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Litenow Ltd, Unit 10, Headley Park 10
Woodley, Reading RG5 4SW

Terms and Conditions

These are the trading terms and conditions of **Litenow Limited (company number 07291442)** whose registered office is at Unit 10, Headley Park 10, Woodley, Reading, Berkshire, England, RG5 4SW

Definitions

In these terms and conditions, the words defined below shall have the following meanings:

'we', 'us' or 'our'	is a reference to Litenow Limited;
'you' or 'your'	is a reference to the person to whom we are providing our Services or supplying Materials and who is required to pay for the Services we provide and the Materials we supply;
'Fee'	means the fee as detailed in the attached estimate or as provided orally;
'Materials'	means any materials, goods, parts or items supplied by us and used or intrinsic to providing the Services;
'Services'	means where applicable the installing, fitting, fixing, making good, joining, repairing, connecting of, electrical equipment, wiring and/or the Materials, or your existing materials and/or goods and where one has been provided in accordance with our written estimate.

Specification

- 1.1 We will provide and complete the Services.
- 1.2 We will require written acceptance or email acceptance by you of these Terms & Conditions and our offer to provide the Services before we undertake any of the Services.
- 1.3 We suggest that before you accept in accordance with 1.2 above, you read through these Terms and Conditions. If you have any questions regarding these terms and conditions please contact us.
- 1.4 Where a written estimate detailing the Services has not been provided by us, we will carry out the Services in accordance with any prior discussion we have had about the Services.
- 1.6 You accept that you agree to all parts of the Services we carry out and do not dispute any part of those Services unless you have provided us with specific instructions (which we have not rejected or amended) to the contrary.

Providing the Services

We will provide the Services to you within a reasonable time period of receipt of the Initial Deposit or at our entire discretion on a date agreed between us.

Our aim is to always provide the Services:

using reasonable care and skill in compliance with commonly accepted practices and standards in electrical services and in compliance with England's laws and regulations in force at the time we are carry out the Services.

Supply of Materials

The Materials set out in our estimate or as discussed are the Materials that you have agreed for us to purchase.

Unless agreed in writing you accept our decision that the Materials we purchase are reasonable in cost and suitable in application for the Services we will be providing.

Once the Materials have been purchased for you or supplied to you it will not be possible for you to cancel or change what is purchased or supplied (except as you are permitted to do so under law).

Unless agreed otherwise, we will arrange for the Materials to be delivered to your premises.

Once the Materials are delivered to you at your premises it will be your responsibility to look after the Materials and you must store the Materials in a safe place away from your own or any third party's materials.

If you delay delivery after we and you agree a date for delivery, then we will not be responsible for the Materials after the agreed date of delivery whether or not the Materials have been delivered (unless any damage which the Materials suffer is due to our negligence).

Where any Services need to be performed in relation to the Materials (such as installing the Materials, fitting the Materials or making them ready to be used) we assume that:

- (a) a supply of electricity is available; and
- (b) existing systems, devices, goods, materials, wiring, pipes, electricity, walls etc to which Materials are to be connected, added etc are in good working order and suitable for the installation, fitting or configuring of the Materials unless we are specifically and clearly told otherwise; and
- (c) if the Materials are to be connected to other Materials or systems then such connection is suitable and permitted (either by the manufacturer or maker or by law).

The Materials will be in accordance with statutory requirements, be of satisfactory quality, meet any description concerning them and be fit for the normal purposes. If there are particular purposes for which the Materials will be used then we need to be made aware of these before the Materials are ordered.

Days and times when we normally provide the Services

Unless we agree otherwise we will provide the Services on normal working days and start work no earlier than 8am and finish work no later than 5pm. A normal working day for us means Mondays to Fridays, excluding any bank or other national holidays.

Timing

Our responsibility to perform the Services and deliver the Materials by particular dates

We aim to carry out the Services and the delivery of the Materials by the dates and times we either agree with you or notify to you. But we cannot guarantee or provide a firm commitment that:

- (a) we will start performing the Services by a specified date or time; or
- (b) we will complete the performance of all the Services by any specified date or time; or
- (c) the performance of any individual part of the Services will be completed by a specified date or time; or
- (d) the Materials will be delivered at the times or dates specified.

Force Majeure

5.2.1 Certain situations or events may occur which are not within our reasonable control. Where one of these occurs we will normally attempt to recommence performing the Services as soon the situation which has stopped us performing the Services has been resolved. In such circumstances there may be a delay (sometimes a substantial delay) before we can start or continue performing the Services. Examples of events or situations which are not within our reasonable control:

where conditions make it impossible or unsafe for us to perform any of the Services;
if the Materials are not delivered on the date or at the time agreed with the supplier of the Materials (and it is not possible to obtain a replacement from an alternative supplier at all or within a reasonable amount of time, or the price charged by the alternative supplier is excessively higher than by the original supplier);
where you make a change in the Services you wish us to perform (and this results in, for example, us having to do further work or wait for new or different Materials and/or Materials);
where we have to wait for other providers of services (who have been engaged by you) to complete their work before we are able to perform the Services (or the relevant part of the Services dependant on the other provider);
where we are unable to gain access to your premises to carry out the Services at the times and dates we have agreed with you;
where the areas in your premises have not been readied by you as we and you have agreed in order for us to perform the Services;
for other some unforeseen or unavoidable event or situation which is beyond our control.

5.2.2 If the delay in us recommencing performing the Services will be excessive then we will offer you the option of either:

- (a) continuing to wait until we are able to recommence performing the Services. If you are required to make any payments during this period (for example if we and you have agreed that you will pay us in staged amounts) then we will not require you to make any of the payments required until we are able to recommence performing the Services; or
- (b) allowing you cancel the contract. If you choose this option then you will only have to pay for any Services we have performed up to the date of cancellation and for any Materials which we have supplied. If you have made payment(s) to us in excess of the amount of Services we have performed or Materials we have purchased, we will return the difference to you within 28 days of cancellation.

Price, estimates and payment

Our charges based on an estimate

6.1.1 If an estimate is provided as opposed to a fixed price quotation we only will endeavour to charge you in line with the estimate given, the estimate is not binding and is an indication only of how much we will charge.

6.1.2 If an estimate is provided as opposed to a fixed price quotation we may need to charge you a higher amount than stated in the estimate. This can occur for a number of reasons, in particular where:

what you require us to do changes, or the amount of work or Services you require us to provide increases or is different to what we and you agreed before we started performing the Services and as stated in the estimate; or
when we start performing the Services, it becomes apparent that the quantity of Services we will need to perform or the type of work that is involved is different to what we agreed before we started performing the Services and we could not reasonably foresee this before we started performing the Services; or
if Materials needed to complete the Services have not been included within our estimate and subsequently further Materials are needed to complete the Services.

We will inform you where any of the situations within sub clauses 6.1.2 (a) (b) or (c) apply and the additional costs needed to complete the Services will be added to our invoice on completion of the works with any applicable VAT.

Payment for the purchase of the Materials

You will need to pay for any Materials before or at the time we purchase or order them (plus the costs of delivery). For your information, most Materials we purchase will need to be paid for in advance of purchase or at the time of ordering.

We will retain ownership of any Materials until you have paid for them whether or not the Materials are delivered or have been subject to the Services we are to perform concerning them.

VAT

All amounts stated (whether orally or in writing) are exclusive of VAT, which will be added at the rate currently in force.

If you do not pay when required to

If you fail to make payment by the date or time we and you agree we may:

6.4.1 charge you interest at the NatWest base rate plus 4% on any outstanding amounts if those outstanding amounts remain unpaid for more than 21 days from the date of our invoice; and/or

6.4.2 if the amounts not paid represent more than 10% of the total value of the Services we are to perform for you and there remain some Services which we have not yet performed, then we may suspend performing the remaining Services until you make payment;

6.4.3 provided always that we may cancel our Services and terminate these terms and conditions where you have failed to make payment within 21 days by the date or time you and we have agreed or within 21 days of the date of our invoice and where we cancel the Services we will be entitled to claim the items as listed in clauses 9.1(a) and 9.1(b).

Where you seek to not pay amounts due to us

You will not refuse to pay any amount owing to us where there is only a minor or inconsequential defect or error in the performance of the Services. You will be entitled only to refuse to pay no more than a proportionate amount of any amount due.

Things you will need to do

6.1 If we are performing the Services at your premises then you should:

- (a) make the areas where the Services are to be performed ready;
- (b) remove any items which will stop or hinder in the performance of the Services;
- (c) protect your items or possessions from the effects of us performing the Services; and
- (d) allow us to gain access to your premises at the dates and times we and you have agreed we will perform the Services or when the Materials will be delivered.

6.2 If required by us you will obtain all necessary consents, permissions and approvals before we start performing the Services.

6.3 You will make available domestic facilities at your premises as we reasonably require.

Some restrictions and assumptions

We will assume that all information, measurements and facts ('Measurements') that you provide are accurate and true. We will not accept liability for any loss or damage caused where we reasonably perform our Services in reliance of these. We will be responsible for any Measurements we make or provide.

Exclusion and limitation of liability

Except in the case of death or personal injury caused by our negligence, our liability under or in connection with these terms and conditions whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall not exceed the Fee paid by you under these terms and conditions.

We shall only be liable for any loss of damaged suffered by you which is a reasonably foreseeable consequence of a breach of these terms and conditions. In the event that any loss or damage suffered by you relates to your business activities then we exclude all liability and in particular we exclude all liability for loss of profits or other economic loss arising from a breach of these terms and conditions.

Cancellation by you

If we agree to the cancellation of the Services by you then you will be responsible for the cost of:

- (a) any of our time in performing the Services up to the date we stop providing the Services;
- (b) any Materials we are contractually committed to buying or have been bought on your behalf up to the date of termination (whether or not we need to pay for them before or after the date the contract between us and you is cancelled). Any Materials we have purchased (but not used in performing the Services) will be delivered to you.

In the circumstances stated in clause 9.1 we will first deduct the amounts for which you are responsible from any deposit you have paid. Any remaining deposit will be returned to you. If the amount owing is greater than the deposit we will return invoice you for the amount in excess of the deposit.

If you:

- (a) purport to cancel the Services, or
- (b) give notice purporting to Services, or
- (c) otherwise do not fulfil your obligations (such as by not paying any sums due to be paid to us) in a way which amounts to you cancelling the Services, we do not have to accept your cancellation except as provided in clause 9.1 or as otherwise provided for in this contract.

Amendments to the contract terms and conditions

We will have the right to amend these terms and conditions where:

- (a) we need to do so in order to comply with changes in the law or for regulatory reasons; or
- (b) we need to correct any errors or omissions (and this right includes the right to change any of the documentation which forms part of the contract), as long such correction is minor and does not materially affect the contract.

Where we are making any amendment we will give you 14 days' prior notice (unless cancellation of the Services occurs before that period)

Contracts (Rights of Third Parties) Act 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 these terms and conditions are not intended to, and do not, give any person who is not a party to them any right to enforce any of its provisions.

Law and jurisdiction These terms and conditions shall be governed and construed by the law of England and you and we agree to submit to the jurisdiction of the courts of England and Wales.

