

## AGREED TERMS

### 1. DEFINITIONS

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

- (a) **Event Outside Our Control:** is defined in clause 11.2;
- (b) **Goods:** the goods that We are selling to you as set out in the Order;
- (c) **Order:** your order for the Goods and/or Services as set out overleaf;
- (d) **Product:** the product We create or order from our supplier for you as a result of the Services, as set out in the Order;
- (e) **Services:** the services that We are providing to you as set out in the Order;
- (f) **Terms:** the terms and conditions set out in this document; and
- (g) **We/Our/Us:** TNE Electrical Limited registered in England and Wales under registration number 08465892 whose registered office is at 64 Southwark Bridge Road London SE1 0AS.

1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

### 2. OUR CONTRACT WITH YOU

2.1 These are the terms and conditions on which We supply Goods, or Services, or both Goods and Services, to you.

2.2 Please ensure that you read these Terms carefully, and check that the details on the Order and in these Terms are complete and accurate, before you sign and return the Order. If you think that there is a mistake or require any changes, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us.

2.3 If any of these Terms conflict with any term of the Order, the Order will take priority.

2.4 We shall assign an order number to the Order and inform you of it when We confirm the Order. Please quote the order number in all subsequent correspondence with Us relating to the Order.

2.5 Our website is solely for the promotion of Our Goods and Services in the UK. Unfortunately, We do not accept orders from or deliver to addresses outside the UK.

### 3. SPECIAL ORDER GOODS

3.1 Goods that We order specially for you are subject to our supplier's terms and may be either non-returnable or returnable subject to a charge, If non-returnable, you must pay us in full for the Goods; if returnable subject to a charge, you must pay us the charge.

3.2 This will not affect your legal rights as a consumer in relation to Goods that are faulty or not as described. Advice about your legal rights is available at your local Citizen's Advice Bureau or Trading Standards office.

#### **4. DELIVERY OF GOODS**

- 4.1 Please note that timescales for delivery and delivery charges will vary depending on the availability of the Goods. We will contact you with an estimated installation date. Occasionally Our delivery to you may be affected by an Event Outside Our Control. See clause 11 for Our responsibilities when this happens.
- 4.2 Delivery of an Order shall be completed when We deliver the Goods to the address you gave Us.
- 4.3 If no one is available at your address to take delivery, We will leave you a note that the Goods have been returned to Our premises, in which case, please contact us to rearrange delivery. We may raise a charge for such further delivery.
- 4.4 If We are not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, We will deliver the Order in instalments. We will not charge you extra delivery costs for this. However, if you ask Us to deliver the Order in instalments, We may charge you extra delivery costs. Each instalment shall constitute a separate contract governed by these Terms. If We are late delivering an instalment or one instalment is faulty, that will not entitle you to cancel any other instalment.
- 4.5 The Goods will be your responsibility from the completion of delivery to you.
- 4.6 You own the Goods once We have received payment in full.

#### **5. IF THE GOODS ARE FAULTY**

As a consumer, you have legal rights in relation to Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

#### **6. THIRD-PARTY MANUFACTURER'S GUARANTEE OF GOODS**

- 6.1 The Goods come with a manufacturer's guarantee. For details, please refer to the manufacturer's guarantee provided with the Goods.
- 6.2 This guarantee is in addition to your legal rights in relation to the Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

#### **7. PROVIDING SERVICES**

- 7.1 We will supply the Services to you from the date agreed between Us in writing until the estimated completion date set out in the Order.
- 7.2 We will make every effort to complete the Services on time. However, there may be delays due to an Event Outside Our Control. See clause 11 for Our responsibilities when an Event Outside Our Control happens.
- 7.3 We will need certain information from you that is necessary for Us to provide the Services, for example, information about the existing installation. We will contact you about this. If you do not, after being asked by Us, provide Us with this information, or you provide Us with incomplete or incorrect information, We may make an additional charge of a reasonable sum to cover any extra work that is required, or We may suspend the Services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to Us after We have asked. If we suspend the Services under this clause 7.3,

you do not have to pay for the Services while they are suspended, but this does not affect your obligation to pay for any Services We have already performed.

- 7.4 We may have to suspend the Services if We have to deal with technical problems, or to make improvements agreed between you and Us in writing to the Services. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the Services while they are suspended under this clause 7.4 but this does not affect your obligation to pay for any invoices We have already sent you.
- 7.5 You should note that We do not accept liability for any of the following:
- (a) making good of walls, floors or ceilings or their coverings unless stated in the order;
  - (b) loss or damage resulting from the loss of electrical power while We provide Services; it is your responsibility to protect frozen and refrigerated food, to power down computers and other electronic devices prior to Our commencing work and to reset clocks and timers after We have concluded the Services; and
  - (c) save where the Order provides for Us to test the circuit, loss or damage from adding additional switches, sockets or appliances to an existing circuit.
  - (d) We will inform you in advance verbally when We need to turn the power off to carry out our work.
- 7.6 If you do not pay Us for the Services when you are supposed to as set out in clause 9.6, We may suspend the Services with immediate effect until you have paid Us the outstanding amounts (except where you dispute an invoice under clause 9.9). We will contact you to tell you this. This does not affect Our right to charge you interest under clause 9.8.
- 7.7 If We design the Product for you, We will own the copyright, design right and all other intellectual property rights in the Product and any drafts, drawings or illustrations We make in connection with the Product for you.

## **8. IF THERE IS A PROBLEM WITH THE SERVICES**

- 8.1 In the unlikely event that there is any defect with the Services or Product:
- (a) please contact Us and tell Us as soon as reasonably possible;
  - (b) please give Us a reasonable opportunity to repair or fix any defect; and
  - (c) We will use every effort to repair or fix the defect within 24 hours where the defect might affect vulnerable people living in your property (such as children or elderly or disabled persons) and within seven (7) days in all other circumstances.

You will not have to pay for Us to repair or fix a defect with the Services or Product under this clause 8.1.

- 8.2 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials We use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

## **9. PRICE AND PAYMENT**

- 9.1 The price of the Goods and/or the Services will be set out in the Order Form. Our prices may change at any time, but price changes will not affect Orders that We have confirmed with you.
- 9.2 We may make an additional charge in the following circumstances:
- (a) for any parking or congestion charges We incur in the course of proving the Goods and Services; and
  - (b) of Sixty pounds (£60) inclusive of VAT for each additional visit to your property that We are required to make due to being unable to obtain access or to delays by you or other tradespeople.
- 9.3 The prices for the Goods include delivery costs unless otherwise stated. If you require Us to return Goods that are not faulty you will reimburse Us for any handling or returned goods charge We incur
- 9.4 Where We are providing Goods to you, you must make payment for Goods in advance by credit or debit card or bank transfer.
- 9.5 Where We are providing Goods and Services to you, We will ask you to make an advance payment of up to 70% of the price of the Goods and Services. Where We are supplying Goods or Products, We will ask you to make an advance payment of up to 100% of the price of the Goods and Products. If you are a consumer your rights to a refund on cancellation are set out in clause 12. We will invoice you for the balance of the Services on or any time after We have performed the Services, and this will become due on the date stated on the invoice. Each invoice will quote the Order number. We recommend deposits are paid for using credit card.
- 9.6 Unless stated otherwise in the Order, you must settle our invoice upon satisfactory completion of the Services.
- 9.7 If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Barclays Bank PLC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.
- 9.8 However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 9.8 will not apply for the period of the dispute.

## **10. OUR LIABILITY TO YOU**

- 10.1 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and Us at the time We entered into this contract.
- 10.2 We will make good any damage to your property caused by Us in the course of installation or performance. This does not include redecoration. However, We are not responsible for the cost of repairing any pre-existing faults or damage to your property that We discover in the course of installation and/or performance by Us.

- 10.3 We only supply the Goods and/or Services for domestic and private use. You agree not to use the Goods and/or Services for any commercial, business or re-sale purpose, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 10.4 We do not exclude or limit in any way Our liability for:
- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by The Consumer Rights Act 2015

## **11. EVENTS OUTSIDE OUR CONTROL**

- 11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.
- 11.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 11.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:
- (a) We will contact you as soon as reasonably possible to notify you; and
  - (b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our delivery of Goods to you, We will arrange a new delivery date with you after the Event Outside Our Control is over. Where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.
- 11.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Goods and/or Services. Please see your cancellation rights under clause 12. We will only cancel the contract if the Event Outside Our Control continues for longer than four weeks in accordance with Our cancellation rights in clause 14.

## **12. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND**

- 12.1 The following provisions of this clause 12 apply only if you are a consumer.
- 12.2 Before We begin to provide the Services or the Goods are delivered, you have the following rights to cancel an Order for Goods (other than made-to-measure Goods) and/or Services, including where you choose to cancel because We are affected by an Event Outside Our Control:
- (a) You may cancel any Order for Goods and/or Services within seven (7) calendar days of placing an Order by contacting Us. We will confirm your cancellation in writing to you.

- (b) If you cancel an Order under clause 12.2(a) and you have made any payment in advance for Services that have not been provided to you, or Goods that have not been delivered to you, We will refund these amounts to you.
  - (c) However, if you cancel an Order for Services under clause 12.2(a) and We have already started work on your Order by that time, you will pay Us any costs We reasonably incurred in starting to fulfil the Order, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact Us. However, where you have cancelled an Order because of Our failure to comply with these Terms (except where We have been affected by an Event Outside Our Control), you do not have to make any payment to Us.
- 12.3 Unfortunately, as the made-to-measure Goods are made to your requirements, you will not be able to cancel your Order once made (but this will not affect your legal rights as a consumer in relation to made-to-measure Goods that are faulty or not as described).
- 12.4 Once We have begun to provide the Services to you, you may cancel the contract for the Services at any time by providing Us with at least seven (7) calendar days' notice in writing. Any advance payment you have made for Services that have not been provided will be refunded to you.
- 12.5 Once We have begun to provide the Services to you, you may cancel the contract for Services with immediate effect by giving Us written notice if:
- (a) We break this contract in any material way and We do not correct or fix the situation within seven (7) days of you asking Us to in writing;
  - (b) We go into liquidation or a receiver or an administrator is appointed over Our assets;
  - (c) We are affected by an Event Outside Our Control.
- 13. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND**
- 13.1 If We have to cancel an Order for Goods (including made-to-measure Goods) and/or Services before the Services start or the Goods are delivered:
- (a) We may have to cancel an Order before the start date for the Services or before the Goods are delivered, due to an Event Outside Our Control or the unavailability of stock. We will promptly contact you if this happens.
  - (b) If We have to cancel an Order under clause 13.1(a) and you have made any payment in advance for Services that have not been provided to you, or Goods that have not been delivered to you, We will refund these amounts to you.
  - (c) Where We have already started work on your Order for Services or made-to-measure Goods by the time We have to cancel under clause 13.1(a), We will not charge you anything and you will not have to make any payment to Us.
- 13.2 Once We have begun to provide the Services to you, We may cancel the contract for the Services at any time by providing you with at least seven (7) calendar days' notice in writing. If you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.
- 13.3 We may cancel the contract for Services at any time with immediate effect by giving you written notice if:

- (a) you do not pay Us when you are supposed to as set out in clause 9.6. This does not affect Our right to charge you interest under clause 9.8; or
- (b) you break the contract in any other material way and you do not correct or fix the situation within three (3) days of Us asking you to in writing.

#### **14. INFORMATION ABOUT US AND HOW TO CONTACT US**

14.1 We are a company registered in England and Wales. Our company registration number is 08465892 and Our registered office is at 64 Southwark Bridge Road London SE1 0AS.

#### **15. COMPLAINTS POLICY**

- 15.1 We always endeavour to provide the best service and products for our customers. However, on rare occasions, We recognise that there may be times where our customers may not be completely satisfied.
- 15.2 To ensure We are able to put things right as soon as We can, please read our complaints procedure below and We will respond promptly to ensure complete satisfaction.
- 15.3 As soon as possible after the completion of the works, please inspect the work to ensure everything has been carried out to our usual high standards. In the unlikely event there is anything you are not completely satisfied with, please contact us as soon as you can in order that We can rectify any problems as soon as possible. You may call us on 020 88191590 or write to us at Building 3, Chiswick Park, 566 Chiswick High Road, London, W4 5YA (please request proof of receipt if posting). You may email us at [office@tneelectrical.co.uk](mailto:office@tneelectrical.co.uk). We aim to respond within 2 days of receiving your complaint and where possible, will provide you with a date to remedy any issues raised.
- 15.4 Where We are unable to resolve your complaint using our own complaints procedure, as a Which? Trusted Trader We use Dispute Resolution Ombudsman for dispute resolution. In the unlikely event that We cannot remedy your complaint to your satisfaction you may wish to refer your complaint to them. If you wish to do so please contact Which? Trusted traders in the first instance on 0117 4566031.
- 15.5 NICEIC Platinum Promise can take necessary steps to put work right in the event that an installer is no longer registered, or has ceased trading. The Platinum Promise can be used if:
- (a) The contractor was registered with NICEIC for the type of work undertaken at the time the installation was complete
  - (b) The work has been fully completed within the last six years.
- 15.6 Please see further details on Platinum Promise process and exclusions online at <https://www.niceic.com/find-a-contractor/platinum-promise/complaints-pp-exclusions-oct-19.aspx>
- 15.7 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by e-mail to [office@tneelectrical.co.uk](mailto:office@tneelectrical.co.uk), by hand, or by pre-paid post to TNE Electrical Limited, Building 3 Chiswick Park 566 Chiswick High Road London W4 5YA. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Order.

## **16. HOW WE MAY COMMUNICATE WITH YOU**

- 16.1 If you have granted your consent to receive SMS notifications, you may occasionally receive SMS text messages about products or services that may interest you. We may send you up to four messages per month. The messages you receive may relate to referral programs, enquiries you have made, service updates, meeting updates, promotions, or other miscellaneous subjects.
- 16.2 You can opt out of receiving SMS text messages at any time by replying to any SMS message you have received from Us with the word 'STOP'. Alternatively you may revoke your consent to receive SMS notifications at any time by writing to Us at the address given in paragraph 15.7.
- 16.3 If you experience any problem related to SMS notification sent by Us, you may reply to any message with the word 'HELP', email us at [office@tneelectrical.co.uk](mailto:office@tneelectrical.co.uk), or phone 020 8819 1590.
- 16.4 SMS message carriers are not liable for delayed or undelivered SMS messages.
- 16.5 Message and data rates may apply for messages sent to you from Us and to Us from you.
- 16.6 For questions about your text plan or data plan, contact your mobile phone provider.
- 16.7 For privacy-related enquiries, refer to our privacy policy online at [https://www.tneelectrical.co.uk/downloads/TNE\\_Electrical\\_LTD\\_Privacy\\_Policy.pdf](https://www.tneelectrical.co.uk/downloads/TNE_Electrical_LTD_Privacy_Policy.pdf)

## **17. HOW WE MAY USE YOUR PERSONAL INFORMATION**

- 17.1 If you place an order with Us, We will use the personal information you provide to Us to:
- (a) provide the Goods and/or Services;
  - (b) process your payment for such Goods and/or Services; and
  - (c) inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.
- 17.2 If you place an order, you agree that We may pass your personal information to credit reference agencies and that they may keep a record of any search that they do.
- 17.3 If you have granted your consent to receive SMS notifications, We may share your name and mobile phone number with a subcontractor purely for the purpose of providing the service detailed in paragraph 16.
- 17.4 We will not give your personal information to any other third party for any purpose.

## **18. OTHER IMPORTANT TERMS**

- 18.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.
- 18.2 You may transfer the benefit of any guarantee to any purchaser of your property. You may only transfer your other rights or your obligations under these Terms to another person if We first agree in writing.



- 18.3 This contract is between you and Us. No other person shall have any rights to enforce any of its terms. However, the purchaser of your property will have the benefit of any guarantee if you transfer it to them, but We and you will not need their consent to cancel or make any changes to these Terms.
- 18.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 18.5 If We fail to insist that you perform any of your obligations under these Terms, 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 and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.
- 18.6 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.