



COMPANY POLICIES

TERMS & CONDITIONS OF SALE

These Terms and Conditions apply to all Commercial and Industrial electrical works carried out by us, The Specialist Electrical Group (including its subsidiaries) a company registered in England and Wales under number 11464567, whose registered office address is at Unit 4 Grovelands, Boundary Way, Hemel Hempstead, Hertfordshire, England, HP2 7TE to as “the Company/we/us/our”).

These Terms and Conditions apply to Commercial and Industrial Customers only. If you are a Consumer, please refer to our alternative terms and conditions.

Definitions and Interpretation

1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:
“Customer/you/your” means the Commercial or Industrial business entering into the Contract with us. Where an individual is entering into the Contract on behalf of a business, the individual confirms they have the authority to enter into this Contract on behalf of that business and the business will be our Customer in the context of this Contract;
2. “Commercial/Industrial” means any Customer that is not a Consumer (as defined in the Consumer Rights Act 2015); “Contract” means the contract formed in accordance with clause 2 which will incorporate, and be subject to, these Terms and Conditions;
3. “Quotation” means our written quotation to provide the Services, which remains open for acceptance for a period of 30 days unless otherwise specified and sets out our entire scope of works; “Services” means the maintenance, installation, testing, inspection, wiring, EICR and any other electrical works to be provided by us to you; and
4. “Site” means the premises at which our Services are to be provided.
5. Unless the context otherwise requires, each reference in these Terms and Conditions to:
 1. “writing” and “written” includes emails;
 2. a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 3. “Terms and Conditions” refers to these Terms and Conditions as may be amended or supplemented at the relevant time;
 4. a clause refers to a clause of these Terms and Conditions; and
 5. a “party” or the “parties” refer to the parties to these Terms and Conditions, and any reference to a party includes its employees, agents and sub-contractors.
6. The headings used in these Terms and Conditions are for convenience only and will have no effect on their interpretation.
7. Words imparting the singular number include the plural and vice versa. References to persons include corporations.

The Contract

1. We will arrange to visit the Site where necessary and will send a written Quotation, setting out the Services to be provided and our fees. A legally binding Contract will be formed as soon as you accept our Quotation, electronically or otherwise, or place an order with us. The Contract will include the acceptance of these Terms and Conditions, which will apply between you and us.
2. You are responsible for the accuracy of any information submitted to us and for ensuring that the Quotation reflects your requirements. Our Quotation is based on the information provided to us at the time of its preparation. Should any errors or discrepancies become evident which affect the order value, we reserve the right to adjust it.
3. No terms or conditions stipulated or referred to by you in any form whatsoever will in any respect vary or add to these Terms and Conditions unless we agree otherwise in writing.
4. If we agree to quote from measurements, drawings and/or other information you provide, we will charge if additional works are required due to changes or factors, we were unaware of at the time of providing the Quotation.

The Services

1. We will ensure that our Services are carried out with reasonable care and skill in accordance with our accepted Quotation.
2. We may provide samples, sketches or similar documents before commencing our Services, but these are intended for illustrative purposes only and are not intended to provide an exact specification of the works, or to guarantee specific results.
3. Any design work we carry out will be to specifications provided by you, your architect or other third party.
4. It will be your responsibility to dispose of all waste that results from our performance of the Services, unless otherwise agreed.
5. Where we are supplying goods or materials, we reserve the right to make minor, non-aesthetic alterations to the specification described in our Quotation without consulting you first.
6. The responsibility (also referred to as the “risk”) for any goods or materials we supply remains with us until they have been delivered to you, at which point it will pass to you. However, you will not own the goods or materials until we have received payment for the works in full.
7. If we leave any goods, materials, tools, plant or equipment at the Site during the provision of the Services, you will be responsible for their protection and insurance. We will charge if any such goods, materials, tools, plant or equipment become damaged or go missing.
8. Where goods or materials have been supplied by you, we accept no responsibility for them or for any faults in them. If we are delayed in carrying out our Services because of such goods or materials (if, for example, their delivery is delayed), we reserve the right to charge for costs incurred by us as a result. Any return visits required due to faults in any goods or materials supplied by you will be chargeable.
9. Additionally, you are responsible for ensuring that:
 1. the Site is suitable for our Services to be carried out;
 2. if any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, these have been obtained by you before we begin the Services. If we require access to neighbouring land, it is your responsibility to ensure that access is granted;
 3. if you are aware of any underground services, pipes, ducts or anything similar in the vicinity of our works, you have notified us in advance;
 4. welfare facilities and where necessary, Wi-Fi, gas and water, are provided at no cost to us, to enable us to carry out our Services.

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10. If you fail to comply with any of your responsibilities in these Terms and Conditions, we will not be held liable for any delays as a result and we reserve the right to recover any costs we may incur, such as for storage of equipment or non-productive visits to the Site.

Programme, Access and Site Visits

1. Our normal working hours are Monday – Friday, 7.30am – 16.30pm excluding public holidays, unless stated otherwise in our Quotation. Services or deliveries required outside of these times may incur additional costs.
2. Any programme dates we may provide are an estimate only. We will use all reasonable endeavours to meet any agreed programme dates but we may be delayed by factors outside of our control, such as adverse weather, therefore time will not be of the essence in the performance of our Services.
3. Any site visits will be carried out at a time agreed between you and us in advance. We require a minimum of 2 working days' notice to cancel or rearrange an agreed site visit. If we do not receive the required notice, or if our engineer(s) and delivery vehicle(s) are unable to gain access to the Site on the agreed dates and times to carry out the works, we reserve the right to charge for the aborted visit.
4. Our Quotation is based on being able to complete our works in one continuous visit, or where we are carrying out the works in phases, each phased visit is to be continuous. If the Site is not available or ready for our works to commence, and/or if we are prevented from continuous working through to completion and/or if we are required to complete out of sequence works, we reserve the right to recover any costs incurred by way of delay or abortive visits, such as for storage of materials or non-productive visits to the Site.
5. If we have to reschedule or cancel a scheduled Site visit, we will contact you as soon as possible to minimise disruption.

Fees and Payment

1. You agree to pay the fees as set out in our Quotation in accordance with these terms of payment.
2. We reserve the right to request payment by way of a deposit, or in full up front, at our discretion.
3. We also reserve the right to charge interim staged payments at various milestones as the works progress. In this event, we will notify you of the expected milestones in our Quotation.
4. No testing, commission certificates, guarantees, warranties or other handover paperwork will be issued until we have received payment of the full Contract sum.
5. All prices quoted are in pounds sterling, inclusive of any Main Contractor's Discount (MCD) and subject to Value Added Tax at the current rate.
6. All invoices are payable strictly within 30 days of the date of invoice, in pounds sterling, without set-off, withholding or deduction. We do not accept retentions unless we expressly agree otherwise in our Quotation.
7. You will also be required to pay for any additional Services, goods or materials we may provide at your request, together with mileage and travel expenses.
8. Our Quotation, where appropriate, allows for the cost of importing materials based upon the rates of exchange, tax or duty and labour rates prevailing at the date of our Quotation, which may be subject to fluctuations. In the event of any adjustment in such rates, we reserve the right to adjust our Contract value.
9. Time for payment is of the essence of the Contract. If you fail to make any payment to us in full by the due date then, without prejudice to any other rights which we may have, we will have the right to suspend the Services, suspend all further delivery of materials, recover any materials in accordance with clause 3.5, and charge interest from the due date until payment is made in full, both before and after judgment, at the rate of 8% per annum over the Bank of England base rate from time to time in force, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. We will also charge for any costs we may incur in attempting to recover any outstanding debt.
10. We are happy to enter into a third-party collateral warranty agreement, subject to receipt of a fee of 2.5% of the value of our works and our agreement of the wording and which includes a condition that provides for a maintenance contract being in place with us for the period of liability under such collateral warranty. Any collateral warranty given by us, or any other separate agreement, will become null and void if payment is not made in accordance with this clause 5.
11. We do not provide a parent company guarantee or any type of performance bond.

Variations and Amendments

1. If you wish to vary the Services to be provided, you must notify us in writing as soon as possible. We will endeavour to make any required changes and will invoice you for any additional costs incurred as a result.
2. If we have to make any change in the arrangements relating to the Services, we will notify you immediately. We will endeavour to keep such changes to a minimum and will seek to offer you arrangements as close to the original as reasonably possible in the circumstances.
3. Any agreed variation or amendment will be carried out in accordance with these Terms and Conditions and any price increase necessitated as a result will be payable in accordance with clause 5 above.

Guarantee

1. We guarantee that, with the exception of normal wear and tear, our workmanship will be free from any and all defects for a period of 12 months following completion of the Services. If any defects appear due to no fault of yours during this period, we will rectify any and all such defects at no cost to you.
2. Where goods or materials have been supplied by us, we will provide a guarantee, which will be limited to the extent of the guarantee provided to us by the manufacturer's guarantee or warranty (if any).
3. Any guarantee we offer is not transferrable and is subject to us having received payment under the Contract in full.
4. In accordance with clause 5.4, we reserve the right to withhold guarantees, warranties and other required documentation until such time as any payments due under the Contract are received in full.

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5. Any guarantee is also subject to you (and any third party):
 1. providing us with written notice within 5 days of becoming aware of any such defect;
 2. ensuring that no person modifies, adjusts or interferes with the Services provided by us, without our prior approval;
 3. following all instructions issued by us upon completion of the Services, including maintenance instructions.
6. If we attend Site and discover that any damage, problems or other issues are not covered under the terms of the guarantee, then this visit and any rectification works will be chargeable.
7. Any repair work carried out or replacement goods or materials supplied within the guarantee period will also be covered by the guarantee, but only for the remainder of the original guarantee period.

Cancellation and Termination

1. Once the Contract is formed, you are not entitled to cancel it, except with our prior written agreement. We reserve the right to levy reasonable cancellation charges against you including, but not limited to, the cost of goods and materials purchased, any restocking costs, administration costs, procurement costs and loss of profit, and these will fall due for payment immediately. No refunds will be issued for payments made in advance.
2. We may terminate the Contract for any reason at any time, by giving you 7 days' written notice.
3. Either party has the right to terminate the Contract immediately if the other party commits a material breach of the Contract and fails to remedy that breach within 14 days of receiving notice of the breach, or if the other goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation), if a receiver is appointed in respect of the whole or any part of its assets, or if anything similar occurs in relation to either party.
4. In the event of termination:
 1. If payments due under the Contract will become due and immediately payable. In respect of goods, materials or Services provided but for which no invoice has been submitted, we will be entitled to submit an invoice, which will become immediately due and payable;
 2. any and all obligations of the parties which either expressly or by their nature continue beyond the termination, cancellation or expiration of the Contract will survive termination on a pro-rata basis.
5. The rights to terminate the Contract given by this clause 8 will not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

Confidentiality:

1. Both parties agree that they will not use any confidential information provided by the other, except to perform their obligations under the Contract. Each party will maintain the information's confidentiality and will not share it with any third party, unless so authorised by the other party in writing or unless required to do so by law.

Literature and Representations:

1. Any marketing literature is presented in good faith as a guide to represent the Services offered and does not form a part of the Contract. None of our employees or agents are authorised to make any representation concerning the Services unless confirmed by us in writing. In entering the Contract, you acknowledge that you do not rely on and waive any claim for breach of any such representations, which are not so confirmed.

Intellectual Property

1. Subject to a written agreement to the contrary, we retain ownership in all reports and other intellectual property which may subsist in the provision of the Services. Nothing in the Contract will vest any ownership rights in you. We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of such intellectual property rights.
2. You warrant that any document or instruction furnished or given by you will not cause us to infringe the intellectual property rights of any third party and will indemnify us against all loss, damages, costs and expenses awarded against or incurred by us in settlement of any claim for infringement of any intellectual property rights which results from our use of your information.
3. Any reports and other documentation we may provide will be submitted in our normal standard format only. If additional copies or specific requirements are requested, we reserve the right to apply additional charges.

No Employment:

1. Nothing in the Contract will render or be deemed to render us an employee or agent of yours or you an employee or agent of ours.

Assignment and Sub-Contracting

1. You may not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under the Contract.
2. We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under this Contract, without obtaining your consent.

Liability and Indemnity

1. Nothing in these Terms and Conditions excludes or seeks to exclude our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation.

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2. Except as provided in clause 14.1 above, we will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained herein, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by our employees, agents or otherwise) in connection with the performance of our obligations under the Contract. All warranties or conditions whether express or implied by law are hereby expressly excluded to the maximum extent permitted by law.
3. In the event of a breach by us of our express obligations under these Terms and Conditions, your remedies will be limited to damages, which in any event, will not exceed the fees and expenses paid by you under the Contract in the preceding 6-month period.
4. You must not use or permit to be used the whole or any part of the works the subject of the Contract before they have been completed and handed over by us and in the event of any such unauthorised use, we will not be liable for any loss or damage arising as a result.
5. Where we have specifically contracted in writing to deliver or complete the works within a specified time or by a specified date and we are in delay for reasons other than provided for under the Contract, then, to the extent that we are liable to pay damages to you, the payment of damages will be equal to 1% of our net Contract value (excluding any provisional sum) for each week of delay subject to a maximum liability of 5% of our net Contract value (excluding any provisional sum) in full satisfaction of any liability for delay whatsoever, and, where we are a sub-contractor and you are a main contractor, damages pursuant to this clause will only become payable to you when you are liable to pay damages under the main contract as a direct result of our delay and this will be in full satisfaction of any liability for delay whatsoever in the performance of our works.
6. You agree to indemnify us against all damages, costs, claims, and expenses suffered by us as a result of your actions or inactions, including those of your agents or employees.

Extension of Time:

1. If our completion date is delayed as a result of a relevant sub-contract event, such as a variation, an impediment, direction, prevention or default of the main contractor, lack of equipment availability, adverse weather or any event beyond our control, and we give notice to the main contractor of such delay, the main contractor will grant an extension of time as estimated to be fair and reasonable in the circumstances.

Force Majeure:

1. Neither party will be liable for any failure or delay in performing their obligations under the Contract where such failure or delay results from any cause 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, acts of terrorism or war, pandemic, epidemic, governmental action or any other event beyond the control of the party in question.

No Waiver:

1. No failure or delay by either party in exercising any of its rights under the Contract will be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of the Contract will be deemed to be a waiver of any subsequent breach of the same or any other provision.

Severance:

1. In the event that one or more of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) will be deemed severed from the remainder of these Terms and Conditions (and the Contract, as appropriate). The remainder of these Terms and Conditions will be valid and enforceable.

Data Protection:

1. Each party agrees to comply with all applicable data protection legislation including, but not limited to, the Data Protection Act 2018, the UK General Data Protection Regulation and any subsequent amendments to them.

Third Party Rights:

1. No part of the Contract is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 will not apply.

Notices:

1. All notices are to be in writing, addressed to the most recent address or email address notified to the other party and will be deemed duly given if signed by, or on behalf of, a duly authorised officer of the party giving the notice. Notices will be deemed to have been duly given: when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; when sent, if transmitted by email and a successful return receipt is generated; or on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid.

Law and Jurisdiction

1. These Terms and Conditions and the Contract (including any non- contractual matters and obligations arising from them or associated with them) will be governed by, and construed in accordance with, the laws of England and Wales.

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2. Any dispute, controversy, proceedings or claim between the parties relating to these Terms and Conditions or the Contract (including any non-contractual matters and obligations arising from them or associated with them) will fall within the exclusive jurisdiction of the courts of England and Wales.

General Assumptions & Exclusions

Unless otherwise specified and agreed in writing between the parties, our tender or quotation submission is based on the following assumptions and exclusions.

For ease of reading, our assumptions and exclusions are grouped under commercial and general/technical subheadings.

Commercial

This tender or quotation remains valid and fixed for the duration of the project. Where the project exceeds 12 months then SEG reserve the right to increase labour and materials costs in line with inflation.

The prices are net, non-discountable and subject to alteration and revision without notice in the case of errors and omissions.

Or

- The prices within this tender or quotation are valid for 30 days only. The prices are net, non-discountable and subject to alteration and revision without notice in the case of errors and omissions.
- This tender is issued on the condition that all details received are correct, and that the customer will meet all their statutory requirements, with regards to health and safety management.
- Our price may be subject to change should the programme deviate from that advised at time of tender. e.g. downtime, repeat visits etc.
- Interim applications for payment will be made against an agreed payment schedule.
- In the event of order cancellation, any handling and/or restocking fees levied by our supply partners will become payable by the customer.
- Non-standard portfolio products will subject to a 100% cancellation/handling charge payable by yourselves.
- All materials and services, other than those stated within this tender are excluded.
- Once an order has been received, any variations or changes must be confirmed by a valid instruction that agrees the addition and/or omission.
- Due to fluctuations in currencies and/or the price of raw materials, prices may be subject to review should they fluctuate by more than (+/- 2.5%) In the case of copper, the price will be benchmarked against the LME rate at the date of our quotation.
- On receipt of an official order we will require a period of 10 working days' notice prior to works commencing on site, subject to any manufacturer lead times.
- Should any of the above assumptions be deemed as incorrect, they should be identified prior to works commencing.
- Professional services are supplied with a 5 working day warranty from the date of project completion/sign off. Any support related issues that arise after this period are chargeable in the absence of a conjoining support contract.

General/ Technical

- SEG Ltd is compliant with Construction (Design and Management) Regulations 2015, when working as a Contractor.
- All works will be carried out to Industry Standards and/or Manufacturer's requirements.
- To complete our works, free and unrestricted access is required to all associated. areas.
- Works will be undertaken in normal working hours i.e. Monday to Friday 08:00 –17:00.
- Where practical, a safe, secure and dry storage area is required for materials at no extra cost.
- No work will commence on site until a full site survey has been undertaken.
- Delivery time slots are to be provided by the main contractor, with access to the site and lifts at no extra cost.

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- No cable protection is offered within the vertical cable risers unless this can be controlled by a permit to work due to unknown factors, such as programme of works, other services etc.
- Where we are requested to coil cables (as opposed to issuing delay notices) due to non-readiness of others SEG Ltd will charge for the additional materials and double handling as a variation.
- Normal utility services e.g. 110/240v power supply, welfare & messing facilities will be provided without cost.

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