

Redbridge & Son's T&C's for engagement of services CSV001

1. DEFINITIONS

- 1.1. "Customer" means the party identified as the Customer in this Agreement to whom Redbridge Property Services Ltd may agree to supply Products in accordance with these terms and conditions.
- 1.2. "Company" means Redbridge Property Services Ltd trading from Unit 11 The Glenmore Centre, Quedgeley, Gloucester, GL2 2AP.
- 1.3. "Products" means goods and/or services provided by the Company to the Customer in accordance with these terms and conditions.

2. ORDER ACCEPTANCE

- 2.1. All orders placed with the Company by the Customer for Products shall constitute an offer to the Company under these terms and conditions, subject to availability of the products and to acceptance of the order by the Company's authorised representative.
- 2.2. All orders are accepted, and Products supplied subject to these express terms and conditions only. No amendment to these terms and conditions will be valid unless confirmed in writing on or after the date hereof by the Company's authorised representative.
- 2.3. It is agreed that these terms and conditions prevail over the Customer's terms and conditions of purchase unless these latter terms and conditions are amended by the Company in writing and signed by the Company's authorised representative.
- 2.4. A deposit will be required from the Customer to confirm the order. The amount of deposit and subsequent payments required is set out in section 8 below, unless expressly varied in writing.
- 2.5. Redbridge Property Services Ltd reserve the right to cancel any order and return any deposit without penalty.

3. INDEPENDENT CONTRACTOR

- 3.1. The relationship between the Company and Customer is that of Independent Contractor. Neither party is the agent of each other, nor has any authority to make any contract or make any obligation expressly or implied in the name of the other party, without that party's prior written consent for express purposes connected with the performance of this Agreement.

4. DELIVERY & INSTALLATION

- 4.1. Any dates and times quoted for delivery and installation are provisional and may be affected by conditions or circumstances beyond the Company's reasonable control. In no event shall the Company be liable for any damages or penalty for delay in installation or delivery.
- 4.2. Unless other security arrangements have been made or the works are carried out under the accepted terms of a construction contract, the Customer is solely responsible for the safeguarding of goods and materials the Company delivers to site for incorporation into the works and for ensuring that installation work in progress is protected from damage by persons either known or unknown. It is assumed by the Company that the Customer will notify his insurers of the nature, extent and value of the works and pay any additional premium to his buildings insurance policy that may be required to insure the works.
- 4.3. The Company will take reasonable precautions to protect unfixed goods and materials on site to the Customer's reasonable satisfaction and undertakes to carry out the installation in a safe and well-ordered manner consistent with industry codes of practice currently in force.
- 4.4. The Company undertakes to leave the site in a tidy and safe condition at the end of each working day and to make the Customer aware of any circumstances or conditions that may have health & safety implications for the Customer.
- 4.5. The Company is not responsible for any work over and above that which is mentioned in the Scope of Works agreed between the parties, in particular work to ensure that the existing electrical installation at the customer's premises meets regulations and is safe to work on. Such work may include but is not limited to earth bonding, incoming supply main switches and fuses, consumer unit, and wiring, sockets and switches. The customer will be liable to pay for any such work which has to be carried out to enable a compliant installation of the Products.

5. PLANNING CONSENT AND OWNERSHIP

5.1. Unless an alternative intention is mentioned in writing, it will remain the Customer's responsibility to obtain any statutory consent such as planning or listed building consent that may be required in order for the Products to be installed on the Customer's building or buildings.

5.2. The Company will not accept any claims whatsoever for loss or inconvenience due to not obtaining statutory consents if it is not included in this agreement. By signing the order, the Customer is accepting responsibility for ensuring that as owner of the property he has the consequent rights to make alterations to the property.

5.3. Where the Customer is not the legal owner of the building it is the Customer's sole responsibility to ensure that consent has been obtained from the legal owner for the building/Company to install its Products.

6. CANCELLATIONS AND RESCHEDULING

6.1. Subject to section 12, any request by the Customer for cancellation of any order or for the rescheduling of the installation date will only be considered by the Company if made at least 7 working days before dispatch of the Products. Any such request shall be subject to acceptance by the Company at the Company's sole discretion.

6.2. The Customer hereby agrees to indemnify the Company against all its direct and indirect costs, damages, charges and expenses incurred in connection with the order and its cancellation or rescheduling.

6.3. The Company reserves the right to refuse to work for customers or clients that are abusive or aggressive in any way towards its staff members or representatives.

7. PRICING

7.1. Catalogues, price lists and other advertising literature or material as used by the Company are intended only as an indication as to the price and range of goods offered and no prices, descriptions or other particulars contained therein shall be binding on the Company.

7.2. All prices are given by the Company at the time of the order are on an ex-works basis.

7.3. All quoted or listed prices are based on the cost to the Company of supplying the Products to the Customer. If before delivery of the Products there occurs any increase in any way of such costs in respect of Products that have not yet been delivered, the price payable may be subject to amendment without notice at the Company's discretion.

7.4. All prices are exclusive of Value Added Tax and any similar taxes. All such taxes are payable by the Customer and will be supplied in accordance with UK legislation in force at the tax point date.

8. PAYMENT TERMS

8.1. Invoices will be raised by the company upon the placing of an order by a customer, in the following sequence (unless by prior agreement in writing overriding this standard payment plan). The standard company payment plan is: 30% on receipt of order, 25% on the start onsite of the installation works, 40% on the physical completion of the agreed works, 5% on the handover of the commissioning and other documents and O/M manual.

8.2. All prices will be subject to VAT and the rates at the time of placing the order and according to allowances for renewable energies if appropriate.

8.3. Feasibility payments for project evaluation purposes e.g. DNO & structural design will be raised by the company on the agreement with the customer and sent as an invoice. The invoice will be paid prior to the appointment of the relevant process for feasibility evaluation to commence and conclude. All information gathered in the feasibility studies will be the property of the customer and presented on completion of the process by the company.

8.4. Unless otherwise specifically requested and agreed all invoices will be payable by the Customer within 7 days from the date of the invoice, delays relating to certificates from governing bodies or DNO will not be treated as reason to delay payment of the final invoice in full as it is outside of the company's control (Redbridge will remain committed to chasing all paperwork for the customer as expected).

8.5. Payments which are not received when by the due date will be considered overdue and remain payable by the Customer together with interest for late payment from the date payable at the rate of 4% per annum above the base rate for the time being. Such interest shall accrue on a daily basis and be payable on demand after as well as before judgement.

8.6. Title to all goods supplied and installed shall pass to the Customer when all prices, taxes and charges due in respect of the total price of the contract have been paid in full.

9. SPECIFICATION OF PRODUCTS

The Company will not be liable in respect of any loss or damage caused by or resulting from any variation for whatsoever reason in the manufacturer's specifications or technical data and will not be responsible for any loss or damage resulting from curtailment or cessation of supply following such variation. The Company will use reasonable endeavours to advise the Customer of any such impending variation as soon as it receives any such notice thereof from the manufacturer.

9.0. Unless otherwise agreed, the Products are supplied in accordance with the manufacturer's standard specifications as these may be improved, substituted or modified. The Company reserves the right to increase its quoted or listed price or to charge accordingly in respect of any orders accepted for Products of non-standard specifications and in no circumstances will it consider cancellation of such orders or the return of such orders.

10. WARRANTY ON GOODS & SERVICES

10.0. The Company warrants that it has good title to or license to supply all Products to the Customer, and that the products are new unless otherwise stated.

10.1. The Company provides a warranty on its workmanship for a period from the date of completion, that period Being 24 months in the case of new solar photovoltaic, heat pumps, energy storage systems and electric vehicle charging point installations and accessories thereto, 12 months in the case of upgrades to existing systems and other bespoke installation works, and 3 months in the case of service work, PROVIDED THAT no unauthorized modifications or interference to the products or to the system of which the products forms part have taken place. Any amendments to the original commissioned infrastructure forming part of the installation including password changes or replacement of parts of the infrastructure are not covered under the warranty period eg: such as replacement of a router/data communications products. Any such changes would incur charges as required to cover the costs corrective actions required.

10.2. If any of the equipment provided and installed by the company in the system should prove defective under normal operation or service, such Products will be repaired or replaced in accordance with any warranty cover or terms as provided by the manufacturer of the Products. The Company will not cover the cost of labour and other expenses incurred in repairing or replacing defective equipment where this are not included in the manufacturer's warranty cover. The cost of labour will be determined by the Company's price list for service work.

10.3. For full terms and conditions of our workmanship warranty, please see our workmanship warranty document, normally issued upon completion of and payment for the works.

10.4. If the Products are rejected by the Customer as not being in accordance with the Customer's order pursuant to clause 9.2, the Company will only accept the return of such Products provided that it receives written notification thereof giving detailed reasons for rejection. The Company will not consider any claim for compensation, indemnity or refund until liability, if any, has been established or agreed with the manufacturer and where applicable the insurance company. Under no circumstances shall the invoiced Products be deducted or set off by the Customer until the Company has passed a corresponding credit note.

Redbridge Property Services Ltd are not liable for the cost of hiring and erecting access equipment (including but not limited to scaffolding, tower, cherry pickers and any other means of mechanical access at heights) in order to gain safe access to roofs to investigate and rectify defective components such as optimisers, modules, micro-inverters, sensors, valves, tubes and any other component situated on-roof, and this remains the responsibility of the customer to enable safe access for our workers, whether covered by manufacturers' warranties or otherwise.

11. INDEMNITIES AND LIMITS OF LIABILITY

11.0. The Company will indemnify the Customer for direct physical injury or death caused solely by defects in any of the Products or caused solely by the negligence of its assigned employees acting within the course of their employment and the scope of their authority.

11.1. The Company will indemnify the Customer for direct damage to property caused solely by defects in any of the Products or caused solely by the negligence of its assigned employees acting within the course of their employment and the scope of their authority. The total liability of Redbridge Property Services Ltd under this sub clause shall be limited to £2 million for any one event or series of connected events.

11.2. Except as stated in clauses 11.1 and 11.2 above, the Company disclaims and excludes all liability to the Customer in connections with these terms and conditions including the Customer's use of the Products and in no event shall the Company be liable to the Customer for special, indirect or consequential damage including but not limited to loss of profits arising from loss of data or in connection with the use of the Products. All terms of any nature, express or implied, statutory or otherwise, as to correspondence with any particular description or sample, fitness for purpose or merchantability, are hereby excluded.

11.3. The Customer shall indemnify and defend the Company and its employees in respect of any claims by third parties which are occasioned by or arise from any Company performance or non-performance pursuant to the instructions of the Customer or its authorised representative.

12. TERMINATION FOR CAUSE

12.0. This agreement may be terminated forthwith by notice in writing:

12.1. By the Company if the Customer fails to pay any sums due hereunder by the due date notwithstanding the provisions for late payment as in clause 7.1.

12.2. If either party fails to perform any of its obligations under this Agreement and such failure continues for a period of 14 days after written notice thereof, by the other party.

12.3. If either party is involved in any legal proceedings concerning its solvency, or ceases trading, or commits an act of bankruptcy or is adjudicated bankrupt or enters liquidation, whether compulsory or voluntary, other than for the purposes of an amalgamation or a reconstruction, or makes an arrangement with creditors or petitions for an administration order or has a Receiver or Manager appointed over all or any part of its assets or generally becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, then without prejudice to any other rights or remedies available to it, the other party shall have the right to terminate this Agreement forthwith.

12.4. Any termination of this Agreement pursuant to this clause shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law, and shall not affect any accrued rights or liabilities of either party.

13. CONTRACT

13.0. The headings in this Agreement are for ease of reference only and shall not affect its interpretation or construction.

13.1. No forbearance, delay, indulgence by either party in enforcing its respective rights shall prejudice or restrict the rights of that party and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or any later breach.

13.2. The Customer agrees not to assign any of its rights herein without the prior written consent of the Company.

13.3. In the event of any of these terms and conditions or any part of them being judged illegal or unenforceable for any reason, the continuation in full force and effect of the remainder of them shall not be prejudiced.

13.4. Neither party shall be liable to the other for any delay in failure to perform its obligations hereunder (other than a payment of money) where such delay or failure results from force majeure, act of God, fire, explosion, accident, industrial dispute or any cause beyond its reasonable control.

13.5. Any documents or notices given hereunder by either party to the other must be in writing and may be delivered personally or by recorded delivery or registered post and in the case of post will be deemed to have been given 2 working days after the date of posting. Documents or notices shall be delivered or sent to the addresses of the parties on the first page of this Agreement or to any other address notified in the normal course of trading in writing by either party to the other for the purpose of receiving documents or notices after the date of this Agreement.

13.6. These terms and conditions shall be governed and construed in accordance with the law of England and Wales.

The acknowledgement to the company by way of an instruction from the customer to proceed with the works is by way of agreement to the company's terms and conditions as laid out in this document for the commencement of the tendered works / project. The company will provide by way of inclusion a copy of these terms and conditions within the quotation/proposal/tender documentation and copies can also be requested by the customer at:

info@redbridgeandsons.co.uk