



mw electrical

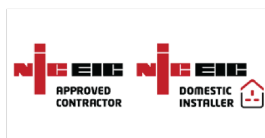
## TERMS AND CONDITIONS

### Quotations/Estimates

- Our quotation provides an indication to you of the items on which you may place an order, but no order from you because of a quotation (or otherwise) shall be binding upon us unless and until it is accepted/confirmed by us.
- A quotation is made on the assumption that the work requested is reasonably capable of being carried out. If on inspection this is found in our opinion not to be the case, we will advise you to this effect as soon as reasonably practicable and may offer you a reconditioned or new substitute on terms to be agreed. If you give a general instruction for repairs without specifying the service or replacement parts, we will be entitled to carry out such repairs or, modifications or service as in our opinion are necessary to put the Customer's Equipment in good working order, and to make an appropriate charge for the work and parts provided.
- Provided your order is placed within 30 days of the date of the quotation, the price contained on the quotation shall be fixed unless the quotation states otherwise. If your order is not placed in that period, then if any change shall occur after that in the costs of any materials, labour, transport or other items, including overheads, which we have to pay or incur for the performance of the Contract, then this will need to be amended and agreed in writing before commencing works.
- If delivery and performance are postponed at your request or by circumstance within your control you may effect this quotation period.

### Payment

- All payments are due within the terms set out on the invoice typically 7-30 days of invoice.
- A 10% charge will be added to the final bill for every month this is overdue past the automated reminders set on the invoice software.
- Any additional works requested on original estimate or works carried out must have previous invoice that is due to be paid in full prior to additional works taking place.
- Typically a 50% deposit is required to allocate materials at its estimated costs and book a slot into the diary. Depending on the length of the works proposed a stage payment on 1<sup>st</sup> fix of 25% will be required and the same for second fix 20% respectfully leaving 5% outstanding upon completion of works, testing and commissioning. We reserve the right to not attend site unless payments have been received or clear communication have been conducted on the payment schedule.





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### Additional Works

- Any Additional works outside of the scope from agreed estimate must be agreed in writing before works can commence.
- If we find it economically practical to perform the works there and then we will and notify you at your earliest convenience, E.g floor boards or loft works where time restrictions are in place and makes practical sense to perform the works there and then.
- All additional works will be charged on a time plus materials basis.

### Warranty

- MW Electrical guarantees its agreed and completed works for 12 months.
- Any works carried out by other trades or by your self's will no longer be covered by this 12 month period.
- No charge will be made if additional works are carried out at the fault of MW Electrical Services, If however other trades or external influences have effected the works, eg. Flood or extreme circumstances this will also not be covered as per warrantee period.
- Any additional materials required to amend issues will be liable for charge unless discussed otherwise.
- Any Materials provided by MW Electrical will also be covered by the 12 month period at no extra charge.

### Access to property

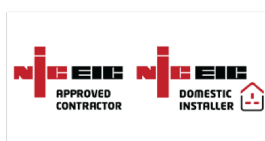
- Access to the property must be agreed in writing before work can commence, any delay or failure to gain access may incur additional charge of labour to cover lost costs.

### Cleaning

- We will clean to be best of our ability within our working day but additional cleaning to secondary dust and alike will not be included after we have completed the agreed.

### Working Hours

- Our working hours are from 8:00am to 16:30pm if works are requested to be carried outside of these hours without prior agreement or not included in the original estimate then additional labour costs maybe incur.





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### Other services required

- We will not be responsible for any additional services required, plumbers, plasterers etc and you must provide these independent to the job, we are happy to liaise with other trades once on site.
- If additional services are required due to fault of MW Electrical, we have the right to provide our own services if necessary.

### Force Majeure

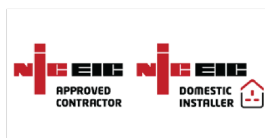
- We will not be liable to you for any failure to perform our obligations under this Agreement where that failure results from any cause outside our reasonable control, including but not limited to natural occurrences, disruption of power supplies, the action of third parties or industrial action.

### Disputes

- Any disputes which we cannot settle amicably relating to the nature or quality of the Services will be referred to an expert to be agreed or (if we and you cannot agree the choice of expert within 14 days of an expert being proposed by you or us) appointed at the request of you or us by the President for the time being of the institute of Electrical Engineers. The written report of the expert will as between you and us be conclusive evidence of all matters of fact and all matters opinion set in the report and the charges of the expert shall be.

### Limitation of Liability

- We accept that we are liable for any death or personal injury resulting from our negligence or the negligence of our employees or agents acting in the course of their employment. In relation to defects in goods sold to you by us, we may also be liable under the Consumer Protection Act 1987 or equivalent legislation, but only to the extent that such liability cannot lawfully be excluded.
- Apart from our agreement to rectify any defects or errors in the Services as set out according to our Warranty terms and to replace or repair the Customer's Equipment where there is loss or damage to goods in transit as set out according to our Transportation terms:
- Our maximum liability to you for the direct loss or damage, either under this Contract or arising from any act or omission, including negligence, will not exceed the total amount paid by you under this Contract, or such higher sum as a court may specify as reasonable up to a limit of £100,000
- We will not be liable to you under any circumstances for any indirect or consequential losses (including for example, loss of Contracts or loss of profits of production).
- The limitations and exclusions in this paragraph apply to any claim, whether in contract, tort (including negligence), breach of any statutory duty or implied term or any other claim, except any liability for death, personal injury or defects in goods supplied to you by us as set out above.
- The limitations and exclusions in these conditions reflect the value of this Contract to us and are considered to be reasonable. If you require us to accept greater liability we may be prepared to do so subject to agreement of an additional charge to reflect the increased risk and cost of insurance to us.





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### Termination of this Contract

- We may bring this Contract to an end if you fail to comply with your obligations under this Contract, within seven days of having been notified by us of the relevant failure. We may also bring this Contract to an end immediately if you are the subject of a petition for a bankruptcy order, or you become insolvent or enter into any composition, scheme or arrangement with your creditors. If you are a corporation or other legal person, we may bring this Contract to an end immediately if a receiver (including an administrative receiver) is appointed over any of your assets or an application is made to appoint an administrator for you. If you are in partnership, we may bring this Contract to an end immediately if the partnership is dissolved. We may also terminate this Contract if any proceedings relating to your insolvency are commenced in any country.
- If this Agreement ends for any reason, we will be entitled to remove all of our equipment from your premises or from site. You will remain liable to us for any sums which you have not paid, for all work done up to date of termination and for any other breaches of this Contract.

### Definitions

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

### Incorporation of Conditions

- Any contract or agreement to do work made between you and us shall be subject to these conditions, and any terms you put forward must be agreed in writing prior to acceptance.

