

## **BACKGROUND: REV 1.6**

These Terms and Conditions shall apply to the provision of services by TMUK GROUP to customers that require there services.

### **1. Definitions and Interpretation**

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Agreement”</b>	means the contract into which the Parties will enter on the Customer’s acceptance of the Quotation and of these Terms and Conditions;
<b>“Agreed Date”</b>	means the date on which the provision of the Services will commence as agreed by the Parties;
<b>“Agreed Times”</b>	means the times which the Parties shall agree upon during which TMUK GROUP shall have access to the Property to render the Services;
<b>“Customer”</b>	means the individual or business that requires the Services subject to these Terms and Conditions;
<b>“Final Fee”</b>	means the total of all sums payable which shall be shown on the invoice issued in accordance with Clause 4 of these Terms and Conditions.
<b>“Job”</b>	means the complete rendering of the Services;
<b>“Order”</b>	means the Customer’s initial request to acquire the Services from TMUK GROUP as set out in Clause 2 of these Terms and Conditions;
<b>“Property”</b>	means the Customer’s property or premises, as detailed in the Order, at which the Services are to be rendered;
<b>“Quotation”</b>	means a quotation detailing proposed fees and services supplied to the Customer in accordance with Clause 2 of these Terms and Conditions;
<b>“Quoted Fee”</b>	means the Fee which will be quoted to the Customer following the Order which may vary according to the actual work undertaken as set out in Clause 4 of these Terms and Conditions;
<b>“Services”</b>	means the electrical inspection and testing, installation, repair, maintenance services provided by TMUK GROUP as detailed in Clause 5 of these Terms and Conditions;
<b>“Visit”</b>	means any occasion, scheduled or otherwise, on which TMUK GROUP shall visit the Property to render the Services.

**"Work Area"**

means the part of the Property within which the Services are to be rendered.

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
  - 1.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
  - 1.2.2 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;
  - 1.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
  - 1.2.4 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and
  - 1.2.5 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.

**2. Orders**

- 2.1 TMUK GROUP accepts orders for Their Services through direct payment only.
- 2.2 When placing an Order the Customer shall set out, in detail, the Services required. Details required include the location and size of the Property, number and type of rooms in which work is required, the type(s) of work (e.g. wiring, testing, installation of appliances, number of circuit's or P.A.T items etc.). TMUK GROUP shall provide an online order form to the Customer which shall provide prompts for all required information.
- 2.3 When submitting online orders you agree our terms and conditions.
- 2.4 Once the Order is complete and submitted online TMUK GROUP shall prepare and submit a Quotation to the Customer email which shall set out the required Deposit and Fee, detailed in Clauses 3 and 4 respectively.
- 2.5 The Customer shall be free to make changes to the Order and Quotation prior to acceptance. The Customer may accept the Quotation by, email or first class post.
- 2.6 TMUK GROUP estimates are based on there being no restricted access to all electrical fuse-boards, switchgear and components for the duration of the inspection and test procedures there must be previous inspection and test reports, fuse board labelling and scheduling and correct circuit numbers on site. If you don't have any of these then TMUK GROUP can provide a pre site survey to assess your sites electrical compliance needs before a full electrical inspection is undertaken

**3. Deposit**

- 3.1 At the time of accepting the Quotation or not more than 7days there after the



Customer may be required to pay a Deposit to TMUK GROUP. The Deposit shall be 25% of the quoted fee. Orders shall not be deemed confirmed until the Deposit is paid in full.

- 3.2 Subject to the provisions of Clause 9 the Deposit shall be non-refundable

#### **4. Fees and Payment**

- 4.1 The Quoted Fee shall include the price payable for the Services and for the estimated sundry parts and other products required to render the Services.
- 4.2 TMUK GROUP shall use his best and reasonable endeavour's to use only the sundry parts and other products (and quantities thereof) set out in the quotation; however if additional sundry parts and other products are required the Final Fee shall be adjusted to reflect this. Any such increases shall be kept to a minimum.
- 4.3 In the event that the price of sundry parts and other products or Services increase during the period between the Customer's acceptance of the Quotation and the commencement of the Services, the TMUK GROUP shall inform the Customer of such increase and of any difference in the Final Fee.
- 4.4 TMUK GROUP shall invoice the Customer when the provision of the Services is complete.
- 4.5 All invoices must be paid within 30 days of receipt by the Customer.
- 4.6 Discounted terms if applied to the invoice must be paid within the agreed 30 days. This is a discount if paid before the payment date on the invoice you will be fully liable for the full undiscounted rate if this invoice is not paid within the 30 day period
- 4.7 TMUK GROUP reserves the right to refuse to carry out any further work for clients until there outstanding balances are cleared.
- 4.8 Any sums which remain unpaid following the expiry of the time period set out in sub-Clause 4.5 shall incur interest on a daily basis at 8% above the base rate of bank of England.
- 4.9 Reports will be issued when full payment is received by customer and can take up to 14 working days to produce and be issue.
- 4.10 All bookings are final. The customer must give TMUK GROUP at least 14 days' notice if TMUK GROUP will be unable to provide the services on a particular day or at a particular time agreed. TMUK GROUP will not charge for cancelled visits provided 14 days' notice is given. If less than 14 days' notice is given TMUK GROUP shall invoice the customer at our normal minimum day/Site rate of £250.00 standard or £150.00 subcontracted rate per day / per site / per engineer contracted or you will be charge the total order value.

#### **5. Certification**

TMUK GROUP warrants that he is registered with a recognized and authorized self-certification scheme and shall ensure that any and all sub-contractors engaged in accordance with Clause 7 shall also be so registered.

#### **6. Services**

- 6.1 The Services shall be rendered in accordance with the specification set out in the accepted Quotation (as may be amended by mutual agreement from time to time).
- 6.2 TMUK GROUP may provide sketches, plans, diagrams or similar documents in advance of the Job. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification of the Job nor to guarantee specific results.
- 6.3 TMUK GROUP shall ensure that the Services are rendered with reasonable care and skill and to a reasonable standard which is commensurate with best trade practice.

- 6.4 TMUK GROUP shall ensure that he complies with any and all relevant codes of practice.

- 6.5 TMUK GROUP shall properly dispose of all waste that is a result from their rendering of the Services.
- 6.6 Time shall [not] be of the essence in the rendering of the Services under these Terms and Conditions.
- 6.7 Following completion of the Job the Customer shall have a period of up to 14 days for completion of electrical certification.
- 6.8 Reports will be completed and handed over to the customer up to 14 days after we receive full payment for services rendered.
- 6.9 Deviations Discrepancy report remedial repair and responses will be given to both to the site tested and the customer.

## 7. **Sub-Contracting**

TMUK GROUP shall be free to sub-contract any of his obligations under these Terms and Conditions provided that any and all sub-contractors are reasonably skilled in the relevant practices and provided that no additional charges are passed on to the Customer.

## 8. **Customer's Obligations**

- 8.1 If any consents, licenses or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, it shall be the Customer's responsibility to obtain the same in advance of the commencement of the Services.
- 8.2 TMUK GROUP may require the removal of certain furniture, fixtures and fittings in the Property prior to the commencement of the Services. Unless specifically agreed otherwise any such removal shall be the responsibility of the Customer.
- 8.3 The Customer shall ensure that the Work Area is kept clear of furniture, fixtures and fittings and out of use for the duration of the Job unless otherwise directed by TMUK GROUP Ltd
- 8.4 The Customer shall ensure that TMUK GROUP can access the Property at the Agreed Times to render the Services.
- 8.5 The Customer shall have the option of giving TMUK GROUP a set of keys to the Property or being present at the Agreed Times to give TMUK GROUP access. TMUK GROUP warrants that all keys shall be kept safely and securely.
- 8.6 The Customer shall ensure that TMUK GROUP has access to electrical outlets and a supply of hot and cold running water.
- 8.7 All bookings are final. The customer must give TMUK at least 14 days' notice if TMUK will be unable to provide the services on a particular day or at a particular time agreed. TMUK will not charge for cancelled visits provided 14 days' notice is given. If less than 14 days' notice is given TMUK shall invoice the customer at our normal minimum day/Site rate of £250.00 standard or £150.00 subcontracted rate per day / per site / per engineer contracted for or you will be charged the total order value.

## 9. **Cancellation**

- 9.1 The Customer may cancel or reschedule the Job at any time before the Agreed Date.

The following shall apply to cancellation or rescheduling:

- 9.1.1 If the Customer cancels the Job more than 28 days before the Agreed Date TMUK GROUP issue a full refund of all sums paid, including the Deposit.
  - 9.1.2 If the Customer reschedules the Job more than 28 days before the Agreed Date TMUK GROUP shall retain all sums paid, including the Deposit and shall deduct all such sums from any related balance payable on the rescheduled Job.
  - 9.1.3 If the Customer cancels the Job less than 28 days but more than 14 days before the Agreed Date TMUK GROUP shall refund any sums paid less the Deposit.
  - 9.1.4 If the Customer reschedules the Job less than 28 days but more than 14 days before the Agreed Date TMUK GROUP shall retain any sums paid including the Deposit and shall deduct all such sums (excluding the Deposit) from any balance payable on the rescheduled Job. A new Deposit shall be payable on the rescheduled Job.
  - 9.1.5 If the Customer cancels the Job less than 14 days before the Agreed Date TMUK GROUP shall retain all sums paid and any outstanding sums shall become immediately payable. No refund shall be issued.
  - 9.1.6 If the Customer reschedules the Job less than 14 days before the Agreed Date TMUK GROUP shall retain all sums paid and any outstanding sums shall become immediately payable. No refund shall be issued and no sums paid will count toward the fees and Deposit payable on the rescheduled Job.
- 9.2 TMUK GROUP may cancel the Job at any time before the Agreed Date and shall refund all sums paid, including the Deposit.
  - 9.3 The customer must give TMUK at least 14 days' notice if TMUK will be unable to provide the services on a particular day or at a particular time agreed. TMUK will not charge for cancelled visits provided 14 days' notice is given. If less than 14 days' notice is given TMUK shall invoice the customer at our normal minimum day/Site rate of £250.00 standard or £150.00 subcontracted rate per day / per site / per engineer contracted for or you will be charged the total order value.

## 10. Liability, Indemnity and Insurance

- 10.1 TMUK GROUP shall ensure that he has in place at all times suitable and valid insurance which shall include public liability insurance.
- 10.2 TMUK GROUP total liability for any loss or damage caused as a result of its negligence or breach of these Terms and Conditions shall be limited to £5 million.
- 10.3 TMUK GROUP is not liable for any loss or damage suffered by the Customer which results from the Customer's failure to follow any instructions given by TMUK GROUP.
- 10.4 Nothing in these Terms and Conditions shall limit or exclude TMUK GROUP liability for death or personal injury.
- 10.5 TMUK GROUP shall indemnify the Customer against any costs, liability, damages, loss, claims or proceedings arising out of TMUK GROUP rendering of the Services or any breach of these Terms and Conditions.
- 10.6 The Customer shall indemnify TMUK GROUP against any costs, liability, damages, loss, claims or proceedings arising out of the Customer's failure to meet

any of its obligations or any other breach of these Terms and Conditions.

## 11. **Guarantee**

- 11.1 TMUK GROUP guarantees that the product of all Services provided shall be free from any and all defects for a period of 12 months following completion of the Job electrical installations only.
- 11.2 If any defects in the product of the Services appears during the guarantee period set out in sub-Clause 11.1 TMUK GROUP shall rectify any and all such defects at no cost to the Customer.

## 12. **Data Protection**

TMUK GROUP will not share the Customer's personal data with any third parties for any reasons without the prior consent of the Customer. Such data will only be collected, processed and held in accordance with TMUK GROUP's rights and obligations arising under the provisions and principles of the Data Protection Act 1998.

## 13. **Notices**

- 13.1 Unless otherwise specifically stated, all notices under these Terms and Conditions shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- 13.2 Notices shall be deemed to have been duly given:
  - 13.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
  - 13.2.2 when sent, if transmitted by fax or e-mail and a successful transmission report or return receipt is generated; or
  - 13.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
  - 13.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.
  - 13.2.5 in each case addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

## 14. **Termination**

- 14.1 Either Party has the right to terminate the Agreement immediately if the other:
  - 14.1.1 has committed a material breach of these Terms and Conditions, unless such breach is capable of remedy, in which case the right to terminate immediately will be exercisable if the other Party has failed to remedy the breach within 14 days after a written notice to do so; or
  - 14.1.2 goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.
- 14.2 In the event of termination for default committed by the Customer, all payments required under these Terms and Conditions shall become due and immediately payable.
- 14.3 Any and all obligations of the Parties which either expressly or by their nature

continue beyond the termination, cancellation or expiration of the Agreement shall survive termination under this Clause 14.

## 15. **No Waiver**

No failure by either Party to enforce the performance of any provision in these Terms and Conditions shall constitute a waiver of the right to subsequently enforce that provision or any other provision of these Terms and Conditions. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

## 16. **Severance**

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.

## 17. **Force Majeure**

Neither Party to these Terms and Conditions shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is 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, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

## 18. **Dispute Resolution (Arbitration)**

- 18.1 Where any dispute or difference relating to these Terms and Conditions or the Services arises between the Parties that matter shall be referred to the arbitration of a single arbitrator with appropriate qualifications and practical experience to resolve the particular dispute.
- 18.2 The arbitrator shall be agreed by the Parties or, in the event of failure to agree, shall be appointed by the president for the time being of the Law Society of England and Wales.
- 18.3 The arbitration shall take place in Dudley west midlands and shall be in accordance with the Arbitration Act 1996 or any re-enactment or modification of that Act for the time being in force.
- 18.4 The Parties shall promptly furnish to the arbitrator all information reasonably requested by him relating to the particular dispute, imposing appropriate obligations of confidence.
- 18.5 The Parties shall require the arbitrator to use all reasonable endeavours to render his decision within 30 days following his receipt of the information requested or if this is not possible as soon thereafter as may reasonably be practicable. The Parties shall co-operate fully with the arbitrator to achieve this objective.
- 18.6 The Parties shall share the fees and expenses of the arbitrator equally. The decision of the arbitrator shall be final and binding upon both Parties.
- 18.7 The Parties agree to exclude any right of application or appeal to the courts of England and Wales concerning any question of law arising in the course of the arbitration.

## **19. Law and Jurisdiction**

- 19.1 These Terms and Conditions shall be governed by the laws of England and Wales.
- 19.2 Any dispute between the Parties relating to these Terms and Conditions shall fall within the jurisdiction of the courts of England and Wales.

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