



**MOMENTUM
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Terms & Conditions of Supply

1. Definitions

For the purpose of these Terms & Conditions, the following words shall have the following meanings:

- 1.1. 'Company' shall mean Momentum Electrical Limited.
- 1.2. 'Confidential Information' shall mean all information (howsoever recorded or preserved) disclosed by a party or its employees, officers, representatives or advisers to the other party in connection with the Contract, concerning: (a) the existence and terms of the Contract; (b) any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the disclosing party (or of any member of the group of companies to which the disclosing party belongs); and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or of any member of the group of companies to which the disclosing party belongs); (c) any information developed by the Parties in the course of carrying out the Contract.
- 1.3. 'Contract' shall mean any formal written agreement between the Parties for the Work formed in accordance with clause 6.6.
- 1.4. 'Customer' shall mean the person or organisation for whom the Company agrees to carry out chargeable Works/and or supply Equipment.
- 1.5. 'Customer Caused Event' shall mean any event, circumstance or issue, created or caused, whether directly or indirectly, by the Customer its agents or representatives and that is not the fault of the Company.
- 1.6. 'Customer Information' shall mean all the information, specifications and data required and requested by the Company in order to submit a scope of works and Price and Proposal for the Works.
- 1.7. 'Engineer' shall mean the employee or representative of the Company performing the Work for the Customer.
- 1.8. 'Equipment' shall mean collectively or individually the physical items, products or parts agreed in the Contract to be supplied to the Customer by the Company in order to undertake the Work as more particularly described in the Proposal.
- 1.9. 'Force Majeure Event' shall mean any cause or circumstance whatsoever outside a party's reasonable control including, without limitation any Act of God war, flood, drought, earthquake or other natural disaster; epidemic or pandemic (including COVID-19); riot, act of terrorism, outbreak of hostilities, war, threat of or preparation for war, armed conflict or national emergency; any law or any action taken by a government or public authority; imposition of sanctions or embargo, breaking off of diplomatic relations; increases in tariffs or other duties, taxes or levies imposed on exports or imports, fluctuating exchange rates; strike or other industrial action of any kind; malicious damage; default of suppliers or sub-contractors; accident failure or breakdown of plant or machinery fire flood explosion; changes in health, safety or environmental requirements; changes or new requirements for licenses or consents; delays in export or import of products or services due to controls, processes or restrictions.
- 1.10. 'Parties' shall mean together the Company and the Customer.
- 1.11. 'Price' shall mean the total charge for the Work as outlined in the Proposal.
- 1.12. 'Proposal' shall mean the scope of works for the Work and the written estimate, quotation or offer ('Price') for the Company undertaking the Work based on the Customer Information.
- 1.13. 'Purchase Order' shall mean the formal written order or instruction from the Customer to the Company for the Work.
- 1.14. 'Services' shall mean any chargeable services such as installation services, surveys, inspections, etc or any other services provided by the Company to the Customer.
- 1.15. 'Site' shall mean the location, premises or property where the Work will be carried out by the Company for the Customer.
- 1.16. 'Work' shall mean any chargeable activities, installations, tests, inspections or other work, proposed or agreed, that is intended to be undertaken by the Company for the Customer.
- 1.17. 'Working Day' shall mean a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

2. Interpretation & Application of Terms

- 2.1. Each Purchase Order for Work, Equipment or Services from the Customer to the Company shall be deemed to be an offer by the Customer for the Company to commission the Work, purchase the Equipment and/or Services subject to these Terms & Conditions. Subject to any variation under clause 2.2 the Contract will be on these Terms & Conditions to the exclusion of all other Terms & Conditions, including any Terms or Conditions which the Customer seeks to impose or incorporate under any Purchase Order, confirmation of order, specification or other document or which are implied by trade, custom, practice or course of dealing.
- 2.2. These Terms & Conditions apply to all the Company's sales and any variation to these Terms & Conditions and any representations, warranties or other statements shall have no effect unless expressly agreed in writing and signed by an authorised representative of the Company.
- 2.3. If any provision of these Terms & Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions shall not be affected.
- 2.4. Nothing in these Terms & Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 2.5. In these Terms & Conditions, the following rules apply: (a) Words in the singular include the plural and in the plural include the singular; (b) A reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); (c) A reference to a statute or statutory provision is a reference to it as it is in force for the time being (d) taking account of any amendment, extension, or re-enactment & includes any subordinate legislation for the time being in force made under it; (e) Unless the context otherwise requires, the words including, include and in particular and words of similar effect shall not be deemed to limit the general effect of the words which precede them (f) The headings in these terms & Conditions are for ease of reference only and shall not affect their construction or interpretation (g) A reference to writing or written includes faxes and email (h) Any Contract shall be binding on, and endure to the benefit of, the Parties to the Contract and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

3. General

- 3.1. The Company reserves the right to refuse or decline Work at its own discretion and without liability of any kind. Where the Company agrees to carry out Work for the Customer, the Work shall be undertaken using an Engineer of the Company's choice at its sole discretion.
- 3.2. The Company shall be entitled to sub-contract any part of the Work under the Contract to an associate company or approved contractor.
- 3.3. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.
- 3.4. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

4. Customer Obligations & Rights

- 4.1. Before the Company commences the Work at the Site, the Customer shall at the Customer's expense obtain all consents, including, but not limited to, building regulation and planning consents; consents from neighbours and mortgagees; consents from local and other authorities, which are necessary to enable the Company to carry out the Work and comply with all applicable laws.
- 4.2. The Company shall not have any liability for any damage or other effect that the Work and any associated activities such as drilling, grouting, trenching, demolition or permanent boreholes may have on foundations, services or structures at the Site. The Customer shall be responsible for arranging for any appropriate consultants or specialists to advise on the potential impact of the Work and demonstrate approval of the same to the Company prior to commencement of the Work.
- 4.3. The Customer is to advise the Company of the location of any concealed water, gas, electrical, telephone or other services on Site prior to the commencement of the agreed Work. In the absence of such advice, the Company cannot accept liability for damage to these services or consequential loss due to the services being damaged.
- 4.4. The Customer must advise the Company in advance and in writing of the location of any asbestos or asbestos type material that can be found on the Site where the Company is to carry out the Work. Should asbestos, or a material suspected of being asbestos, be found in areas other than where previously documented, the Company reserves the right to immediately suspend Work without penalty and request that samples of the material are tested in accordance with the Control of Asbestos Regulations 2006 at no cost to the Company. The Customer must make available to the Company upon demand their premises asbestos registers as per The Control of Asbestos Regulations 2006.
- 4.5. It is the Customer's responsibility to move all stock/or any obstruction that may impede our Engineer(s) during any Work at the Site.
- 4.6. The Customer undertakes to the Company throughout the term of the Contract to take all reasonable precautions to protect the health and safety of the Company's employees agents and sub-contractors while on the Site.

5. Company Obligations & Rights

- 5.1. The Company will supply the Equipment and/or undertake the Work as set out in the Proposal.
- 5.2. The Company reserves the right to amend the specification of the Equipment or the scope of the Work to conform with any applicable safety or other statutory or regulatory requirements or, where the Equipment is to be supplied or the Work to be undertaken in accordance with the Customer's specification or directions, which do not materially affect their quality or performance.
- 5.3. The Company reserves the right to suspend or refuse to carry out the Work or any aspect thereof where the Company at its sole discretion considers that any aspect of the Work or condition of the Site might place at risk any person, vehicle, equipment or property.
- 5.4. Wherever possible the Company will use existing routing for its wiring. Where in the opinion of the Company this may not be possible, the Company reserves the right to conceal the wiring within plastic (or other material) trunking or conduits which will not sit flush to existing decorations but be surface mounted. Where flush installations are carried out, the Company undertakes to fill in holes for cables and cable runs but does not undertake to carry out "finish standard plastering" or to make good decorations to walls, floors, ceilings or any other parts of the Site. The Company is not responsible for the refitting of any fixtures and fittings moved or removed during the course of the Work.
- 5.5. Lifting of carpets/flooring/panelling or similar that are necessary to undertake the Work on Site will be carried out by the Company where practical to do so. Whilst every care will be taken, the Company cannot accept responsibility for damage to such items or them not being replaced as originally fitted.



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- 5.6. If the Company has to move or remove any fixtures and fittings to enable it to carry out the Work on Site and such fixtures and fittings are difficult to move or remove without causing damage to the property or the fixtures and fittings themselves, the Company shall immediately notify the Customer of this fact. If the Customer then instructs the Company to remove such fixtures and fittings the Company shall have no liability to the Customer for any loss or damage caused by their removal.
- 5.7. The Company undertakes that upon completion of the Work, the Work area will be left clean and tidy.
- 5.8. The Company is not responsible for the removal of any waste material from Site and reserves the right to charge the Customer for removal of any waste material resulting from undertaking the Work at the Site. Such charges, if known, will be outlined in the Proposal wherever possible.
- 6. Customer Order & Customer Information**
- 6.1. In order to provide an accurate Proposal for the Work, the Customer will supply to the Company upon request all the Customer Information and any other information requested by the Company.
- 6.2. The Company reserves the right to request a visit to the Site where the Work is to be carried out for the purposes of a survey to help in the formulation of the Proposal.
- 6.3. The Customer acknowledges and accepts that the Customer is solely responsible for providing the Customer Information and shall be liable to the Company for any costs and expenses incurred by the Company as a consequence of any delay or failure to provide the Customer Information.
- 6.4. The Customer warrants that the Customer Information and any further information supplied by the Customer to the Company in relation to the Work is complete and accurate in all respects.
- 6.5. The Customer acknowledges that the Company shall rely on the Customer Information in determining and selecting the appropriate Equipment and/or services and preparing the Proposal.
- 6.6. If the Customer wishes the Company to proceed with the Work in accordance with the Proposal, the Customer must return its Purchase Order to the Company, signed by an authorised party on behalf of the Customer prior to the commencement of Work by the Company, as confirmation that the Proposal accurately sets out the Customer's requirements and that the Customer agrees to be bound by these Terms & Conditions.
- 6.7. The Customer shall allow the Company to carry out the Work during normal working hours (Monday-Friday, 8am-5pm). The Company may in its discretion agree to work outside these hours provided that the Parties can agree an additional price to reflect the additional costs that the Company will incur as a result.
- 7. Prices & Payment**
- 7.1. The Price to the Customer for the Work shall be as set out in the Proposal. The Company shall not be bound by any Price given orally.
- 7.2. The Price outlined in the Proposal is exclusive of VAT at the prevailing rate unless otherwise stated.
- 7.3. All Proposals are valid for a period of 30 days from the date shown on the Proposal after which the Company reserves the right to submit a revised Proposal.
- 7.4. Where the date/and or time for Work to be carried out is agreed by the Company with the Customer, then the Company shall use all reasonable endeavours to ensure that the Work is started at the time agreed. However, the Company accepts no liability in respect of non-attendance or late attendance on Site or for the late or non-delivery of Equipment as a consequence of events beyond its control.
- 7.5. Should the Company not be able to undertake Work on the agreed start date or time due to a Customer Caused Event, then the Customer will be subject to a charge of £250.00 + VAT for an aborted visit.
- 7.6. Any parking charges, congestion charges, low emission zone charges or similar incurred by the Company in order to undertake the Work will be re-charged onto the Customer.
- 7.7. Invoices are due for payment immediately upon receipt of the invoice by the Customer unless there is an alternative written agreement in place signed by a Director of the Company.
- 7.8. The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part. The Company may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.
- 7.9. Proposals valued up to £1500 exclusive of VAT will require a deposit of 25% before the Work can commence. This amount will need to be received no later than 1 week prior to the Work commencing. Payment can be made by card over the phone or bank transfer.
- 7.10. Proposals valued between £1500 and £5000 exclusive of VAT will require a deposit of 35% before the Work can commence. This amount will need to be received no later than 1 week prior to the Work commencing. Payment can be made by card over the phone or bank transfer.
- 7.11. Proposals valued at more than £5000 exclusive of VAT will require a deposit of 50% before the Work can commence. This amount will need to be received no later than 1 week prior to the Work commencing. Payment can be made by card over the phone or bank transfer.
- 7.12. In the case of clauses 7.9, 7.10 and 7.11, payment of the outstanding balance for the Work will be due upon receipt of the final invoice from the Company. Such payments can be made by card over the phone or bank transfer.
- 7.13. The Company does not accept any responsibility for payments lost or delayed. No payment shall be deemed to have been received until the Company has received cleared funds.
- 7.14. Subject to clause 7.7, the Company will be entitled to add interest on a weekly basis on any amount not paid within 7 days of the issue date. Interest will be charged at 10% of the balance overdue.
- 7.15. Notwithstanding clause 7.14, if after 30 days from the date of the invoice, the Company is still owed money by the Customer, the Company reserves the right to instruct a third-party debt recovery agency to act on their behalf. All costs associated with this process will be charged back to the Customer along with any associated legal or other professional fees.
- 7.16. The Company reserves the right to withhold any test certificates until full and final payment has been received.
- 8. Variation to Price or Proposal**
- 8.1. The Company reserves the right to amend the Price and/or Proposal under the following circumstances:
- 8.1.1. If after submission of the Proposal and whether before or after the Work or Services have started the Customer instructs the Company (whether orally or in writing) to carry out additional works not referred to in the original Proposal.
- 8.1.2. If after submission of the Proposal and before the Work or Services have been completed there is an increase in the price of materials.
- 8.1.3. If after submission of the Proposal and whether before or after the Work or Services have started it becomes apparent that the Customer Information was incomplete or inaccurate.
- 8.1.4. If after submission of the Proposal or upon start of the Work or Services it is discovered that further works need to be carried out which were not anticipated when the Proposal was prepared.
- 8.1.5. If after submission of the Proposal or upon start of the Work or Services it was found that the Site and/or working conditions are unsafe, unsuitable or not as described.
- 8.1.6. If after submission of the Proposal it is discovered that there was a manifest error by the Company when the Proposal was prepared.
- 9. Title & Risk**
- 9.1. Risk in Equipment shall pass to the Customer upon receipt if delivered to Site by the Company or a third party supplier in advance of the Company carrying out the Works, or, where such Equipment is left on the Customers site by the Company whilst the Work is being undertaken.
- 9.2. Title to the Equipment, supplied by the Company to the Customer, shall not pass to the Customer but shall be retained by the Company until payment in full for the Work has been received.
- 9.3. Until such time as title in such Equipment has passed to the Customer, the Customer shall insure the Equipment to their replacement value and the Customer shall forthwith, upon request, provide the Company with a certificate or other evidence of such insurance.
- 9.4. The Company shall have absolute authority to repossess, sell or otherwise deal with or dispose of all any or part of such goods in which title remains vested in the Company.
- 9.5. For the purpose specified in clause 9.4 above, the Company, any of its agents or authorised representatives shall be entitled at any time and without notice to enter any premises in which Equipment or any part thereof are installed, stored or kept, or is reasonably believed so to be.
- 9.6. The Company shall be entitled to seek a court injunction to prevent the Customer from selling, transferring or otherwise disposing of such Equipment.
- 10. Limitations of Liability**
- 10.1. The Customer shall indemnify and hold harmless the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Company arising out of or in connection with any claim made against the Company by a third party arising out of or in connection with the undertaking of the Work at the Site to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Customer, its employees, agents or subcontractors.
- 10.2. The Company shall not be liable for any default caused by:
- 10.2.1. any act or omission of the Customer which is relative to its obligations under the Contract; and/or
- 10.2.2. any failures of any third parties to provide the Equipment or Service.
- 10.3. Subject to clause 10.10, the Company shall not be liable to the Customer in respect of any Customer default or Customer Caused Event for:
- 10.3.1. loss of profits; or
- 10.3.2. loss of business; or
- 10.3.3. depletion of goodwill or similar losses; or
- 10.3.4. loss of anticipated savings; or
- 10.3.5. loss of goods; or
- 10.3.6. loss of contract; or
- 10.3.7. loss of use; or
- 10.3.8. loss or corruption of data or information; or
- 10.3.9. any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses even if such loss was reasonably foreseeable or the Company had been advised of incurring the same.
- 10.4. The Company's liability to the Customer in respect of each default event by the Company shall be limited solely to the fee payable by the Customer for the element of Work, Equipment or Service that is the subject of the event of default;



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- 10.5. The Company's entire aggregate liability to the Customer in respect of any and all default events shall be limited to a sum equal to 1.5 times the aggregate fee payable by the Customer in accordance with the Contract.
- 10.6. If any advice provided to the Customer by the Company was provided free of charge by the Company then such advice is provided as is without any warranty of any kind from the Company and shall have no liability in relation thereto.
- 10.7. The Company shall have no liability to the Customer in respect of any default event unless notice in writing of such claim (specifying in reasonable detail with supporting evidence the event, matter or default which gives rise to the claim and an estimate of the amount claimed) has been given to the Company within 1 month of the Customer becoming aware of the circumstances and in any event within 3 months following delivery which give rise to such claim provided that without prejudice to their rights, the Customer and the Company agree that if they have reason to believe that they may have a cause of action hereunder, they shall liaise with the other in an open and co-operative way with a view to rectifying the reason for such cause of action whenever practicable.
- 10.8. Nothing in this clause shall confer any right or remedy upon the Customer to which it would not otherwise be legally entitled.
- 10.9. The Company shall not be liable for defects in Equipment, Services or Work completed caused by fair wear and tear, abnormal conditions of storage, of use or any act, neglect or default of the Customer or any third party.
- 10.10. Notwithstanding any other provision under these Terms & Conditions or otherwise each party's liability to the other for:
- 10.10.1. death or personal injury resulting from its own or its employees', agents' or sub-contractors' negligence; and/or
- 10.10.2. any breach of its obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; and/or
- 10.10.3. in relation to any fraudulent misrepresentation or fraudulent acts of its employees shall not be limited or excluded.
- 10.11. Subject to clause 10.10, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 and all other warranties conditions and terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 10.12. This clause 10 shall survive termination of the Contract.
- 11. Termination & Suspension**
- 11.1. Either Party may terminate the Contract giving not less than ten days notice in writing to the other.
- 11.2. The Company may terminate the Contract immediately at any time by written notice if:
- 11.2.1. the Customer commits a breach of any term of the Contract; or
- 11.2.2. the Customer fails to make any payment due to the Company under the Contract by the due date for payment; or
- 11.2.3. there is a change of control of the Customer;
- 11.2.4. the Customer ceases trading or fails to pay its debts as they fall due;
- 11.2.5. an order is made or a petition is filed, a resolution is passed or meeting convened for the purpose of winding the Customer up;
- 11.2.6. the Customer becomes insolvent;
- 11.2.7. there is an application or petition for an administration order or notice is given to any person of intention to appoint an administrator or if an administrator, administrative receiver or receiver or similar official is appointed over all or any part of the Customer's assets;
- 11.2.8. if the Customer makes any composition with its creditors or
- 11.2.9. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in 11.2.4 to 11.2.8.
- 11.3. If performance of the Contract is suspended at the request of or delayed through the Customer's default or a Customer Caused Event the Company shall be entitled to:
- 11.3.1. a pro-rata payment for the Work carried out up to the point of suspension, and
- 11.3.2. payment for any other additional costs thereby incurred including storage, hire charges, labour costs (including the de-mobilisation and re-mobilisation costs of the Company's sub-contractor, suppliers and agents), insurance and interest.
- 11.4. If suspension pursuant to clause 11.3 above continues for a period of 7 consecutive days or more (or the Parties cannot agree to any new terms including an increase in Price) the Company shall be entitled (without prejudice to its other remedies under the Contract for such breach) to:
- 11.4.1. terminate the Contract immediately by giving written notice to the Customer (and be entitled to payment for loss of profit and payment for Work already performed and Equipment and/or Services, supplied or ordered; and
- 11.4.2. sell or, at its option, destroy the Equipment where title to the Equipment has not passed to the Customer to apply the proceeds of sale thereof if sold, and the scrap value if destroyed, towards payment of all sums due to the Company under the Contract.
- 11.5. If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer (including its employees, agents and sub-contractors) or failure by the Customer to perform any relevant obligation:
- 11.5.1. without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend performance of the Work until the Customer remedies the act or omission, and to rely on such act or omission to relieve it from the performance of any of its obligations in each case to the extent the act or omission prevents or delays the Company's performance of any of its obligations;
- 11.5.2. the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause; and
- 11.5.3. the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the act or omission of the Customer.
- 11.6. On termination, howsoever it arises, the Customer shall pay to the Company all costs and expenses, including legal and other fees incurred and all arrears of charges or other payments arising in respect of the Contract, its termination or otherwise.
- 11.7. Termination, howsoever or whenever it occurs, shall be subject to any rights and remedies the Company may have under the Contract or in law.
- 12. Confidentiality**
- 12.1. Both Parties shall treat Confidential Information obtained from the other as confidential and shall not without the prior written agreement of the other at any time hereafter (save as required by law or any regulatory organisation with authority over it) disclose such information to any third party (other than those of its officers, employees advisers and agents whose responsibilities require them to know the same) or use it for any purposes other than for the performance of its obligations pursuant to the Contract (unless such information is in the public domain or is already known to the non-disclosing party otherwise than as a result of a breach of any duty of confidentiality owed in respect of such information).
- 12.2. No party shall make, or permit any person to make, any public announcement, communication or circular (announcement) concerning the existence, subject matter or terms of this agreement, the wider transactions contemplated by it, or the relationship between the Parties, without the prior written consent of the other Party.
- 13. Assignment**
- 13.1. The Customer may not assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Company.
- 13.2. The Company may at any time assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under the Contract.
- 14. Warranty & Guarantee**
- 14.1. The Company shall complete the Work in a professional and efficient manner and using reasonable care and skill.
- 14.2. The Company offers a guarantee on all Work undertaken for a period of 12 months from completion of the Work. If, within the 12 month period following completion of the Work, the Customer notifies the Company in writing that it is not wholly satisfied with the Work with reasonable justification and detail of why he/she is not wholly satisfied and subject to the Customer affording the Company and its insurers the opportunity of both inspecting such works, the Company or its insurers undertake to carry out any necessary remedial Works if appropriate.
- 14.3. The guarantee outlined in clause 14.2 is for labour only in respect of faulty workmanship.
- 14.4. All supplied Equipment is covered by the relevant manufacturer's standard 12 month warranty. However, the manufacturer's warranty does not cover labour cost for replacement products to be fitted.
- 14.5. Any Equipment that require replacement under the manufacturer's warranty will be subject to a discounted labour charge of £40 + VAT per hour.
- 14.6. The Company will not guarantee or provide a warranty for any Equipment or materials provided by the Customer in relation to the Work to be carried out by the Company and also the Company will have no liability for consequential damages as a result of the use of the same.
- 14.7. All guarantees and warranties will be null and void if:
- 14.7.1. the Equipment supplied or Work completed by the Company is subject to misuse or neglect;
- 14.7.2. the Equipment supplied or Work completed has been repaired, modified, maintained or tampered by anyone other than a representative of the Company;
- 14.7.3. the Company has been instructed to complete the Work by the Customer against the written or oral advice of the Company;
- 14.7.4. the Customer has failed to make full and final payment to the Company upon completion of the Work.



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15. Force Majeure

- 15.1. The Company will use reasonable endeavours to mitigate any adverse impact on the Company's performance of its obligations under the Contract (including, but not limited to increases in lead times, costs and expenses) attributable to a Force Majeure Event. The Company will use reasonable endeavours to give the Customer reasonable written notice of any adverse impact on the Company's performance of its obligations under the Contract attributable to a Force Majeure Event.
- 15.2. Notwithstanding any other provision under these Terms & Conditions or otherwise, if the Company is prevented, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event provided that the Company has given the Customer reasonable prior written notice setting out any proposed change(s) to the Contract as a result of the Force Majeure Event and the effective date(s) of such change(s), the Company shall be entitled to make fair and reasonable changes to: (i) any of the charges, prices, and/or rates or any additional charges, prices, and/or rates due under the Contract so that the Company is financially no worse off than if the Force Majeure Event had not occurred; and/or (ii) any of the Equipment and/or services provided under the Contract and such changes shall take effect on the date that notice is given (or deemed to be given) to the Customer in accordance with clause 15.1 or if later, the date specified in the notice given to the Customer.
- 15.3. Neither party shall be liable for delay in performing or failure to perform obligations under this Contract if the delay or failure results from a Force Majeure Event. In the event of any delay or failure under the Contract resulting from a Force Majeure Event the affected party may rely on the provisions of this clause for exemption from liability for non-performance part performance defective performance or delay and in the event that any such delay or failure continues for a period in excess of 120 consecutive days either party shall have the right to terminate the Contract immediately by giving written notice to the other party.

16. Notices & Jurisdiction

- 16.1. Any notice given pursuant to the Contract shall be in writing and may be sent by first class pre-paid post (or other next working day delivery service) or email to the party to whom it is addressed at his or its address as herein specified or subsequently notified and if sent by first class pre-paid post shall be deemed to have been received two Working Days after the date of posting and if sent by email shall be deemed to have been received at the time transmission was duly completed, or if this time falls outside business hours in the place of receipt, when business hours resume. This clause 16.1 does not apply to the service of any proceedings or other documents in any legal action.
- 16.2. It is acknowledged and agreed that the Contract (including the documents and instruments referred to herein) shall supersede all and any prior representations, arrangements, understandings and agreements between the Parties relating to the subject matter hereof and shall constitute the entire complete and exclusive agreement and understanding between the Parties hereto;
- 16.3. The Parties irrevocably and unconditionally waive any right they may have to claim damages for any misrepresentation, arrangement, understanding or agreement not contained herein or for any breach of any representation not contained herein (unless such misrepresentation or representation was made fraudulently);
- 16.4. It is further acknowledged and agreed that no representations, arrangements understandings or agreements (whether written or oral) made by or on behalf of any of the other Parties have been relied upon other than those expressly set out or referred to herein.
- 16.5. Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

This Contract shall be governed by and construed in accordance with the laws of England and Wales and each party hereby irrevocably submits to the exclusive jurisdiction of the Courts of England and Wales.