shall be payable by You immediately on receipt;

18.1.2. You shall return all of Our Materials which have not been fully paid for. If You fail to do so, then We may enter Your premises and take possession of them. Until they have been returned, You shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

18.1.3. the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

18.1.4. clauses which expressly or by implication have effect after termination shall continue in full force and effect.

19. Events Outside of Our Control (Force Majeure)

19.1. We will use all reasonable efforts to carry out and complete the works on time but shall not be liable to You or any third party if the works prove impossible due to events or circumstances beyond Our reasonable control.

19.2. If the delay persists for such time as We consider unreasonable, We may, without liability on Our part, terminate the contract.

19.3. If an event outside of Our control occurs and You wish to cancel the Contract, your notice of cancellation must be made in writing to Us and will be subject to clause 18.

20. Complaints, Communication and Contact Details

20.1. If You wish to contact Us with questions or to exercise your statutory right to cancel, please contact Us by telephone on 01722 449114 or write to Us at Our office address, 63 Roman Road, Salisbury, Wiltshire, SP2 9BN.

20.2. We are committed to providing you with a high-quality service and to that end we are members of NICEIC. If you are dissatisfied with our services in any way, we ask that you contact us first to give us the opportunity to rectify the issue. If you feel we have not adequately addressed your complaint you can contact the NICEIC and raise your concerns with them. <http://www.niceic.com/find-a-contractor/complaints/complaints-resolution-process>

21. Other Important Terms

21.1. If any of the provisions of the Contract are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Contract.

21.2. The Contract between You and Us for the Works shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by You, without Our prior written consent.

21.3. No failure or delay by Us in exercising any of Our rights under this Contract means that We have waived that right, and no waiver by Us of a breach of any provision this Contract means that We will waive any subsequent breach of the same or any other provision.

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21.4. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

21.5. A person who is not a party to the Contract shall not have any rights to enforce its terms.

22. Governing Law and Jurisdiction

22.1. This Contract shall be governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the courts of England & Wales.