

TERMS AND CONDITIONS

These terms and conditions apply to the provision of the services detailed in our quotation attached. You are deemed to have accepted these terms and conditions when you accept our quotation for or from the date of any performance of the services (whichever happens earlier) and these terms and conditions and our quotation are the entire agreement between us. These conditions apply to the contract or the exclusion of any other terms that you impose or incorporate, or which are applied by trade, customer, practice or course of dealing.

Interpretation

1. "Business day" means any day other than a Saturday, Sunday or bank holiday.
2. The headings in the terms and conditions are for convenience only and do not affect their interpretation.
3. Words imparting the singular number shall include the plural and vice-versa.

Basis of Contract

4. A purchase order received by the customer either written / email or in exceptional circumstances, verbally, constitutes an offer by the customer to purchase services from GAP Electrical & Mechanical Services Limited in accordance with these terms and conditions, at which a contract for services is entered in between both parties.
5. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of GAP Electrical & Mechanical Services Limited which is not set out in the Contract.
6. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

Services

7. We warrant that we will use reasonable care and skill in our performance of the service which will comply with the quotation, including any specification in all material respects. We can make any changes to the services which are necessary to comply with any applicable law or safety requirement and will notify you if this necessary.
8. We will use our reasonable endeavours to complete the performance of the services within the time agreed or as set out in the quotation; however, time shall not be of the essence in the performance of our obligations.

Your obligations

10. You must obtain any permissions, consents, licences or otherwise that we need and must give us with access to all relevant information, materials, properties and any other matters which we need to provide the services.
11. You must ensure that the terms of the purchase order and any information provided in the specifications are complete and accurate.
12. If you do not comply with clause 7, we can terminate the services at your cost for all expenses incurred since the commencement of the contract date as per clause 4 above.
13. We are not liable for any delay or failure to provide the services if this is caused by your failure to comply with the provisions of this section (your obligation).
14. The customer must keep and maintain all materials, equipment, documents and other property of GAP Electrical & Mechanical Services Limited at the Customer's premises in safe custody at its own risk, maintain our equipment and materials in good condition until returned to GAP Electrical & Mechanical Services Limited, and not dispose of or use the material or equipment other than in accordance with our written instructions or authorisation.
15. Please provide our engineers with adequate car parking at the Customer's premises as reasonably required for the duration of the provision of the Services.
16. The Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default to his obligations.

Fees and Upfront Payments

17. The fees for the services are set out in the quotation and are on a time and materials basis.



18. The customer shall pay each invoice submitted by GAP Electrical & Mechanical Services Limited.
 - a. Within 30 days of the date of the invoice submitted.
 - b. In full and in cleared funds to GAP Electrical & Mechanical Services Limited.
19. The charges shall be calculated in accordance with GAP Electrical & Mechanical Services Limited standard daily fee rates as provided to the customer from time to time.
20. Our standard day rate for watch individual are calculated based on a working day from 08:30am to 5.30pm worked on business days.
21. Overtime rates will be charged for additional hours and for out of hours work - these increases are included on the quotation and are taken as accepted and agreed.
22. In addition to the fees, we can recover from you a) reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, b) the cost of services provided by third parties and required by us for the performance of the services and c) the cost of any materials required for the provision of the services.
23. You must pay us for any additional services provided by us that are not specified in the quotation in accordance with our then current, applicable hourly rate in effect at the time of the performance or such other rate as may be agreed between us. The provisions of clause 11 also apply to these additional services.
24. The fees are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.
25. If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 8% per annum above the Bank of England's base rate from time to time. Such interest shall accrue daily from the due date until actual payment of the overdue account, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
26. In addition to interest in accordance with clause 5.5, if the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment the Supplier may charge a debt recovery charge to the Customer as set out below:
27. Outstanding amount due from Customer Debt Recovery Charge

28. Up to £999.99	£40.00
29. £1,000.00 top £9,999.99	£70.00
30. £10,000 or more	£100.00
31. The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.
32. If you are required to pay an "upfront" fee as detailed in the quotation, this must be paid within 20 days of acceptance and issuance of a purchase order.
33. If you do not pay the "upfront" fee to us according to the clause above, we will not place any orders and we may terminate the order under the clause below.
34. The upfront payment is non-refundable unless we fail to provide the services and are at fault for such failure (where the failure is not our fault, no refund will be made.)

Cancellation and amendment

35. We can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the services have not started, within a period of 3 days from the date of the quotation, (unless the quotation has been withdrawn).
36. Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.
37. If you want to amend any details of the services you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the fees and invoiced to you.
38. If, due to circumstances beyond our control, including those set out in the clause below (circumstances beyond a person's control), we must make any change in the services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.

Consequences of Termination

39. On termination of the Contract for any reason:
40. The Customer shall immediately pay to GAP Electrical & Mechanical Services Limited all outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, GAP Electrical & Mechanical Services Limited shall submit an invoice, which shall be payable by the Customer immediately on receipt;
41. The Customer shall return all of GAP Electrical & Mechanical Services Limited's materials and any deliverables which have not been fully paid for. If the Customer fails to do so, then GAP Electrical & Mechanical Services Limited may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
42. The accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, 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.
43. Clauses which expressly or by implication survive termination shall continue in full force and effect.
44. In addition to the obligations in clause 8.1 if the Customer terminates the Contract in accordance with clause 7 the following cancellation fee will be due and payable to GAP Electrical & Mechanical Services Limited:



- a. Time between service of written notice of termination and the proposed date of commencement of the Services
Cancellation fee
- b. More than 72 hours Nil
- c. 72 to 48 hours 25% of the quotation for provision of the Services
- d. 48 to 24 hours 50% of the quotation for provision of the Services
- e. Less than 24 hours 100% of the quotation for provision of the Services

Payment

45. We will invoice you for payment of the fees either:

- a. When we have completed the services; or
- b. On the invoice dates set out in the quotation.

46. You must pay the fees due within 30 days of the date of our invoice or otherwise in accordance with any credit terms agreed between us.

47. Time for payment shall be of the essence of the contract.

48. Without limiting any other right or remedy we have statutory interest; if you do not pay within the period set out above, we will charge you interest at the rate of 4% per annum above the base lending rate of the Bank of England from time to time on the amount outstanding until payment is received in full.

49. All payments due under these terms and conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set off or counter claim against the other to justify withholding payment of any such amount in whole or in part.

50. If you do not pay within the period set out above, we can suspend any further provision of the services and cancel any future services which have been ordered by, or otherwise arranged with you.

51. Receipts for payment will be issued by us only at your request.

52. All payments must be made in British pounds unless otherwise agreed in writing between us.

Subcontracting and assignment

53. We can at any time assign, transfer, charge, subcontract or deal in any other manner with all our rights under these terms and conditions and can subcontract or delegate in any manner any or all our obligations to any third party.

54. You must not, without our prior written consent, assign, transfer, charges, subcontract or deal in any other manner with all or any of your rights or obligations under these terms and conditions.

Termination

55. We can terminate the provision of the services immediately if you:

- a. Commit a material breach of your obligations under these terms and conditions; or
- b. Fail to pay any amount due under the contract on the due date for payment; or
- c. Are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order; or
- d. Enter into a voluntary arrangement under Part 1 or Schedule B1 of the insolvency Act 1986.

Liability and indemnity

56. Our liability under these terms and conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this clause.

57. The total amount of our liability is limited to the total amount of fees payable by you under the contract.

58. We are not liable (whether cause by our employers, agents or otherwise) in connection with our provision of the performance of any of our other obligations under these terms and conditions or the quotation for:

- a. Any indirect, special or consequential loss, damage, costs or expenses; or
- b. Any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third-party claims; or
- c. Any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
- d. Any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
- e. Any losses arising directly or indirectly from the choice of services and how they will meet your requirements or your use of the services or any goods supplied in connection with the services.

59. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.

60. Nothing in these terms and conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

Circumstances beyond a party's control

61. Neither of us is liable for any failure or delay in performing our 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, industrial action, civil unrest, fire, flood, earthquakes, acts of terrorism, acts of war or any other event that is beyond the control of the



party in question. If the delay continues for a period of 90 days either of us may terminate or cancel the services under these terms and conditions.

No waiver

62. No delay, act of omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right or remedy.

Severance

63. If one or more of these terms and conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these terms and conditions (which will remain valid and enforceable).

Health and safety

64. This Agreement does not absolve the Customer from their responsibilities under the Health & Safety at Work Act 1989, or other relevant health and safety legislation.

65. Works undertaken by GAP Electrical and Mechanical Services Limited code of practice for HV and LV works, and any industry standard norms as required.

Warranty

66. GAP Electrical and Mechanical Services Limited warrants that the equipment supplied will be in good working order and meet all relevant EU standards applicable.

67. Upon delivery of equipment to the Customer premises; it is agreed that the Customer becomes responsible for the care of the equipment and any damages will be chargeable to the Customer for replacement or repair.

68. All installation work will be undertaken with reasonable skill and care and in accordance with GAP Electrical and Mechanical Services Limited Safety Rules & Codes of Practice as amended from time to time.

69. Third party warranties on equipment supplied from third parties are directly the responsibility of the third part and the customer. GAP Electrical and Mechanical Services Limited will facilitate the order, delivery and installation to specifications and hand over the warranty to the customer thereafter.

Indemnity

70. The Customer shall indemnify GAP Electrical and Mechanical Services Limited against any expense, liability, loss, claim or proceedings in respect of damage or injury to persons or to property or death resulting from any disconnection of electricity supply for the purposes of carrying out any work under this Contract, unless the same is due to the negligence or default of GAP Electrical and Mechanical Services Limited or the Customer.

71. It is agreed that after successful completion of works, the equipment is accepted and handed over to the Customer. Thereafter all responsibility for safe use, maintenance or repair of any faulty or damaged equipment is handed over and subsequently owned by the Customer and no longer a responsibility of GAP Electrical and Mechanical Services Limited.

Confidentiality

72. Neither party shall, either during the period of this Contract or at any subsequent time, disclose to any other person any information expressed as being confidential disclosed to it by the other party pursuant to this contract.

General

73. The Clause headings in this Contract are for convenience only and shall not affect the interpretation of this Contract.

74. Any reference to any Act of Parliament shall be deemed to include any amendment, replacement or re-enactment thereof for the time being in force and to include any bye laws, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made there under any conditions attaching thereto.

English Law shall govern the validity of this Agreement

