

# Terms & Conditions

## Standard 'Crannis Technology Services Ltd' Terms & Conditions

### *General*

- A. These Terms and Conditions shall apply to all contracts for the supply of Goods and Services by Crannis Technology Services Ltd to the Customer and shall prevail over any other documentation or communication from the Customer.
- B. Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by Crannis Technology Services Ltd.
- C. Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which Crannis Technology Services Ltd may be entitled to in relation to the Goods and Services, by virtue of any statute, law or regulation.
- D. Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a Consumer.
- E. The Proposal attached to these Terms and Conditions shall remain valid for a period of 21 days. No contract between the Crannis Technology Services Ltd and the Customer shall come into force until the Customer has accepted the Proposal.
- F. The Customer shall be deemed to have accepted the Proposal agreeing in writing or orally with Crannis Technology Services Ltd ("the Order") within the period specified in Clause M.
- G. All Orders for Goods and Services, whether verbal or in writing shall be deemed to be acceptance of the Proposal pursuant to these Terms and Conditions.
- H. Crannis Technology Services Ltd reserves the right to withdraw or amend any quotation without notice before acceptance of the Proposal has been received from the Customer.
- I. On acceptance of the Proposal Crannis Technology Services Ltd will order any Goods as detailed in the Proposal. If subsequent to this order being placed the Customer cancels the Order the Customer will be liable for any costs incurred by Crannis Technology Services Ltd in the proper performance of the Order for Goods or time to that date.
- J. The person giving instructions to Crannis Technology Services Ltd or ordering work or materials will personally be deemed to be the Customer unless it is made clear to Crannis Technology Services Ltd who the Customer is.
- K. Where the contract relates to the provision of service to a limited company the Directors of the company confirm and warrant by execution that they shall remain personally liable for any service fees unpaid by the said limited company.
- L. The customer will be responsible for all bank and legal charges resulting from a dishonored Cheque.

## **1. Electrical & Technical Installation Work:**

- a) All electrical installation work will comply with BS7671:2008 Amendment 2 and any amendments in force at the time of the works.
- b) All electrical installation work will comply with applicable Building Regulations in force at the time of the works.
- c) All electrical inspection and testing work will comply with BS7671:2008 and IET Guidance Note 3 (GN3): Inspection and Testing plus any amendments in force at the times of the works.
- d) The Electricity at Work Regulations 1989 do not permit 'live' working on circuit(s) – suitable isolation, locks, notices & earthing, and permits will be issued by Crannis Technology Services Ltd to ensure the circuit(s) remains 'dead'.
- e) Where it is deemed by Crannis Technology Services Ltd that 'live' electrical working is permitted, a Risk Assessment, suitable Personal protective equipment (PPE), barriers, enclosures, notices and permits will be issued by Crannis Technology Services Ltd.
- f) Where work is to extend or modify existing circuits, costs quoted assume that the existing installation is in adequate condition and complies with minimum current regulations. Any works found required to bring the necessary parts of the existing installation up to standard will be at additional cost.
- g) All electrical cabling will be installed in accordance to BS7671:2008 and applicable Building Regulations. Cabling system will be installed either by concealed method (chasing into the building fabric or concealed in building voids, under floors, etc) or surface method (cabling will be neatly surface run, clipping direct or on suitable cable tray, or housed in protective trunking / conduit system).
- h) Where carpet or flooring coverings may require lifting to allow concealed installation work, no charge is made for this service, with best endeavors being made to avoid damaging them and to refit them to an acceptable standard. However, consideration of employing a specialist fitter may be prudent, at your cost to effect a fully satisfactory reinstatement.
- i) Where agreed before hand, chases to walls will have round / oval conduit or shuttering placed to conceal cables (if concealed cabling method is installed), however filling, final finishing of skim coat plaster and final decoration is excluded.
- j) All endeavors will be made to undertake installation work to a clean standard, using dust sheets and vacuum cleaning equipment as necessary.
- k) The contract outlines the expected duration of the installation work.
- l) Whilst undertaking the installation work at the property, the client is to provide adequate welfare at your cost, this includes water, heating & power free of charge.

## **2. Electrical Inspection & Testing Work:**

- a) During electrical testing & verification, circuits and distribution boards will need to be turned off and isolated to run a series of tests. Every effort will be made to keep disruption to a minimum. Please be prepared for disturbances to your electrical installation during this period.
- b) All electrical inspection and testing work will comply with BS7671:2008 Amendment 2 and IET Guidance Note 3 (GN3): Inspection and Testing plus any amendments in force at the times of the works.
- c) Where carpet or flooring coverings may require lifting to allow concealed installation work, no charge is made for this service, with best endeavors being made to avoid damaging them and to refit them to an acceptable standard. However, consideration of employing a specialist fitter may be prudent, at your cost to effect a fully satisfactory reinstatement.
- d) All endeavors will be made to undertake installation work to a clean standard, using dust sheets and vacuum cleaning equipment as necessary.
- e) The contract outlines the expected duration of the installation work.
- f) Whilst undertaking the installation work at the property, the client is to provide adequate welfare at your cost, this includes water, heating & power free of charge.
- g) We are not responsible for:
  - i. Faults or failures of end-user equipment or machinery which is caused by improper isolation or a faulty isolator whilst testing.
  - ii. Faults or failures of final circuits due to testing & inspection.
  - iii. Any remedial works, including emergency remedial works to provide safe isolation of a final circuit – this will incur additional costs.
  - iv. Further investigation – any final circuit which requires more in-depth investigation other than verification and testing will be noted for additional investigation remedial work.
  - v. Restoring power / re-energising a circuit which is not electrically safe – such a circuit will be isolated / locked off and a warning notice(s) will be issued.
  - vi. Loss of trade or business during electrical testing, this includes loss of revenue from all and any on-site generation systems, examples such as Solar PV or Wind Turbines.
  - vii. Loss of trade or business if a circuit or electrical installation is disconnected / isolated if a fault(s) or failure(s) is discovered during testing as the result of poor installation work, poor electrical maintenance, fair wear & tear or the circuit is unsafe to re-energise.

### **3. Delivery and Performance**

- a) The date of delivery Goods and/or performance of Services specified Crannis Technology Services Ltd is an estimate only. Time for delivery shall not be of the essence of the contract and Crannis Technology Services Ltd shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods.
- b) All risk in any Goods shall pass to the Customer upon delivery.
- c) Where any Goods and/or Services provided Crannis Technology Services Ltd are faulty or do not comply with the contract, the Customer must notify Crannis Technology Services Ltd within 7 days of delivery of the Goods and/or performance of the Services. The Customer shall be entitled to replacement Goods and/or must give Crannis Technology Services Ltd a reasonable opportunity to rectify any matters that are not to the Customer's satisfaction. After 7 days the Customer shall be deemed to have accepted the Goods and/or Services and shall not after that time be entitled to reject them.
- d) Crannis Technology Services Ltd may terminate this contract upon giving 14 days notice in writing to the Customer if it is unable to provide and/or deliver the agreed goods and/or services.

### **4. Exclusions:**

- a) Clearing and / or moving of furniture and other items blocking access to work areas are not included.
- b) Except where detailed, builders work (creating of holes larger than 50mm diameter, creating of support structures, excavations, etc) are not included, except as outlined in 1(h), 1(i) and 1(j) above.
- c) Re-decoration and final making good is excluded from quoted costs, unless specifically detailed as included.
- d) Removal from site and disposal of rubble, fittings, wiring, materials, general waste and packaging is not included.

### **5. Extras and Variations:**

- a) All extras and variations must be agreed in writing prior to commencement.

### **6. Deviations from Building Regulations and BS7671:**

- a) All work where applicable, will be executed fully in compliance with applicable Building Regulations and BS7671 in force at the time of the work, particularly in respect of work in dwellings to allow the legal Part P obligations to be met. Where a Client requires deviation from such regulations, a written instruction and record will be required.

## **7. Pricing:**

- a) The costs quoted assume continuous and unhindered access to the site by prior arrangement with you.
- b) Unless stated otherwise, the costs quoted assume standard working hours between the hours of 08:00 hrs – 18:00 hrs Monday to Friday inclusive. Work required outside these hours may attract out of hours premium rates.
- c) Any additional work not covered in our quoted costs will attract additional time charge rate of £30.00 per hour per contractor plus materials cost.
- d) All figures quoted are valid for a date of 21 days from the date of the estimate or quotation.
- e) If the Customer fails to make any payment on the day of it becoming due, Crannis Technology Services Ltd shall be entitled (a) to charge interest at the rate of 8% per annum as well before as after judgment on the outstanding amounts from the due date to date of payment (b) without any liability to the Customer to cease any uncompleted work
- f) The Customer must notify Crannis Technology Services Ltd of any variation to the Proposal and the Business (if it agrees the variation) reserves the right to adjust the price accordingly.

## **8. Cancellations / Amendments:**

- a) In the event that you would like to cancel or amend your electrical works, it is your responsibility to notify Crannis Technology Services Ltd verbally at least 24 hours before work commences.
- b) Crannis Technology Services Ltd reserves the right to impose a minimum call out charge of £60.00 per contractor, plus any non-refundable goods if a minimum of 24 hours verbal notice is not given.
- c) Crannis Technology Services Ltd will confirm any charges upon confirmation of cancellation. All cancellation charges shall be paid on the due date as set out in Condition 9(a) and 9(b).

## **9. Risk and Title of Goods:**

- a) The risk in all goods supplied shall pass to the Client upon delivery.
- b) All goods supplied shall remain property of Crannis Technology Services Ltd until all sums due have been paid in full.
- c) The client is responsible for ensuring that the property is adequately insured for the duration of the installation / inspection work.
- d) Should payment not be made in accordance with these Terms and Conditions Crannis Technology Services Ltd reserves the right (and shall be allowed access by the Customer) to remove any Goods or materials supplied by Crannis Technology Services Ltd.
- e) The cost of any damage caused by such removal will not be borne by Crannis Technology Services Ltd.

## 10. **Warranty:**

- a) Crannis Technology Services Ltd warrants its installation work to be defect free for a period of twelve months from invoice date. Such cover does not extend to goods not supplied by Crannis Technology Services Ltd, physical damage to products, or any instance where the original installation has been altered or tampered with subsequently by third parties.
- b) An optional insurance backed warranty is available to domestic clients at an additional cost and details of the warranty scheme will be made available upon completion of the installation work. This service is not available to commercial or industrial clients.
- c) A Guarantee of Work Scheme automatically applies to our work, (subject to Guarantee of Work Scheme terms and conditions) and covers completed contracts in any calendar year up to a value of £50,000 (including VAT) and £100,000 (Including VAT) for multiple contracts for the same customer. This service is automatically available to commercial or industrial clients and is not available to domestic clients.
- d) An optional indemnity Bond is available (subject to Bond Scheme terms and conditions). If work is terminated for a specified reason, the additional cost of completion will be met by the insurer to a maximum limit of £100,000 or 10 per cent of the contract value shown on the Bond certificate. This service is not available to domestic clients.
- e) Materials and Goods supplied by Crannis Technology Services Ltd shall be of merchantable quality and fit for their normal purpose
- f) Crannis Technology Services Ltd shall perform the Services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.
- g) Any Goods supplied by Crannis Technology Services Ltd are guaranteed for the period and on the terms as specified by the manufacturers warranty applicable to the Goods.
- h) Crannis Technology Services Ltd will not guarantee its services, parts and equipment supplied to the Customer if: (a) they suffer misuse, treated negligently or if Crannis Technology Services Ltd's work is repaired, modified, or tampered with by anyone other than Crannis Technology Services Ltd, (b) Crannis Technology Services Ltd provides services using the Client's materials, (c) The Client orders Crannis Technology Services Ltd to carry out work against the advice of Crannis Technology Services Ltd (advice will be given either orally, or in writing) (d) Crannis Technology Services Ltd indicates that further works need to be carried out or (e) any existing installations are either inferior or over 10 years old.

## **11. Payment:**

- a) Unless otherwise agreed in writing Crannis Technology Services Ltd request a 50% deposit before specified works begin, with the remaining balance payment made on completion of the specified works.
- b) Stage payments will be requested by prior arrangement where planned works take longer than 7 days. We reserve the right to request from you stage payments in the instance where works take longer than 7 days.
- c) Accounts are due and receivable by Crannis Technology Services Ltd within 14 days of invoice date unless alternative terms are expressly agreed to, in writing, by Crannis Technology Services Ltd.
- d) In the event of non-payment by the due date, Crannis Technology Services Ltd reserves the right to charge interest at the rate per annum equal to the base rate of HSBC Bank Plc, plus 8% on all monies overdue from whatsoever cause accruing on a daily basis until payment in full is made.
- e) If Crannis Technology Services Ltd has to pursue any invoice for any sums owing under any contract, you shall be liable for any and all reasonable debt recovery, tracing and legal costs incurred by Crannis Technology Services Ltd arising from the Client in connection with the collection of such sums from the Client.
- f) If the Client wishes to query or dispute any invoice or other statement of monies due, the Client shall notify Crannis Technology Services Ltd in writing within 5 working days of the date of the invoice. The parties shall use their reasonable endeavors to resolve the dispute promptly. Where only part of an invoice, or any part of the Clients account is disputed, the undisputed amount shall be paid on the due date as set out in Condition 9(a), 9(b) and (c).

## **12. Customer's Obligations**

- a) To enable Crannis Technology Services Ltd to perform its obligations the Customer shall:
  - i. co-operate with Crannis Technology Services Ltd;
  - ii. make the site available, safe and free from any danger to Crannis Technology Services Ltd for the duration of the works and ensure a safe supply of necessary services and utilities
  - iii. provide Crannis Technology Services Ltd with any information reasonably required
  - iv. obtain all necessary permissions, licenses and consents which may be required before the commencement of the services, the cost of which shall be the sole responsibility of the Customer;
  - v. remove all irreplaceable (of monetary and/or sentimental value) and/or fragile items
  - vi. Bring all complaints and/or causes for concern to Crannis Technology Services Ltd's attention within 24 hours of receiving goods and/or services and to allow Crannis Technology Services Ltd a reasonable opportunity within a reasonable period of time to carry out an inspection;
  - vii. comply with such other requirements as may be set out in the Proposal or otherwise agreed between the parties

**13 Force Majeure:**

- a) Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

**14. Severance:**

- b) If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

**15. Dispute Resolution:**

- a) In the event of dispute, mediation is to be the preferred method of resolution.

**16. Errors and Omissions:**

- a) Crannis Technology Services Ltd reserves the right to amend any accidental error or omission without liability.
- b) Provided that nothing in these Terms and Conditions shall exclude or limit the liability of Crannis Technology Services Ltd for death or personal injury, Crannis Technology Services Ltd shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price for the Goods and Services.
- c) Except to the extent precluded by law, Crannis Technology Services Ltd shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise for any amount that exceeds the sums paid by the Customer pursuant to this agreement.
- d) Crannis Technology Services Ltd will not be liable for the fitness for a particular purpose (other than their normal purpose) of any materials or Goods or Services unless that particular purpose has been notified to the Business in writing prior to the date of this Proposal
- e) Where the Customer supplies Goods or materials Crannis Technology Services Ltd accepts no responsibility for any defects or damage and offers no guarantee for these Goods or materials.
- f) For the avoidance of doubt, time shall not be of the essence and Crannis Technology Services Ltd shall incur no liability to the Customer in respect of any failure to complete the Services by any agreed completion date.



**17. NOTICE OF RIGHT TO CANCEL**

- a) A Customer may terminate this Contract within 7 days of accepting these terms by giving a written cancellation notice (by post or email) addressed to Mr Darren Crannis on behalf of Crannis Technology Services Ltd at the address given on the Proposal form attached to these Terms and Conditions.
- b) A cancellation Statement is attached herewith that the Customer may use to exercise his right pursuant to clause 17.

**Acceptance of Terms and Conditions:**

I/WE confirm our acceptance of the terms and conditions

Signed: .....  
Customer

Date: .....

**CANCELLATION NOTICE**

TO BE COMPLETED, DETACHED AND RETURNED TO CRANNIS TECHNOLOGY SERVICE LTD IN ACCORDANCE WITH CLAUSE 17 ABOVE IF YOU WISH TO CANCEL THE CONTRACT

IF YOU WISH TO CANCEL THE CONTRACT YOU MUST DO SO IN WRITING AND DELIVER PERSONALLY OR SEND (WHICH MAY BE ELECTRONIC MAIL) THIS TO THE PERSON NAMED BELOW. YOU MAY USE THIS FORM IF YOU WANT TO BUT DO NOT HAVE TO

To Mr Darren Crannis, Crannis Technology Services Ltd

I/WE (delete as appropriate) hereby give notice that I/WE (delete as appropriate) wish to cancel MY/OUR (delete as appropriate) contract dated .....(insert date) under reference number .....(insert reference).

Signed: .....

Name: ..... Date .....

The Customer