

Bradtech Group Terms and Conditions

What you need to know before you order: -

1. Definitions

1.1 In these conditions the following words have the following meanings

“Acceptance Date”	The date referred to as such at clause 3.4”
“Bradtech Group”	Bradtech Group, The Fosse, Kinoulton, Notts, NG12 3ER. Also be referred to as Bradtech Electrical or Bradtech Security all of said companies operate under Bradtech Group.
“Business Day”	Any day except a Saturday, Sunday or Public Bank Holiday.
“Conditions”	The conditions of a sale set out in this documents and includes any special terms and conditions agreed in writing between the parties.
“Contract”	The contract for the purchase and sale of the Equipment and Services.
“Customer”	The person who accepts a quotation from Bradtech Group.
“Equipment”	The goods (including any installation of the goods or any part of them) which Bradtech Group is to supply in accordance with the conditions.
“Site”	The location described in the specification or otherwise agreed between the parties at which the conversion / installation is to take place.
“Specification”	The specification which specifies the equipment and description of any part of the installation / conversion
“Works”	The works to be carried out on and to the site in order to prepare the site so that delivery and installation of which can take place.

1.2 Any reference in the conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-acted or extended at the relevant time.

1.3 The headings in the conditions are for convenience only and shall not affect their interpretation.

1.4 No variation to the conditions shall be binding unless agreed in writing between authorised representatives of the Customer and Bradtech Group

1.5 Bradtech Group is not obliged to accept any order from the Customer.

2. General

2.1 Every contract for the supply of equipment or services by Bradtech Group to the Customer is subject to these terms and conditions whether implied by statute, common law or trade usage, or expressed by the Customer are hereby excluded save for conditions expressly accepted by Bradtech Group in writing and conditions and other terms which can not be excluded by law. Where equipment is sold under a consumer transaction, the statutory rights of the Customer (as defined by the unfair Terms in the consumer contracts Regulations 1994) shall not be affected by these conditions. These Conditions shall apply to any equipments or services supplied by way of replacement.

2.2 Electrical and electronic waste disposal (WEEE) Bradtech is not a registered waste carrier, therefore all waste that is generated that comes under the heading “WEEE waste” must be disposed of by the customer in an appropriate manner as guided by the WEEE Regulations. Details of this can be found on our website. If a large project has been undertaken by Bradtech then a skip shall be supplied by Bradtech and that waste will be disposed of by the contracted waste hire company. Details of the company can be provided upon request.

3.0 Performance of the Services

3.1 The Services shall be carried out during Bradtech Groups normal working hours. If the Customer requires services to be carried outside such times, additional charges may be payable.

3.2 The Customer shall execute the works and provide all facilities reasonably required by Bradtech Group to enable it to perform the services including, but not limited to, the provision of: -

- Electrical Power
- Space Requirements and clearances
 - Safe access to the site
 - Suitable security
- Facilities for rest and recuperation

3.3.1 Where Bradtech Group is prevented or delayed from carrying out the services at the pre-arranged date and times through no fault of Bradtech Group, payment shall become due and payable as if Bradtech Group had performed the Services on such pre- arranged dates.

- 3.3.2 The "Customer" has the right to cancel the installation or scheduled works provided that sufficient notice had been given, normally 24 hours. This excludes service arrangements under a fixed term, under such circumstances the amount will become payable as per the agreement.
- 3.3.3 Bradtech Group shall notify the Customer when the services have been performed and completed and when the works is ready for use, under no circumstances should the customer interfere with any electrical installation, including alteration, amendment or replacement works.

4.0 Warranties and Liability

- 4.1 All products installed i.e. lighting etc will be guaranteed for a period of twelve months, if a item fails to operate within the specified period, it will be replaced and re-fitted free of charge. Excludes maintenance repair, changing of bulbs and fuses and any other consumable items.
- 4.2 Any defect arising from wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow directions from Bradtech Group (whether oral or in writing), misuse or alteration or repair of the system or any equipment (other than repairs undertaken by Bradtech Group or a person approved by Bradtech Group in writing)
- 4.3 All warranties or and guarantees will become null and void, if the total price for the carried out works has not been paid. (after the signing of a satisfactory completion certificate)
- 4.4 Bradtech Group will not be held responsible to any damage caused by act of God, War, Nuclear disaster , flood, or any other act which is out the control of the Bradtech Group.
- 4.5 Any claim by the Customer which is based on shortage in delivery, or any defect in the Quality or condition of the equipment or their failure to correspond with the specification shall (whether or not delivery is refused by the Customer) be notified in writing within 10 working days from the date of delivery.
- 4.6 Where the Customer requires repair or replacement of equipment outside the relevant warranty period Bradtech Group shall be entitled to charge in full for such repair or replacement.
- 4.7 The services which have been provided for by Bradtech Group are provided on the basis that they are for the sole use of the Customer. The Customer shall not use the services or conversion other than for the said purpose.
- 4.8 In respect of any error or defect in services provided by Bradtech Group under a contract which is notified to Bradtech Group by the Customer within 10 business days of the provision of such services, Bradtech Group will make reasonable resources available to investigate and endeavour to rectify the defect.
- 4.9 Bradtech Group will not be held responsible for any loss or damage (whether direct or indirect, for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of Bradtech Group its employees, servants or agents or otherwise).
- 4.10 Bradtech Group will not be held responsible for any injuries caused to visitors or trespassers, whilst on site and carrying out and constructional work.
- 4.11 We will endeavour to rectify any damage done by carrying out any associated works, we cannot be held responsible for shrinkage related problems to plaster finishes.

5.0 Delivery / Completion

- 5.1 Delivery will be made by Bradtech Group, delivering the equipment to the site or as otherwise agreed by the two parties.
- 5.2 Risk of damage to or loss of the equipment shall pass to the Customer either when Bradtech Group delivers to site or, in the case of equipment to be delivered otherwise, at the time of delivery or if the Customer wrongfully fails to take delivery of the equipment the time that Bradtech Group has tendered for delivery.
- 5.3 The Customer shall inspect any goods upon delivery, if it does not correspond in nature or defect has been noted, it is the Customers responsibility to notify Bradtech Group at the earliest opportunity. However Should Bradtech Group note any defect on the Customer's behalf this will be rectified by Bradtech Group. Bradtech Group will not be held responsible for any delay caused by third parties.
- 5.4 Completion dates issued to the Customer are used as guidance; no penalty clause will be applicable to Bradtech Group if works go past the proposed completion date. Bradtech Group will endeavour to finish on the completion date.

6.0 Prices and payments

- 6.1 All prices are valid for a period of thirty days if any quotation is accepted after this date a further inspection will be necessary.
- 6.2 The quotation is applicable to this conversion as agreed within this contract, should a change be made to the specification, Bradtech Group will charge for any applicable rectifying works.
- 6.3 Payment schedules are detailed within the specification for exact amounts. If no payment schedule is attached then payment upon completion of works is our normal practice.
- 6.4 Payment shall be made in full upon completion or after issue of final account invoice
- 6.5 Bradtech Group cannot be held responsible for any increase in price for materials after the 30 day validity period.

7.0 Intruder Alarm Maintenance

- 7.1 After a site survey a fixed maintenance price will be agreed by the "Bradtech Group" this charge will be fixed for the duration of the

contract as agreed by the "Customer" and "Bradtech Group". In some circumstances price increases may be beyond the control of the Bradtech Group, under such changes Bradtech Group will notify the "customer" of any price increases in writing before the payment due date. The "Customer" then has the option to cancel the arrangement, providing a cancellation notice in writing to the address in section 1.1

7.2 If the "customer" cancels the maintenance contract during the contract period the full amount of the contract value will be become payable, unless the contract was cancelled under 7.1

7.3 The maintenance contract is fully transferable and should you move property then the service schedule can be transferred to the new owners of the property.

7.4 *Sale of property* - should the "Customer" move premises or have a site relocation and does not intend to carry on with the maintenance schedule, the "Customer" has the right to cancel this agreement providing that the cancellation is in accordance with section 9.1 if the contract is cancelled before the contract expires then the discounted rates will no longer apply and the discount value will have to be paid by the "Customer" the value of which will be detailed within this contract or accompanying schedule.

7.5 Depending on which maintenance contract has been selected parts and engineer call outs are chargeable. Prices of which can normally be found on our website www.bradtechgroup.co.uk, under the legal section.

8.0 Changes

8.1 Bradtech Group reserves the right to substitute of an equivalent or better specification or design

8.2 Any typographical error, clerical or other omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Bradtech Group shall be subject to correction without any liability on the part of Bradtech Group.

9.0 Cancellation

9.1 Any cancellation or changes in this contract must be done in writing. The "Customer" must notify "Bradtech Group" of planned cancellation in writing giving us at least 14 Days notice. Notice can be in the form of e-mail or letter. We will confirm that the contract has been cancelled and raise a statement of account detailing any monies that are due.

A specification for the proposed works is enclosed herein, which will for part of this legally Binding contract.

These Conditions shall in all respects be construed in accordance with the laws of England and the parties shall submit to the exclusive jurisdiction of the English courts.

I have read, understand and agree to abide by the above terms and conditions.

Signed

Customer

Name

Position

i.e occupier, owner, landlord.

Signed

Bradtech Group

Date

