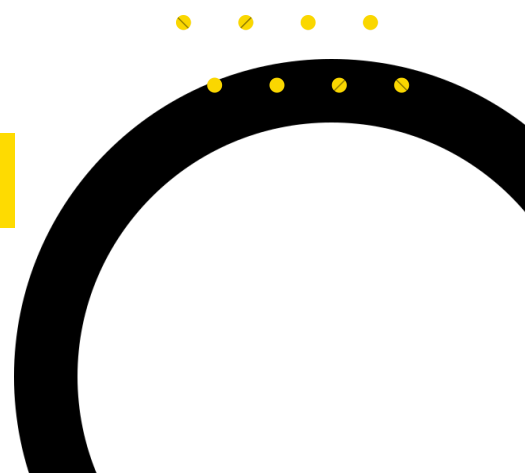




COMPANY POLICY

TERMS AND CONDITIONS OF SALE



These Terms and Conditions apply to all quotations, orders, call-outs, attendances, works, services, goods, materials, testing, inspection, installation, maintenance, EICR, electrical, data, EV, renewable, compliance and associated works supplied by The Specialist Electrical Group Ltd or any agreed SEG group company expressly named on the quotation, order or invoice.

These Terms apply to business customers only. They do not apply to consumers. If you are acting as a consumer, you must notify us before placing an order or allowing works to commence, and separate consumer terms must be agreed.

For the purposes of these Terms:

“Company”, “we”, “us” and “our” means the SEG contracting entity named on the quotation, order or invoice.

“Customer”, “you” and “your” means the business, company, contractor, landlord, managing agent, management company, organisation or other non-consumer customer instructing us.

“Contract” means the contract formed between us and you.

“Quotation” means our written quotation, proposal, estimate or scope of works.

“Services” means the works, services, goods and materials to be provided by us.

“Site” means the premises or location where the Services are to be carried out.

1. Business Customer Confirmation

You confirm that you are entering into the Contract wholly or mainly for business, trade, professional, commercial, industrial, landlord, property management, construction, facilities management or organisational purposes, and not as a consumer.

Where an individual places an order, issues an instruction or accepts a quotation on behalf of a business, that individual confirms that they have authority to bind that business.

If you believe you may be acting as a consumer, you must notify us in writing before any order is placed or works commence. If you do not do so, we are entitled to treat you as a business customer.

2. Contract Formation

A legally binding Contract is formed when you accept our Quotation, issue a purchase order, instruct us to proceed, request attendance, allow works to commence, accept materials, approve a variation, sign a worksheet, use our Services, or otherwise confirm acceptance by writing, email, verbally, electronically or by conduct.

Our Quotation, these Terms and any written scope issued by us form the entire Contract between us.

Your own terms, purchase order terms, subcontract terms, portal terms, framework terms, payment terms, email footer terms or other standard terms do not apply unless expressly accepted in writing by a director of the Company.

Where there is any inconsistency, the following order of precedence applies:

- 1.any written amendment signed by a director of the Company;
- 2.our Quotation or written scope;
- 3.these Terms;
- 4.any other document expressly incorporated by us in writing.



Delivering Excellence

No employee, engineer, supervisor, contract manager, administrator, subcontractor or agent has authority to amend these Terms unless confirmed in writing by a director of the Company.

3. Quotations and Scope

Our Quotation remains valid for 30 days unless stated otherwise.

Our Quotation is based on the information available to us at the date it is issued. You are responsible for checking that it accurately reflects your requirements, site conditions, drawings, access arrangements, programme, specifications and any third-party requirements.

We may amend our price where information is inaccurate, incomplete, changed or where site conditions differ from those reasonably anticipated.

Unless expressly included in writing, the following are excluded: builders' works, making good, decoration, waste disposal, asbestos works, fire stopping by others, statutory fees, landlord permissions, planning or building control approvals, out-of-hours working, parking charges, permits, welfare, specialist access equipment, design responsibility and any works not expressly stated in our Quotation.

4. Services

We will carry out the Services with reasonable care and skill and in accordance with our accepted Quotation.

Any samples, sketches, drawings, reports, images, illustrations, technical information or similar documents provided before or during the Services are for guidance only unless expressly incorporated into the Contract in writing.

We may make minor non-aesthetic changes to goods, materials or specification where necessary due to availability, manufacturer changes, compliance requirements or practical installation requirements, provided this does not materially reduce performance.

5. Site Access and Customer Obligations

You must provide safe, clear and unrestricted access to the Site, suitable welfare, power, water, Wi-Fi where required, secure storage, parking/loading access, permits and all necessary consents.

You must notify us in advance of any known hazards, asbestos, underground services, concealed services, live environments, resident issues, restricted access, site rules or other site-specific requirements.

You are responsible for obtaining any consents, licences, landlord approvals, planning approvals, building control approvals, permits, access permissions or third-party approvals required for the Services unless expressly agreed otherwise in writing.

If the Site is not ready, access is denied, works are delayed by others, or we are required to work out of sequence, we may charge for abortive visits, waiting time, remobilisation, storage, additional attendance, additional materials, management time and related costs.



Delivering Excellence

6. Authority to Instruct

Any person who issues instructions, requests attendance, arranges access, signs worksheets, approves dayworks, accepts materials, directs labour, changes dates, agrees access, requests additional works, approves completion, deals with our engineers or communicates with us on your behalf shall be deemed to have authority to bind you.

You must notify us in writing in advance if any person does not have authority. We are entitled to rely on apparent authority unless such written notice has been received before the relevant instruction or request.

7. Programme and Working Hours

Unless otherwise stated, our normal working hours are Monday to Friday, 7.30am to 4.30pm, excluding public holidays.

Any programme dates are estimates only unless we expressly agree in writing that time is of the essence.

We are not liable for delay caused by you, other contractors, residents, access restrictions, late information, variations, adverse weather, material shortages, force majeure, utility failure, statutory delays, third-party approvals or events outside our reasonable control.

If you cancel or rearrange an agreed visit without at least 2 working days' notice, or if access is unavailable, we may charge for the aborted visit.

8. Variations

A variation includes any change to the scope, specification, drawings, access arrangements, working hours, programme, sequence, site conditions, resident requirements, safety requirements, materials, quantities, labour allocation, certification requirements or attendance requirements.

A variation may arise from written instruction, email, portal instruction, verbal instruction, site instruction, conduct, prevention, delay, obstruction, lack of readiness, additional attendance, repeat visit, out-of-sequence working, change of design, change of materials, customer request, resident/client request, managing agent request or instruction by any person appearing to act on your behalf.

Where we proceed following an instruction or request, you shall be liable for the additional cost unless you immediately object in writing before the work is undertaken.

Variations shall be valued by quotation where agreed, or otherwise on a reasonable time-and-materials basis including labour, materials, plant, parking, permits, travel, supervision, administration, overhead and profit.

9. Price and Payment

Prices are exclusive of VAT unless stated otherwise.

Invoices are payable within 30 days of the invoice date unless expressly agreed otherwise in writing. Time for payment is of the essence.

Payment must be made in full without set-off, withholding, counterclaim, deduction, retention, abatement or contra-charge unless required by law or expressly agreed in writing by a director of the Company.



Delivering Excellence

We may request deposits, staged payments, interim applications or payment in advance at our discretion.

Payment of our invoices is not conditional upon you receiving payment, certification, approval, valuation, funding, sign-off, portal approval, client approval, resident approval, insurer approval, landlord approval, managing agent approval, main contractor payment or payment from any third party.

Unless expressly agreed in writing by a director of the Company, no pay-when-paid, pay-when-certified, back-to-back payment, retention, contra-charge, set-off, withholding, deduction, abatement or payment-on-approval arrangement shall apply.

You remain liable to pay us in accordance with our invoice terms regardless of any dispute, delay, non-payment or internal approval issue between you and any third party.

If payment is late, we may suspend works, withhold certificates, reports, warranties, guarantees and handover documents, recover materials where lawful, and charge statutory interest, compensation and recovery costs under the Late Payment of Commercial Debts legislation, together with all reasonable legal, administrative and debt recovery costs.

10. Payment Notices, Late Payment and Construction Contracts

Where the Contract is a construction contract for the purposes of the Housing Grants, Construction and Regeneration Act 1996, the payment provisions of that Act and the Scheme for Construction Contracts shall apply to the extent required by law.

Unless otherwise stated in writing:

The due date for payment shall be the date of our invoice or application for payment.

The final date for payment shall be 30 days from the date of our invoice or application for payment.

Any pay less notice must be issued in writing, specify the sum considered due and the detailed basis of calculation, and be served no later than the period required by law.

A general dispute, complaint, valuation disagreement, internal approval issue, missing purchase order, portal delay, third-party non-payment, lack of client sign-off or alleged administrative issue shall not of itself constitute a valid pay less notice.

If any sum is not paid by the final date for payment, we may charge statutory interest under the Late Payment of Commercial Debts legislation at 8% per annum above the Bank of England base rate, calculated daily from the date payment became overdue until payment is received in cleared funds. Statutory interest for business-to-business late payment is 8% above Bank of England base rate where no different contractual rate applies.

In addition to interest, we may recover fixed statutory compensation, reasonable debt recovery costs, legal costs, administrative costs, management time, tracing costs, credit control costs, collection costs, court fees, adjudication costs and any other costs reasonably incurred in recovering overdue sums, to the fullest extent permitted by law.

Late payment shall also entitle us, without prejudice to any other rights, to suspend the Services, refuse further attendance, withhold certificates, reports, test sheets, commissioning documents, warranties, guarantees and handover documents, and require payment in advance before any further works are undertaken.

No failure or delay by us in charging interest, compensation or recovery costs shall waive our right to claim them later.



Delivering Excellence

11. No Set-Off, Contra-Charge or Retention

You shall pay all invoices in full without set-off, counterclaim, withholding, deduction, retention, abatement or contra-charge unless required by law or expressly agreed in writing by a director of the Company.

No retention shall apply unless expressly stated in our Quotation and accepted by a director of the Company in writing.

No contra-charge shall be valid unless you have first given us written notice of the alleged issue, provided full particulars and evidence, allowed us a reasonable opportunity to inspect and rectify, and established that the alleged cost was caused solely by our breach.

12. Certificates, Reports and Handover Documents

We may withhold certificates, reports, test sheets, commissioning documents, O&M information, warranties, guarantees, as-fitted drawings, compliance documents and any other handover information until all sums due to us have been paid in cleared funds.

No withholding of documents by us due to non-payment shall be treated as a failure to complete, a defect, a breach, or a basis for withholding payment.

Any report, certificate or document issued by us is for your use only and must not be amended, relied on by third parties or assigned without our written consent.

13. Goods, Materials, Risk and Title

Risk in goods and materials passes to you on delivery to Site or when incorporated into the works.

Ownership of goods and materials supplied by us remains with us until all sums due under the Contract and any other contract with you are paid in full.

Until ownership passes, you must keep such goods identifiable, protected and insured and must not dispose of them without our consent.

Until payment is received in full, you grant us, our agents and representatives an irrevocable licence to enter the Site on reasonable notice to inspect, identify, protect or recover goods and materials owned by us, subject to health and safety and applicable law.

14. Customer-Supplied Goods and Materials

Where goods or materials are supplied by you, specified by you, or required by a third-party specification, we are not responsible for defects, incompatibility, delay, failure, performance issues or consequential losses arising from them unless we expressly accept responsibility in writing.

Return visits caused by customer-supplied goods, third-party defects, misuse, interference, lack of maintenance, missing information or matters outside our workmanship are chargeable.

15. Workmanship Warranty

Subject to payment in full, we warrant our workmanship for 12 months from completion.

The warranty excludes normal wear and tear, misuse, customer-supplied materials, third-party interference, lack of maintenance, damage, environmental conditions, unauthorised alterations, and defects caused by others.



Delivering Excellence

You must notify us of any alleged defect promptly and allow us a reasonable opportunity to inspect and rectify. If the issue is not caused by our defective workmanship, the visit and any remedial works will be chargeable.

Any repair or replacement carried out during the warranty period is covered only for the remainder of the original warranty period.

16. Manufacturer Warranties

Where we supply goods or materials, we will pass on the benefit of any manufacturer warranty where available.

Manufacturer warranties are subject to the manufacturer's own terms and exclusions. We are not liable for any warranty refusal, manufacturer delay, replacement delay, discontinued product, compatibility issue or consequential loss arising from manufacturer-supplied goods unless caused by our breach.

17. Design Responsibility

We are not responsible for design unless expressly stated in writing.

Where we carry out design, our responsibility is limited to the specific design responsibility expressly accepted by us and based on information provided by you or your professional team.

We are not responsible for checking the adequacy of third-party designs, specifications, calculations, drawings or performance requirements unless expressly agreed in writing.

18. Suspension

If payment is overdue, a payment dispute arises, credit risk increases, you become insolvent or potentially insolvent, the Site is unsafe, access is obstructed, information is missing, or continuing the works presents a commercial, legal, safety or compliance risk, we may suspend works immediately on written notice.

Suspension shall not affect your obligation to pay sums due.

You shall be liable for all costs arising from suspension, demobilisation, remobilisation, storage, delay, material price increases and programme disruption.

19. Customer Delay or Prevention

If you delay, prevent, disrupt or frustrate our works, we may claim an extension of time and recover all additional costs arising from that delay or prevention.

Customer delay includes lack of access, lack of readiness, late information, late drawings, unsafe conditions, other trades, resident refusal, client changes, blocked access, missing permits, parking restrictions, cancelled appointments, late materials supplied by you, and failure to provide instructions.

20. Cancellation and Termination

Once a Contract is formed, you may not cancel it without our written agreement.

If cancellation is agreed, you must pay all costs incurred, including labour, materials, procurement, restocking charges, administration, management time, loss of profit and any non-cancellable commitments.



Delivering Excellence

We may terminate or suspend the Contract if you fail to pay, become insolvent, commit a material breach, fail to provide access or information, or where continuing the works would create a legal, safety, commercial or compliance risk.

Either party may terminate the Contract immediately if the other party commits a material breach and fails to remedy that breach within 14 days of written notice.

On termination, all sums due become immediately payable.

21. Company Records as Evidence

Our worksheets, engineer notes, Simpro/job management records, photographs, test results, inspection records, certificates, delivery notes, emails, call logs, GPS data, vehicle tracking records, access records, portal records, signed sheets, time records, material records and internal system records shall be admissible evidence of attendance, labour, materials, progress, delay, obstruction, variations, abortive visits, completion and sums due.

You must raise any dispute about our records within 5 working days of receipt of the relevant invoice, worksheet, application or record. If no dispute is raised within that period, the records shall be deemed accepted unless there is a manifest error.

22. Liability

Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or any liability which cannot lawfully be excluded.

Subject to the above, we are not liable for loss of profit, loss of business, loss of contract, loss of use, loss of goodwill, indirect loss, consequential loss, delay damages, liquidated damages, penalties or third-party claims unless expressly agreed in writing.

Our total aggregate liability under or in connection with the Contract is limited to the contract value paid by you for the relevant works, or the amount recoverable under our insurance for the relevant claim, whichever is lower, unless a higher liability cap is expressly agreed in writing.

You indemnify us against losses, claims, damages, costs and expenses arising from your breach, incorrect information, unsafe site conditions, customer-supplied materials, third-party instructions, use of the works before completion or handover, or any act or omission by you, your agents, employees, contractors or representatives.

The parties agree that these limitations and exclusions are reasonable having regard to the price, nature of the works, availability and cost of insurance, allocation of risk, and your ability to obtain your own insurance for business interruption, delay, loss of profit and consequential losses.

23. Force Majeure

Neither party shall be liable for delay or failure caused by events outside its reasonable control, including weather, fire, flood, pandemic, epidemic, labour disruption, material shortages, utility failure, supplier failure, government action, civil unrest, war, terrorism or other events beyond reasonable control.



Delivering Excellence

24. Confidentiality

Each party must keep confidential information confidential and use it only for the purposes of the Contract.

Confidential information may only be disclosed where required by law, regulation, court order, professional adviser, insurer, funder, auditor or as reasonably necessary to perform the Contract.

25. Intellectual Property

All intellectual property, reports, templates, calculations, drawings, certification formats, pricing models, documents and know-how produced by us remain our property unless expressly transferred in writing.

You may use documents supplied by us only for the purpose for which they were issued and only after payment has been received in full.

26. Data Protection

Each party must comply with applicable UK data protection legislation, including the UK GDPR and Data Protection Act 2018.

Where site, resident, employee, access, photographic, compliance or job data is processed, each party must ensure it has a lawful basis for processing and appropriate security measures in place.

27. Assignment and Subcontracting

We may subcontract, assign or transfer any part of our obligations or rights under the Contract.

You may not assign, transfer, novate or subcontract the Contract without our written consent.

28. Third Party Rights

No third party has rights under the Contract under the Contracts (Rights of Third Parties) Act 1999 unless expressly agreed in writing by us.

29. Notices, Email and Portal Communications

Notices must be in writing and may be delivered by hand, post or email to the last notified address or email address of the receiving party.

Email notices are deemed received when sent unless the sender receives a failed delivery notice.

Instructions, approvals, disputes, payment notices and variations may be sent by email unless the law requires otherwise.

Where you require use of a portal or payment platform, any technical failure, access issue, missing purchase order, internal approval delay or portal rejection shall not delay or invalidate our right to payment where the works, goods or services have been supplied.



Delivering Excellence

30. No Waiver

No delay or failure by either party to enforce any right under the Contract shall amount to a waiver of that right.

A waiver must be in writing and shall apply only to the specific matter for which it is given.

31. Severance

If any provision of these Terms is found to be unlawful, invalid or unenforceable, that provision shall be severed and the remainder of the Terms shall remain valid and enforceable.

32. Governing Law and Jurisdiction

The Contract and any non-contractual matters arising from it are governed by the laws of England and Wales.

The courts of England and Wales shall have exclusive jurisdiction.

Commercial Assumptions and Exclusions

Unless expressly agreed otherwise in writing:

1. Prices are valid for 30 days.
2. Prices are based on one continuous visit, or continuous phased visits where phases are agreed.
3. Material prices may be adjusted for currency, copper, raw material, supplier or inflation increases.
4. A minimum of 10 working days' mobilisation notice is required after receipt of order, subject to material lead times.
5. Out-of-hours works, repeat visits, aborted visits, parking, permits, congestion charges, ULEZ, specialist access, storage, and additional attendance are chargeable.
6. Free and unrestricted access is required to all relevant areas.
7. Safe and secure storage is to be provided by the customer at no cost.
8. Welfare, power, water, Wi-Fi where required, and messing facilities are to be provided by the customer at no cost.
9. Delivery slots, loading access, permits, lifts and site access are to be provided by the customer at no cost.
10. No retention, parent company guarantee, performance bond, collateral warranty or third-party warranty is included unless expressly agreed in writing.
11. Collateral warranties, where agreed, are subject to agreed wording, payment of our fee, payment of all sums due, and any required maintenance arrangement.

Quotation Acceptance Statement

1. The following wording should appear clearly on every quotation:



Delivering Excellence

2. “By accepting this quotation, issuing a purchase order, instructing attendance or allowing works to commence, you agree that The Specialist Electrical Group Ltd Terms and Conditions apply in full. Your own purchase order terms, subcontract terms, portal terms, framework terms, payment terms, retentions, set-off rights and pay-when-paid provisions are excluded unless expressly accepted in writing by a director of The Specialist Electrical Group Ltd. Payment is not conditional on third-party approval, certification or payment.”

Use of AI, Recording and Business Technology

We use AI, automation, call recording, meeting recording, transcription tools and digital systems throughout our business for legitimate business purposes, including operations, quality assurance, compliance, audit, training, dispute resolution, debt recovery, contract administration and evidence gathering.

This may include recording, transcribing, storing and analysing landline calls, mobile calls, Teams meetings, video meetings, face-to-face meetings, site meetings, customer instructions, engineer records, emails, documents, portal messages, photographs, variations and payment discussions.

By dealing with us, you acknowledge that communications and interactions may be recorded, transcribed, stored, reviewed and processed by us and by technology providers acting on our behalf, subject to applicable UK data protection legislation.

Recordings, transcripts, AI-generated summaries, system records and digital audit trails may be used as evidence of instructions, attendance, access, scope, variations, delay, obstruction, completion, complaints, disputes and sums due.

AI may assist our administration and record keeping, but final business decisions remain subject to appropriate human oversight. We are not required to record every interaction, and the absence of a recording shall not invalidate any instruction, invoice, claim or record.

Who we are:

Registered Name: The Specialist Electrical Group Ltd

Registered Number: 11464567

Registered Address: Unit 4 Grovelands Boundary Way Hemel Hempstead Herts HP2 7TE

VAT Reg No: GB 465 6526 64

UTR No: 96673 09817

Trading Address: SEG House 192-Watford Road Chiswell Green St Albans Herts AL2 3EB

Phone: 01727 238 999 / 0345 3 822 833

www.segplc.com

Accounts: 0345 3 822 855

Bankers: Starling Bank Ltd

Sort Code: 60-83-71

Account Number: 09720918

Account Name: The Specialist Electrical Group Ltd

Revised and issued April 2026



Delivering Excellence