

TERMS AND CONDITIONS

Cancellation rights for anybody purchasing our services for their private use as a consumer are set out in paragraph 4 below. Please note the limitations and exclusions of liability in paragraph 8.

1. GENERAL OBLIGATIONS

- 1.1 "We", "us" or "our" in this agreement refers to Harrison's Electrical, Mechanical & Property Services Limited and its employees and subcontractors. Our trading address is Harrison House, Sheep Walk, Langford Road, Biggleswade, SG18 9RB. "You" or "your" refers to the customer who is the recipient of our quotation and who accepts that quotation either verbally or in writing, subject to these terms and conditions ("Acceptance"). You are a consumer if you are purchasing the Services for your own personal use, otherwise you are a business. "Services" means those electrical, mechanical, property, fire protection, security and/or any other services that we agree to carry out for you and to which these terms and conditions will apply. The Services are set out in our quotation.
- 1.2 These terms and conditions and the Acceptance shall constitute the agreement between you and us.
- 1.3 You agree that you will:
- (a) provide access to your premises for our employees and subcontractors to carry out the Services at any reasonable time;
 - (b) provide all facilities at the premises that we may reasonably require to carry out the Services;
 - (c) restrict access to those parts of the premises where the Services are being carried out to those individuals undertaking the Services;
 - (d) obtain all consents, permissions and licenses required for the performance of the Services (other than where it is our duty to obtain them);
 - (e) provide us with all information, co-operation and support that we may reasonably require to enable us to carry out our obligations under this agreement.
- 1.4 We will provide the Services in accordance with this agreement and with reasonable skill and care.
- 1.5 Unless a third party is specifically identified as having any entitlement under this agreement, nobody apart from you and us shall have any rights under it.

2. ENTIRE AGREEMENT

- 2.1 This agreement contains all the terms and conditions you and we have agreed and set out the entire agreement between you and us.
- 2.2 Neither you nor we shall be entitled to rely on any statement or representation made by the other if that

statement or representation is inconsistent with what is set out in this agreement.

- 2.3 This agreement shall prevail over any inconsistent terms which you may include on, attach to, or refer to in any enquiry form, purchase order or other document which you have sent to us, or which may be implied by law or trade, custom, practice or a course of dealing between both you and us, all of which are hereby expressly excluded.

3. DURATION AND TERMINATION

- 3.1 This agreement shall begin on the date of the Acceptance (the "Commencement Date"). If we are only carrying out a specific task for you (a "Job") this agreement shall end once that Job has been completed and we have been paid. However, if we are performing regular periodic service visits ("Periodic Services") then unless otherwise stated, this agreement shall continue for a minimum period of one year (the "Minimum Period") starting on the Commencement Date.
- 3.2 After the Minimum Period, the agreement will continue on a yearly basis unless terminated:
- (a) at any time by either of us for one of the reasons set out in paragraph 3.3 or paragraph 9 below; or
 - (b) at the end of the Minimum Period or any anniversary of that date where we or you (as applicable) have given the other at least 3 months prior written notice of termination.
- 3.3 Either we or you shall have the right to terminate this agreement immediately if the other:
- (a) fails to comply with its obligations under this agreement within 7 days of a written request to comply; or
 - (b) is declared bankrupt, or is unable to pay his debts when they are due or where that other is a company, becomes insolvent within the meaning of the Insolvency Act 1986.
- 3.4 We may terminate this agreement for non-payment of our charges, but not unless we have reminded you that you are late paying your invoice as set out in paragraph 5.6.
- 3.5 Where you terminate this agreement before or after the end of the Minimum Period and you do not have any right to terminate early, you shall pay us compensation for not complying with your agreement with us. You agree that this compensation will be calculated as follows:
- (a) where you terminate during the Minimum Period: 80% of the aggregate charges due until the end of the Minimum Period; or
 - (b) where you terminate at any time after the end of the Minimum Period: 30% of the aggregate charges you would have paid us until the time when you would

- have been entitled to terminate this agreement.
- 3.6 Where we terminate this agreement because you have not complied with your obligations or because you have not paid us for the Services we have provided to you, we shall be entitled to invoice you for compensation in respect of the date from which we terminate this agreement to the date upon which you could have terminated this agreement by giving notice. This compensation shall be calculated on the same basis as is set out in paragraph 3.5.
- 3.7 If this agreement is for a Job and you terminate it before that Job has been completed, you will pay us upon our written request 100% of the charges for the work completed at the date the agreement is terminated, plus any other irrecoverable costs we have incurred in relation to the Job.
- 4. STATUTORY RIGHT TO CANCEL**
(This paragraph 4 only applies if you are a consumer and you have entered into a distance or off-premises contract).
- 4.1 If this paragraph applies to you, then under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you have a legal right to cancel this agreement at any time within 14 days (the “Cooling off Period”) beginning on the day after you signed these terms and conditions in our presence, in your home or at your premises, or entered into a distance contract with us over the phone, via email or over the internet.
- 4.2 You agree that we may begin to provide you with the Services during the Cooling off Period and that where we do so, your right to cancel this agreement pursuant to paragraph 4.1 will be lost.
- 5. PAYMENTS**
- 5.1 The charges for the Services (which exclude VAT unless otherwise indicated) are set out in our quotation. However, we may also claim additional charges from you if you fail to comply with any of your obligations in paragraph 1.3. You also agree that we shall be entitled to increase the charges on 28 days prior written notice to you:
- (a) at any time after the end of the first year provided we do not increase the charges more than once in any year under this paragraph 5.1 (a); and
- (b) where our operating costs have increased due to reasons outside our control, such as:
- (i) increases to the costs of fuel, utility services, or the cost of necessary equipment or any other materials we use to provide the Services;
- (ii) any change to or the introduction of any tax or levy imposed on us by any government agency;
- (iii) any statutory increase to our labour costs, for example a statutory increase to our employees’ entitlement to paid leave; or
- (iv) the addition of, or any increase to, the costs or charges of any other person whom we have to pay in connection with the Services.
- 5.2 If the rate of VAT changes between your order date & the date we provide the Services, we will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in VAT takes effect.
- 5.3 Our charges are based on the Services we agree to provide to you and also take into account our initial set up costs, the cost of materials and equipment, the support and training we provide to our personnel and our administration costs. This means that where we agree with you to reduce the Services or to cancel a particular Service we provide to you, the reduction to our charges may not be pro rata to the reduction in or cancellation of our Services.
- 5.4 Payment terms are 14 days from date of invoice in respect of both Jobs and Periodic Services.
- 5.5 Unless otherwise agreed with us in writing, all invoices must be paid by BACS transfer.
- 5.6 If you are late in making any payment to us we will write to you giving you a further 7 days to pay and informing you that if you do not pay you risk termination or suspension of the Services at our discretion. If you do not pay what you owe before that 7 days runs out then we shall be entitled to terminate this agreement or suspend the Services without being obliged to write to you again. Where we decide to suspend the Services we shall not be obliged to recommence them until you have paid in full what you owe us.
- 5.7 Where despite any reminder we may have given you, you still do not pay what you owe us & we have to engage the services of a debt collection agency or solicitors to recover the debt, we shall be entitled to charge you an administration fee of £40.00 which will be additional to any legal fees for which you become liable.
- 5.8 If payment of any invoice is not made by the due date we shall also be entitled to recover from you interest on the overdue amount at a rate which is 5 percent higher than the Lloyds Bank plc lending rate applicable from time to time. Interest will be calculated on a daily basis from the due date for payment until payment is made whether before or after any court judgment.
- 5.9 Payment of invoices shall not be conditional on purchase order numbers or similar having been allocated or provided.
- 6. EQUIPMENT OBLIGATIONS**
“Rental Equipment” means any equipment that is identified as such in our quotation but does not include

any goods we may sell to you. **“Replacement Value”** means the full cost of replacing any item of Rental Equipment at the time it is lost or damaged.

6.1 As part of the Services, we will maintain and repair any Rental Equipment so that it is kept in good working order provided that:

- (a) you have complied with all of your obligations under this agreement, including in particular prompt payment of our invoices; and
- (b) the repairs have not been caused by:
 - (i) wilful or careless damage, negligence, mishandling, tampering or any unauthorised repairs by you or on your behalf; or
 - (ii) vandalism.

6.2 You shall:

- (a) be responsible for any damage to or loss of any Rental Equipment. This shall not apply to damage that we are obliged to maintain & repair as referred to in paragraph 6.1 above;
- (b) not sell the Rental Equipment nor give it to anybody else for any reason. You acknowledge that we own the Rental Equipment;
- (c) insure the Rental Equipment for its Replacement Value against all risk of loss or damage (other than damage occurring during its normal operation and/or use);
- (d) insure against injury (including death) to any persons or for loss of or damage to property as a result of any misuse of the Rental Equipment, or your negligence;
- (e) immediately notify anyone claiming possession of the Rental Equipment that it belongs to us;
- (f) comply with all statutory and safety requirements relating to the use of the Rental Equipment;
- (g) notify us immediately if the Rental Equipment is damaged or lost;
- (h) not permit anybody other than us to remove, repair or maintain the Rental Equipment; and
- (i) not remove any labels or signs indicating that the Rental Equipment belongs to us or a third party.

6.3 Removal of Rental Equipment

- (a) You will allow us at any reasonable time to enter any premises where the Rental Equipment is situated so that we may inspect it. You will also allow us access to any premises on termination of this agreement where this is necessary for the removal of the Rental Equipment, no matter what the reason for termination is. If upon termination of this agreement, we

are unable for any reason to recover the Rental Equipment (unless this is due to our fault), you will pay us upon receipt of our invoice the Replacement Value of the Rental Equipment which has not been recovered.

- (b) whilst we will exercise reasonable care when removing Rental Equipment from your premises, we do not accept any responsibility for restoring that part of the premises where the Rental Equipment was installed to its original state.

6.4 We shall be entitled to replace any Rental Equipment at any time when we believe it is appropriate to do so. Any replacement Rental Equipment will be of at least an equivalent standard to that which we have removed. Items which replace Rental Equipment shall, upon replacement, be subject to these terms and conditions.

7. OWNERSHIP AND RISK IN GOODS SOLD

7.1 Risk of damage to or loss of any goods sold to you (**“Goods”**) shall pass to you once we have delivered and installed them at your premises. However, you will not own any Goods until we have received payment in full for them in cleared funds. All Rental Equipment shall remain our property.

7.2 Until such time as you own the Goods you will keep them separate from any other goods you may own or have in your possession so that they can be readily identified as belonging to us. You shall also ensure that they are properly stored, protected and insured.

7.3 Unless you own the Goods you shall promptly return them to us if we ask you to do so. If you refuse to return any Goods when we have asked you to do so, you agree that we may enter your premises and remove them.

8. LIABILITY – YOU MUST PAY CAREFUL ATTENTION TO THIS PARAGRAPH

8.1 We do not in any way exclude or limit our liability for:

- (a) personal injury or death caused by our negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) any other act or omission which cannot be excluded or limited under any applicable law.

8.2 Other than as set out in paragraph 8.1, we only accept liability that arises as a result of our performance of the Services and which is for:

- (a) replacement or (at our option) repair of Goods or their components where these are defective or unsuitable for their purpose due to faulty workmanship, design or materials;
- (b) physical damage to property because of our negligence or fault; and/or
- (c) our failure to provide the Services in accordance with these terms and conditions; or

- (d) our failure to use reasonable skill and care, but our total liability under this paragraph 8.2 will not be more than £250,000.00 in the aggregate.
- 8.3 In addition to and subject to paragraph 8.2, we shall not in any circumstances be liable to compensate you for any:
- (a) loss of profit, whether direct or indirect;
 - (b) loss of use or business interruption;
 - (c) losses that we could not reasonably be expected to have anticipated; or
 - (d) economic or financial loss or damage, regardless of whether such loss is because of our negligence or our breach of the agreement.
- 8.4 You acknowledge that the charges you pay for the Services we provide reflects the level of liability we have agreed to accept and that if our liability was to be increased, the charges for the Services may also have to increase.
- 8.5 If you want to make a claim against us you must do so in writing to us within 28 days of first becoming aware of the circumstances which give rise to the potential claim. This is to enable us to rectify any deficiency in the Services we have provided, where this is possible. You must provide us with sufficient detail of the circumstances so that we may investigate it. If you do not notify us of a claim within this 28 day period, we shall not be liable for any loss or damage you may suffer in connection with the circumstances giving rise to it.
- 9. EVENTS OUTSIDE OUR CONTROL**
- 9.1 If either of us is prevented or delayed in the performance of any of our respective obligations (other than payment obligations) under this agreement by circumstances beyond our reasonable control, then whichever of us is prevented or delayed shall be excused the performance or the punctual performance of its obligations (as the case may be) for so long as whatever is preventing or delaying performance shall continue, provided that if the reason preventing or delaying performance should continue for more than 30 days, then whichever of us is unaffected shall be entitled to terminate this agreement on written notice to the other.
- 10. ASSIGNMENT**
- 10.1 You may not assign this agreement without our prior written consent. We may assign this agreement to another company in the same group of companies as us.
- 11. HEALTH AND SAFETY**
- 11.1 You shall ensure that you follow any and all advice and instructions that we may give you for the protection of the health and safety of anybody at your premises whilst the Services are being provided.
- 11.2 You must notify us (in advance of our providing the Services) of any hazards or obstacles that we may encounter whilst working at your premises.
- 12. DATA PROTECTION AND GDPR**
- 12.1 Where you provide personal information to us you agree that we may use this information to the extent necessary for the following purposes:
- (a) to obtain a credit reference from a credit reference agency for you; and
 - (b) to retain tracing agents to locate you where you have changed your address without telling us and have failed to pay any invoice by the due date.
- 13. VARIATIONS**
- 13.1 No change to or cancellation of this agreement shall be binding until we have both agreed to it in writing. This paragraph shall not apply where either of us is exercising any termination or suspension right we may have under the agreement.
- 14. NOTICES**
- 14.1 Any notice to be given under this agreement shall be in writing. We shall write to you at your email address or by first class post to the address set out in our quotation or to such other address as you may tell us in writing from time to time.
- 14.2 Where you want to write to us for any reason (including where you have any complaint about the Services provided to you) you should email us at info@harrisons.pro or send any letter or notice by hand or by first class post to Harrisons Electrical, Mechanical & Property Services Limited, Harrison House, Sheep Walk, Langford Road, Biggleswade, SG18 9RB.
- 14.3 Where a letter or notice is sent by first class post it will be assumed to have arrived at the address to which it is sent on the second working day after it was posted.
- 15. SEVERANCE**
- 15.1 If any part of this agreement is found to be illegal, invalid or unenforceable, this shall not affect the remainder of the agreement.
- 16. SET OFF**
- 16.1 You shall not be entitled to withhold any payment due to us unless you are doing so because of a dispute as to the amount due, in which case you may only withhold that amount which is in dispute.
- 17. GOVERNING LAW AND JURISDICTION**
- 17.1 The agreement shall be governed by and interpreted according to the laws of England and Wales and you and we each agree to submit to the exclusive jurisdiction of the English Courts.