



TERMS & CONDITIONS OF BUSINESS

For Consumers

WHAT IS IN THESE TERMS?

These terms (also called the agreement) are the rules which will apply to the provision of all services by us to you. It will form an agreement between you, the user of the services, and us TS Electrical (Buckingham) Limited and our affiliates. We will also refer to you as your and to us as TSE, us, our or we. These terms will apply to you if you are a consumer as defined by the Consumer Rights Act, 2015 (an individual who acts for a purpose outside of his/her trade, business, craft, or profession) and it sets out your and our legal rights and responsibilities and some key information required by law.

SUMMARY OF YOUR KEY RIGHTS

Please read the following important terms and conditions before you buy anything from us and check that they contain everything you want and nothing that you are not willing to agree to.

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that in most cases, you can cancel within 14 days. If you agree the services will start within this time, you may be charged for what you've used.

The Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it;
- if a price hasn't been agreed upfront, what you're asked to pay must be reasonable;
- if a time hasn't been agreed upfront, it must be carried out within a reasonable time;
- This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 0808 223 1133;

The information in this summary box summarises some of your key rights. It is not intended to replace the terms below, which you should read carefully.

1. YOUR USE OF THE SERVICES

- 1.1 By using our services, you confirm your agreement to comply with and be bound by these terms. If you have questions about this contract or any order you place, alert us as we will not be able to commence work without your agreement to these terms. You can contact us at office@tselectrical.info . If you need this contract in another format such as large print, braille etc, please also contact us.
- 1.2 We suggest that you print/save a copy of these terms for future reference, but please note that the terms may be amended from time to time, and you should always ensure you are referring to the correct and most updated version.
- 1.3 These terms apply to your use of the services at any time and for whatever purpose. No other terms, document or invoice will amend these terms, and this will replace any other terms we may have with you.
- 1.4 You represent and warrant that you are over the age of 18 and are lawfully able to accept these terms.
- 1.5 We provide our services to you during business hours only and outside of those hours, we need to agree to provide the services and it will attract a higher Fee, as indicated in our quotation.

2. WHO WE ARE

- 2.1 **Company details.** TS Electrical (Buckingham) Limited, company number 11286557, (the “Company”) is a company registered in England and Wales and our registered office is at Unit 13 Homeground, Buckingham Industrial Estate, Buckingham, MK18 1UH which is also our main trading address. our VAT number is 121 2906 53. We own and operate the Company that will be providing you the electrical and ancillary services (“the services”). We are registered with a recognised and authorised self-certification scheme. We will ensure that any sub-contractors we use are also registered in this way and we hold various accreditations with electrical organisations which can be found at <https://www.tselectrical.info>.
- 2.2 **Contacting us.** To contact us, please email our office at office@tselectrical.info if you would like to give us formal notice of any matter under these terms please refer to clause 20.1.

3. OTHER TERMS THAT MAY APPLY TO YOU

- 3.1 These terms refer to additional terms which also apply to your use of the services:
- (a) our Privacy Policy that can be found at <https://tselectrical.info/privacy-notice> and see below how we may use your personal information;
 - (b) we are required by the consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 as amended, to ensure that certain information is given or made available to you as a consumer before we make our contract with you (i.e., before you have accepted the Quotation and these terms have been signed) except where that information is already apparent from the context of the transaction. We have included the information itself either in these terms and/or our Quotation for you to see, or we will make it available to you before these terms is signed and you accept the Quotation.
 - (c) As required by the Regulations: all of the information described in b) above; and any other information which we give to you about the services, or about us or our business which you take into account when deciding to accept the Quotation and sign the terms, or when making any other decision about the services, will be a part of the terms of our contract with you as a consumer.

4. OUR CONTRACT WITH YOU

- 4.1 **Entire agreement.** These terms together with the quotation and the Additional terms represent the entire agreement between you and us in relation to your use of the services. you acknowledge that you have not relied on any statement, promise or representation, assurance or warranty that is not set out in these terms.
- 4.2 **Transfer of Contract.** We may transfer our rights and obligations under these terms to another organisation. We will always let you know in writing if this happens and will make sure that your rights under this contract are not affected. you may not transfer your rights to another party without our prior consent.
- 4.3 **Contracting Age.** In order to validly contract with us and use the services, you must be 18 years or older.
- 4.4 **Location & Language.** These terms and our Contract are intended for people residing in the UK and we will communicate to you in the English language only.
- 4.5 **Amendments/Changes to terms.** We may change our terms from time to time, to reflect any changes to what we offer, our customer’s needs and our business priorities. We will try to give you reasonable notice of these changes and we will publish the updated terms on our website. You should check these terms regularly and at least every time you use the services to ensure that you are happy with any changes. You will be deemed to have accepted any

changes to the terms if you continue to access or use the services, as far as is legally permitted. We may also update and change our pricing and our website from time to time.

5. INSTRUCTING US

- 5.1 **Orders.** We accept orders for our services via telephone, our website contact form or email. This will constitute an offer by you to buy the services. When contacting us, you should set out, in detail, the services required. Details required include the location and size of the premises, the number and type of rooms in which work is required and the type(s) of work required (e.g., wiring, installation of appliances etc.). We will provide you with a quotation based on this information. All such details are set out in the quotation, sent to you by e-mail.
- 5.2 If we cannot provide you with the services, you require, we will inform you that we are unable to quotation you on that occasion, in our discretion. Sometimes we may need to do a site visit to the premises to quotation you.
- 5.3 **quotations.** Once we received your order, we will consider if we can accept your offer and provide the services. If so, we will issue a quotation based on the information you provided/gathered (if we have done a site visit). Providing us with accurate information is very important.
- 5.4 **Changes to quotations.** If you wish to change any services as set out in the Quotation, please contact us and we will tell you whether the change can be accommodated or not, along with any changes to the fees payable as a result. If we cannot accommodate the changes or the changes to the fees or other matters are not acceptable to you, you may cancel in line with clause 14 and 15 below.
- 5.5 **Accepting quotations.** You may accept a quotation by using our online acceptance procedure. Each quotation will be open for acceptance for 14 days, whereafter we will need to issue a new quotation if you wish to proceed.
- 5.6 **Legally binding contract.** When (but not before) you have signed and accepted the Quotation, have paid the deposit, signed these terms and we advise you that we have accepted the instruction, a legally binding contract between you and us will be created for us to provide the services and for you to pay for them.

6. DEPOSIT

- 6.1 At the time of accepting the Quotation or not more than 7 Days thereafter, depending on the nature of the work and any specialist products required in advance, you will be required to pay us the deposit. The deposit will be a minimum of 50% of the quoted fee and may be more should the circumstances require. We will indicate this on the quotation and we will not confirm commencement of the work until the deposit is paid in full.
- 6.2 If you cancel the services, we may retain some or all of the deposit as set out below.

7. FEES AND PAYMENTS

- 7.1 The quoted fee will include the price payable for **services** and for the estimated **products** required. All fees exclude VAT, which is payable in addition.
- 7.2 **Products.** We will where reasonably possible use only the products (and quantities of products) set out in the Quotation and these terms; however, if additional products are required, we will adjust the Final Fee to reflect this. We will keep any increases to a necessary minimum, will keep you informed at all times, and will not proceed without your agreement. If you do not wish to accept the alternative products, you may cancel and receive a full refund of all amounts paid including, where applicable, the deposit.
- 7.3 We will use reasonable endeavours to ensure that the products we use match those chosen by you and are consistent throughout the premises (or relevant parts of the premises). There may be slight variations to the same products because of differences between photographs, catalogues and other materials, and the products

themselves, or as a result of minor technical changes which will not impact your use of the product in question. product packaging may also vary.

7.4 **Price Increases between acceptance of quotation and start date.** If the price of products or services increases during the period between your acceptance of the Quotation and the start date, we will inform you of the increase and of any difference in the final fee. If you do not wish to accept the increase, you may cancel and receive a full refund of all amounts paid including, where applicable, the deposit.

7.5 **Invoice & Interest.** We will invoice you when the work has been completed. Invoices are payable on receipt unless other payment terms have been agreed in writing. We accept the following methods of payment: Debit and credit card; BACS transfer (some credit cards may incur an additional fee or may not be accepted). Interest at the rate of 8% above the base rate of the Bank of England from time to time will accrue daily on overdue amounts until date of payment, whether before or after judgment.

8. ELECTRICAL SERVICES

8.1 We will provide the services as set out in the quotation accepted and these terms (as may be amended by agreement between you and us from time to time). We may provide sketches, plans, diagrams, or similar documents in advance of the work. Any such material is intended for illustrative purposes only and give an approximate idea of the services described. It is not intended to provide an exact specification of the work nor to guarantee specific results.

8.2 We will be represented by our engineers who will carry out the work. We will perform the services with reasonable care and skill consistent with best trade practice and ensure that we comply with all relevant codes of practice that apply to the services.

8.3 We will properly dispose of all waste that results from our provision of the services.

8.4 Where work lasts for more than one business day, the engineer will (where reasonably possible) leave the premises in a clean and tidy state and minimise any disruption to your use and enjoyment of the premises while work is being carried out. We will wherever possible store all tools and materials only in areas where work is being carried out or remove them from the premises at the end of each working day.

9. FAULTY PRODUCTS

9.1 If you discover a defect with one or more of the products supplied in the course of providing the services or if the product has been incorrectly described, you should inform us using the contact details above in clause 2.

9.2 Within the first 30 Days, you are entitled, at your option, to a full refund, to keep the product(s) at a reduced price, or to a repair or replacement.

9.3 After the first 30 Days, and for the first 6 months, we will, at our option, repair or replace any defective products or, if a repair or replacement is not practicable or possible, or unsuccessful, you are entitled to a full refund. Alternatively, you may keep the product(s) at a reduced price. This right may not apply if we can prove that the defect has been caused deliberately or negligently by you, or as a result of your failure to follow instructions given by the engineer or as included with the product.

9.4 After the first 6 months, if any product develops a fault, you must prove that the product in question was faulty at the time we supplied it and you took ownership of it. you may be entitled to a repair or replacement, or to a partial refund for up to 6 years depending on the nature of the product and how long it can reasonably be expected to last.

10. PROBLEMS WITH OUR SERVICE

- 10.1 If we do not perform the services with reasonable skill and care, you have the right to request us to repeat or fix it (free of charge) or, if that is not possible, or done within a reasonable time without inconvenience to you, you have the right to a reduction in price.
- 10.2 If the services are not performed in line with information that we have provided about them, you also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you (or if our breach concerns information about us that does not relate to the performance of the services), you have the right to a reduction in price.
- 10.3 We always use reasonable efforts to ensure that our provision of the services is trouble-free. If, however, there is a problem with the services we request that you inform us as soon as is reasonably possible. We will use reasonable efforts to remedy problems with the services as quickly as is reasonably possible and practical.
- 10.4 If we determine that a problem has been caused by incorrect or incomplete information or action provided or taken by you, we may charge you for remedial work at our prevailing rates at that time.
- 10.5 As a consumer, you have certain legal rights with respect to the purchase of goods or services. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office.
- 10.6 In cases where a price reduction applies, this may be any sum up to the full fees payable for the work and, where you have already made payment(s) to us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 Days starting on the date on which we agree that you are entitled to the refund) and made via the same payment method originally used by you unless you request an alternative method.

11. YOUR OBLIGATIONS

- 11.1 **Consents.** If any consents, licences, or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, you must obtain them before we begin to provide the services.
- 11.2 **Access.** We may ask you to move or remove certain furniture, vehicles, fixtures, and fittings in/outside (where applicable) the premises before we begin work. Unless you and we specifically agree otherwise, this is your responsibility.
- 11.3 You will ensure that the engineer can access the premises at the agreed times to provide the services. you may either give the engineer a set of keys to the premises or be present at the agreed times to give the engineer access. We promise that all keys will be kept safely and securely by the engineer.
- 11.4 You must ensure that the engineer has access to electrical outlets and a supply of hot and cold running water.
- 11.5 **Additional fees.** If you do not provide the required access to the premises or make it impossible for us to provide the services by failing to comply with any other of your obligations in these terms, and do not have a good reason for this, we may invoice you for any additional charges incurred as a result and this will be added to the final fees.
- 11.6 **Harassment Policy.** Third party harassment of our workforce will not be tolerated. Third party harassment occurs when one of our workforce is subjected to harassment by someone who is not part of our workforce but who is encountered in connection with work. This includes our clients, customers, suppliers, or members of the public. A copy of our Third Party Harassment policy can be viewed upon request.

12. COMPLAINTS AND FEEDBACK

- 12.1 We always welcome feedback from our customers and, while we always use all reasonable endeavours to ensure that your experience as a customer of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint.
- 12.2 All complaints are handled in accordance with our complaints handling policy and procedure, available from office@tselectrical.info.
- 12.3 If you wish to complain about any aspect of your dealings with us, please contact us in one of the following ways:
- By email, addressed to Sam Flower (Operations) at office@tselectrical.info;
 - Following the online instructions at <https://tselectrical.info/our-complaints-policy/>
 - By contacting us by telephone at 01280 830135;
 - In writing, addressed to Sam Flower, Operations, Unit 13 Homeground, Buckingham Industrial Estate, Buckingham, MK18 1UH.

13. CHANGING THE START DATE

- 13.1 If you ask us to change the start date, we will where reasonably possible, agree a revised start date with you BUT if it is not possible to agree a revised start date either you or we may terminate these terms (see CANCELLATION BELOW).
- 13.2 If we ask you to change the start date, you may either agree a revised start date with us; or cancel these terms.

14. CANCELLATION OF CONTRACT DURING THE COOLING OFF PERIOD

- 14.1 Where this agreement is not made on our premises, you have a statutory right to a “cooling off” period. This period begins once the contract between you and us is formed and ends:
- in relation to any products supplied, at the end of 14 Days after the date on which the products are delivered. If the products are delivered in instalments, the 14-calendar day period begins on the day that you receive the final instalment; and
 - in relation to the services, at the end of 14 Days after the date on which the contract is formed.
- 14.2 If you wish to cancel this agreement within the cooling off period you should inform us immediately by a clear statement (e.g., a letter sent by post, or email to the postal address, or email address specified in these terms and conditions).
- 14.3 To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 14.4 If you exercise this right to cancel you will receive a full refund of any amount paid to the us in respect of the contract (including, but not limited to, the deposit, where applicable).
- 14.5 We will refund money using the same method used to make the payment unless you have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund.
- 14.6 We will process the refund due to you as a result of a cancellation without undue delay and, in any case, within the period of 14 Days after the day on which we are informed of the cancellation.

14.7 If you exercise the right to cancel in relation to products:

- we will issue a refund within 5 business days and in any event no later than 14 Days after we receive the relevant products (and will include standard delivery charges if you send the products to us);
- you must return the products to us within 14 Days of the day on which you inform us that you wish to cancel and return them;
- we may make a deduction from the refund for loss in value of any products supplied, if the loss is the result of unnecessary handling by you;
- we may deduct the price of any products specifically ordered and bought for you to render the services.
- Please also note that products that become inseparably mixed with others cannot be returned.

14.8 If the start date falls within the cooling off period, you must make an express request for provision of the services to begin within the 14-calendar day cooling off period. This request forms a normal part of the ordering process. By making such a request you acknowledge and agree to the following:

- If the work is completed within the 14-calendar day cooling off period, you will lose the right to cancel once the work is completed;
- If you cancel this agreement after provision of the services has begun, you will be required to pay for the services and any products used, supplied, or ordered that cannot be returned, up until the point at which you inform us of your wish to cancel;
- The amount due will be calculated in proportion to the full price of the services and the actual services already provided, as well as any products specifically ordered for you. Any amounts that have already been paid for the services will be refunded subject to deductions calculated on this basis;
- We will process any refund within 5 business days and in any event no later than 14 days after you inform us of your wish to cancel.

15. CANCELLATION OUTSIDE OF THE COOLING OFF PERIOD

15.1 In addition to your rights above relating to the cooling off period, you may terminate this agreement (i.e., cancel the work) at any time before the start date (if relevant):

- If you cancel the work after the 14-calendar day cooling off period has expired (or where it does not apply) and more than 7 business Days before the start date, we will refund the deposit, if applicable, and any other amounts paid as soon as is reasonably possible, and in any event within 14 Days of cancellation. We may deduct money from the deposit in respect of products that was specially ordered for you.
- If you cancel the work after the 14-calendar day cooling off period has expired (or where it does not apply) and less than 7 business Days before the start date, we will retain from the deposit, if applicable, a sum to cover any net financial loss that we suffer due to the cancellation. We will refund the balance of the deposit to you as soon as is reasonably possible, and in any event within 14 days of cancellation. If our net financial loss is more than the amount of the deposit (and/or if no deposit has been paid), we will invoice you for the shortfall and you will be required to make payment on receipt of such invoice.

15.2 We may need to terminate this agreement before the start date due to the unavailability of required engineers, personnel, products, or materials, or due to the occurrence of an event outside of our reasonable control. If such cancellation is necessary, we will inform you as soon as is reasonably possible and refund the deposit, if applicable, and any other amounts paid as soon as is reasonably possible, and in any event within 14 Days of cancellation.

16. TERMINATION

16.1 You may terminate this agreement with immediate effect at any time by giving us written notice if:

- we have breached this agreement in any material way and have failed to remedy that breach within 14 Days of you asking us in writing to do so;
- we enter into liquidation or have an administrator or receiver appointed over our assets;
- you and we have been unable to agree a revised start date, or you elect to terminate this agreement;
- we are unable to provide the services due to an event outside of our control.

16.2 We may terminate this agreement with immediate effect by giving you written notice if:

- you fail to make a payment on time (this does not affect our right to charge interest on overdue amounts);
- you have breached the terms in any material way and have failed to remedy that breach within 14 Days of us asking you in writing to do so; or
- you and we have been unable to agree a revised start date as meant in these terms;
- you do not provide the engineer with access to the premises or otherwise make it impossible for the engineer to provide the services, and we have been unable to contact you to re-arrange the services;
- we have been unable to provide the services for more than 6 weeks due to an event outside of our control;

16.3 For the purposes of this clause a breach of these terms will be considered 'material' if it is not minimal or trivial in its consequences to the party cancelling it. In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake, or misunderstanding.

16.4 If at the termination date:

- you have made any payment to us (including, but not limited to, the deposit, where applicable) for any services we have not yet provided, these amounts will be refunded to you as soon as is reasonably possible, and in any event within 14 days of the termination notice. we may, however, deduct from such a refund (or charge you) reasonable compensation for the net costs we will incur as a result of your breaking this agreement if we terminate under circumstances set out in these terms;
- we have provided services that you have not yet paid for, the amounts due will be deducted from any refund due to you or, if no refund is due, we will invoice you for those amounts and you will be required to make payment in terms of these terms.

17. EFFECTS OF TERMINATION

17.1 If these terms are cancelled for any reason any clauses which, either expressly or by their nature, relate to the period after the expiry or termination of this agreement will remain in full force and effect. Termination will not remove or reduce any right to damages or other remedy which either you or we may have in respect of any breach of this agreement which exist at or before the date of termination.

18. HOW WE MAY USE YOUR PERSONAL INFORMATION

18.1 **Use.** We will process your personal information in accordance with our Privacy Policy that can be found at <https://tselectrical.info/privacy-notice/> the terms of which are incorporated into this Contract.

18.2 We are committed to secure storage of your personal information. Under no circumstances will we give or sell any information relating to our clients to third parties, or organisations except to those of our registered service providers who are required to render services to you and who are bound to comply with Data Privacy Legislation.

19. OUR RESPONSIBILITY TO YOU FOR LOSS OR DAMAGE SUFFERED BY YOU - YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

19.1 **Disclaimer.** We do not intend to exclude or limit in any way our liability to you where it would be unlawful to do so or take away any of your rights as a consumer in the UK. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors and for fraud or fraudulent misrepresentation.

19.2 What we are responsible for. We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is anticipated by you and us when these terms are entered into. We will not be responsible for any loss or damage that is not foreseeable.

19.3 We will maintain suitable and valid insurance including public liability insurance.

19.4 We provide services for domestic and private purposes only. We make no warranty or representation that the services are fit for commercial, business, or industrial purposes of any kind. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

19.5 If we cause any damage to the premises, we will make good that damage at no additional cost to you. We are not responsible for any pre-existing faults or damage in or to your premises that we may discover while providing the services.

19.6 We are not liable for any loss or damage you suffer which results from your failure to follow any reasonable instructions given by us or the engineer.

19.7 This clause 19 will survive termination of this agreement.

20. COMMUNICATIONS BETWEEN US

20.1 **Writing.** When we refer to "in writing" in this agreement, this includes e-mail. An e-mail alone will not vary the terms of this contract, but if the parties agree a variation of it and sign (wet ink or advanced electronic signature) and then send it via e-mail it is acceptable. Any notice or other communication given under or in connection with this agreement must be in writing and be delivered personally, sent by pre-paid first-class post or other next working day delivery service, or e-mail at office@tselectrical.info.

20.2 A notice or other communication is deemed to have been received: a) if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address; b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting; or c) if sent by e-mail, at 9.00 am the next working day after transmission.

20.3 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped, and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee. The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

21. EVENTS OUTSIDE OF OUR CONTROL (FORCE MAJEURE)

- 21.1 We will not be liable for any failure or delay in performing our obligations under this agreement and Conditions where the failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond our reasonable control.
- 21.2 We will, if any event described under this clause occurs that is likely to adversely affect our performance of any of our obligations under this agreement and Conditions: a) we will inform you as soon as is reasonably possible; b) our obligations under this agreement will be suspended and any time limits that we are bound by will be extended accordingly; c) we will inform you when the event outside of our control is over and provide details of any new dates, times or availability of services as necessary;
- 21.3 You or we may terminate this agreement as set out in clause 16.

22. DISPUTE RESOLUTION, LAW & JURISDICTION

- 22.1 The parties will attempt to resolve any dispute arising out of or relating to this agreement through negotiations between their appointed representatives who have the authority to settle such disputes. If such negotiations do not resolve the matter within 14 days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (“ADR”) procedure such as mediation. If the ADR procedure does not resolve the matter within 30 days of the initiation of that procedure, the dispute may be referred to a court with jurisdiction.
- 22.2 Nothing in this clause will prohibit either Party or its affiliates from applying to a court for interim injunctive relief.
- 22.3 The decision and outcome of the final method of dispute resolution will be final and binding on both parties.
- 22.4 The agreement and these terms (including any non-contractual matters and obligations arising or associated) will be governed by, and construed in accordance with, the laws of England and Wales.
- 22.5 Subject to the provisions of clauses 22.1 to 22.3, any dispute, controversy, proceedings or claim between the parties relating to this agreement or these terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) will fall within the jurisdiction of the courts of England and Wales.

23. GENERAL

- 23.1 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.
- 23.2 **Severance.** Each paragraph of this agreement operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 23.3 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.
- 23.4 **Governing law and jurisdiction.** These terms, their subject matter, and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you

are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland. If you are a business this agreement its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

24. Definitions

In this agreement the use of the following words will have these specific meanings:

- 24.1 **agreement/these terms** means the contract into which you and us which will come into existence on your acceptance of the quotation and additional terms (which will incorporated to this) and be subject to these terms.
- 24.2 **agreed date** means the date on which the provision of the services will commence as agreed by the parties.
- 24.3 **agreed times** means the times which you and we agree for the Representative to have access to the premises to complete the work as specified in the quotation.
- 24.4 **applicable laws** mean all applicable laws, statutes, regulations (and codes) in force from time.
- 24.5 **business** means any business, trade, craft, or profession carried on by you or any other person or organisation;
- 24.6 **business day** means any day other than a Saturday or Sunday on which banks are normally open for their full range of normal business in London.
- 24.7 **business Hours** means between 8am and 4.30pm on a business day.
- 24.8 **consumer** means a “consumer” as defined by the consumer Rights Act 2015, and in relation to this agreement means an individual customer of the Trader who receives services for their personal use and for purposes wholly or mainly outside the purposes of any business.
- 24.9 **data protection legislation** means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data privacy applicable to a party.
- 24.10 **day** means a calendar day.
- 24.11 **deposit** means the deposit you may be required to pay in accordance with the quotation.
- 24.12 **engineer** means any staff member, electrical engineer or tradesperson representing TSE responsible to provide the services in terms of the quotation.
- 24.13 **fees** mean the full amount due and payable to the Service Provider under this agreement and may be fixed or hourly rate work and will be shown in an Invoice to you in accordance with these terms.
- 24.14 **intellectual premises rights** means but not limited to patents, rights to inventions, copyright, moral rights, trade marks, business names and domain names, rights in get-up[and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual premises rights, in each case whether registered or unregistered and including all applications and rights to apply

for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world

24.15 **order** means your written acceptance of the quotation (advanced electronic signatures inclusive).

24.16 **products** mean the products required for the provision of the services which we will supply (if any) as specified in the terms and quotation.

24.17 **premises** means your home, site, or premises, as detailed in the quotation and the terms, at which the work is to take place.

24.18 **quotation** means the initial offer of service or product offered to you by TSE, identified by a unique number and any subsequent adjustments agreed in writing between us.

24.19 **quoted fee** means the fee set out in the quotation, which may change according to the actual work undertaken.

24.20 **services** means the electrical services we will provide as agreed on in the quotation and this agreement such as but not limited to Electrical Installations and Developments Electrical Installation Condition Reports; PAT Testing Security Systems; CCTV; Emergency/Security Lighting and Door Entry Fire Alarm Installation; Rewiring consumer Unit Installations and Upgrades to Distribution Board Installation; Upgrades to Exterior Electrics; Electrical Repairs and Fault Finding and Power Expansion Electrical Earthing.

24.21 **start date** means the date you and we agree on for us to start providing the services, as specified in the quotation and this agreement.

24.22 **work** means the scope of work as set out in more detail in the quotation and any ancillary work that may be necessary to complete the services fully which may include the provision of engineers, or work undertaken, created, or delivered by them.