



Terms and Conditions

1. Conditions of Contract

The Conditions of Contract applicable to any order resulting from this quotation/BOQ will be Platinum Electrical Ltd Standard Terms and Conditions of Sale and as clarified below.

Any terms and conditions, expressed or implied, which contradict or remove those referred to herein, individually or entirely, will not be accepted as the terms of any sub-contract order without the prior and specific agreement of this company.

2. Quotation/BOQ

Any quotations/BOQ submitted are in accordance with the following terms and conditions and on the basis of our interpretation of the documents and drawings supplied.

3. Price Basis

The prices quoted are fixed, strictly net, exclusive of VAT and are valid for 30 days from the quotation/BOQ date. A works purchase order is required before any work can commence. All works must be completed within 12 months from receipt of the works order. If this cannot be achieved due to no fault of our own, we reserve the right to increase the rate in line with manufacturer and trade industry bodies.

All quotations/BOQ are submitted on the basis that the whole of the works as detailed are ordered at the time of contract placement.

We reserve the right to amend our offer in the event the scope of work, quantities or agreed programme dates detailed herein are amended in any way.

Any works additional to the original scope of works quoted will be subject to a new quotation or carried out under site instruction in accordance with the rates stated in section 4.

The prices quoted are based on the assumption of a quantity of work being successfully achieved per visit.

Each visit is based on a full day's productive working and unimpeded access to site. We reserve the right to make charges for any standing time/delays at a rate equal to the cost of labour & plant in section 4 plus 15% to cover lost time, travel and hindered productivity, due to delays or failure to make sufficient working areas available, any waiting/standing time is incurred as a result of the presence of a Substances Hazardous to Health, a Health and Safety Risk, limited access, delays by the customer, his agents or any other sub-contractor employed on the project. **Please note this list is not exhaustive and only includes some of the most common examples.**

4. Site Instruction/Works Variation Order

The customer agrees to pay in full for any additional works carried out under site instruction/works variation order the following rates, rates are based on an hourly rate

<u>Labour</u>		<u>Vehicles</u>	
Electrician	£42.75	Van	£9.00
Plant Op	£40.04	7.5 Tonne Lorry	£22.00
Installation Operative	£35.51	18 Tonne Lorry	£29.00
Labourer	£22.02	Vehicle Mounted Platform	£24.00
<u>Plant</u>		<u>Materials</u>	
Digger	£8.00		Cost + 15%
Trailer	£2.16	Professional Fees	Cost + 15%
Wacker	£3.00		
Floor saw	£5.00		

5. Notice to Cancel or Postpone Works

Where dates for undertaking any part of the works have been agreed between the customer and Platinum Electrical Ltd; the customer must provide a minimum of 7 days' notice should it become necessary to cancel or postpone the agreed date/s to allow sufficient time for our resources to be allocated other work. Failure to provide this requisite notice may result in additional charges.

www.platinumstreetlighting.co.uk

Unit 10, Ecclesbourne Park Industrial Estate, Clover Nook Road, Cotes Park, Alfreton, Derbyshire, DE55 4RF Tel: 01773 689 304
Platinum "Street Lighting Solutions" is a trading name of Platinum Electrical Ltd Company Reg: 5608834. VAT: 873 6421 09



6. Terms of Payment

Payment must be settled within the outlined days stated on the quotation/invoice from the date of invoice.

Pro forma payment

100% of the quoted sum & is due up front unless otherwise agreed in writing in this case any payments would be due 30 days from Invoice/application, this is to allow for purchase of materials, Specialist Services such as (Reginal Electrical Company Connection - DNO), labour & plant
Any queries/disputes relating to invoices must be raised within 7 days from date of invoice.

7. Late Payment

If payment is not received within the specified timescale, Platinum Electrical Ltd has the right to take certain actions to recover the debt owed to them. The first step that Platinum Electrical Ltd can take is placing the account on stop. This means that any further services or goods provided by Platinum Electrical Ltd will be halted until the outstanding payment is made.
Additionally, Platinum Electrical Ltd has the statutory right to claim interest on overdue payments and compensation for any costs incurred in recovering the debt under the late payment legislation.
These costs may include administrative expenses, legal fees, or other expenses directly related to debt recovery cost.

If the application/invoice remains unpaid along with any interest charges incurred, Platinum Electrical Ltd can proceed with issuing a 5-day notice of adjudication in accordance with the Scheme for Construction Contracts 1998.

In extreme cases where the debt remains unpaid even after the notice of adjudication, Platinum Electrical Ltd will have the right to enter the site and remove all goods and materials, whether they are fixed or not. This action is typically taken as a last resort to recover the debt owed. It allows Platinum Electrical Ltd to physically remove any items that belong to them from the site, which can include equipment, materials, or any other assets that were provided as part of their services.

8. Payment Retention

No allowance has been made for any retention but assumes payment of 100% of all invoices submitted.

9. Performance Bond

No allowance is made for the provision of a Performance Bond.

10. Main Contractor's Discount

No allowance has been made for the provision of any Main Contractor's Discount.

11. Contractual Liability

Other than liability for delay or liability for direct loss, which will be limited to the contract value of any contract between us, liability for indirect or consequential loss is specifically excluded.

12. Liability for Delay

Liability for delay will be subject to liquidated damages of 0.5% per day to a maximum of 1% of the contract value of the units delayed and will only be applicable in the event the Main Contractor should suffer loss due to delay.

13. Completion

If the quotation/BOQ is accepted, we would work with the customer to mutually agree a works program to enable the works to proceed to completion without interruption.

No allowance has been made for the provision of traffic management, track closures or any like thing associated with and required to facilitate the installation of any equipment. Our offer is based on the assumption that the provision of such items will be the responsibility of the Main Contractor and that such provision will be agreed and scheduled in accordance with the installation programme agreed at the time of order.

14. General Specification

The work would be carried out in accordance with the following: -

- BS7671: 2018 (18th Edition of the IEE Wiring Regulations)
- The Highway Electrical Association (HEA). The Association of signals, lighting and other highway Electrical Contractors and HEMSA the Highway Electrical Manufacturers and Suppliers Association.
- The Safety Code of Practice G39: Electrical Safety in the Planning, Installation, Commissioning and Maintenance of Public Lighting and Other Street Lighting.
- New Roads and Street Works Act 1991
- NERS -National Electricity Registration Scheme

www.platinumstreetlighting.co.uk

Unit 10, Ecclesbourne Park Industrial Estate, Clover Nook Road, Cotes Park, Alfreton, Derbyshire, DE55 4RF Tel: 01773 689 304
Platinum "Street Lighting Solutions" is a trading name of Platinum Electrical Ltd Company Reg: 5608834. VAT: 873 6421 09

15.Scope of Work

Our offer is limited to the scope of work detailed in the associated quotation/BOQ document, and no assumptions should be made as to any additional work not specifically detailed.

It will be the responsibility of the customer to provide all final setting out details of the columns and to suitably mark the actual positions on site for each and every unit; this must include datum marks for finished ground levels.

When asked to include DNO/IDNO connection as part of our quote, we will require you to provide us with an MPAN number which is used for energy charging purposes, before we are able to arrange your un-metered connection with the DNO. In addition, IDNO Networks may demand a fee before allowing us to work on the network. The fee will be passed onto the customer at the rate of cost plus 15%.

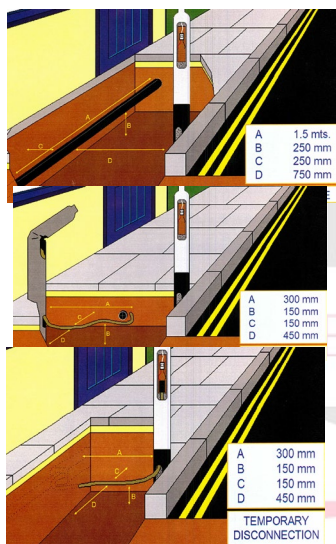
The rate quoted will include the connection, transfer or disconnection up to one meter from the item being serviced any additional trenching works required will be charged as follows:

Verge	£31.00 per/m
Footway	£56.00 per/m
Carriageways	£290.00 per/m
Fee for additional DNO/IDNO cable over 1 metre will be charged at cost plus 15% per/m.	

When network bays are included in our quote it is assumed that they will not exceed the below dimensions, although in some circumstances a larger bay may be required. In this instance additional charges will apply for the additional time taken based on day rates stated in section 4

Network bay dimensions:

New connection bay



Transfer bay

Disconnection bay

All re-instatement in the highway will be to highway specification.

16.Exclusions

Our offer specifically excludes the following work or services, unless stated on the quote/BOQ or agreed in writing prior works starting

- Nights, weekends or bank holiday working
- Traffic management
- Hand Dig or trenching
- DNO Connection & Network connection bay/s
- Permanent re-instatement in footways/carriageways
- Provision of drawings, stats & road space booking
- Any other items not listed in the pricing schedule
-

17.Warranty

The services covered by this quotation/BOQ are subject to Platinum Electrical Limited Standard Conditions of Guarantee with the warranty period for services being **12 months** from the date of installation. Materials supplied are subject to the **Manufactures warranty**.

Damage or repairs incurred throughout the duration of the project or within the warranty period resulting from improper use, acts of vandalism, road traffic accidents etc, will strictly remain the responsibility of the customer. Any necessary remedial or replacement works that become necessary due to damaged caused, will be charged accordingly.



All consumable items will not form part of any warranty agreement, including and not limited to the following material items:

- Lamps
- Cut-out units and fuses
- Photo-electric cells
- Ballasts/ starters/ Igniters
- Column numbers

18. Validity

Our quotations/BOQ are valid for the 30 calendar days

CONDITIONS OF CONTRACT FOR THE PROVISION OF GOODS AND/OR SERVICES

1. INTERPRETATION

1.1 In these Conditions the following words have the following meanings:

Associated Company:

a company which is a subsidiary, a holding company, a parent company or any other company within the same group of companies as the Company;

Company:

Platinum Electrical Limited. Trading Name – Platinum Street Lighting Solutions

Conditions:

Platinum Electrical Limited Conditions of Contract for the Provision of Goods and/or Services;

Contract:

Means the Particulars of Contract, the Conditions together with any documents referred to therein;

Customer:

The person(s), firm, company or organisation who purchases the Goods and/or Services from the Company

Equipment:

Any equipment including any plant provided by the Company for provision of the Goods and/or Services;

Goods:

Any goods agreed in the Contract to be supplied to the Customer by the Company (including any part or parts of them);

Particulars of Contract:

The particulars of contract signed by the parties setting out the description of the Goods and/or Services to be provided and the Price and other information which forms part of this Contract;

Price:

The contract sum set out in the Particulars of Contract or the value of the re-measured works;

Services:

Any services agreed in the Contract to be supplied to the Customer by the Company (including any part or parts of them);

Site:

The place where the Goods and/or Services are to be provided as specified in the Particulars of Contract.

1.2 In these Conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that Statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.3 In these Conditions headings will not affect the construction of these Conditions.

2. APPLICATION OF TERMS

2.1 Subject to any variation under condition 2.2 the Contract will be on these Conditions to the exclusion of all other terms and conditions. These Conditions prevail over any inconsistent terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document and/or implied by trade custom, practice or course of dealing.

2.2 These Conditions apply to all orders for the Company to provide Goods and/or Services and any variation to these Conditions and/or any representations about the Goods and/or Services shall have no effect unless expressly agreed in writing and signed by an authorised signatory of the Company.

2.3 The Customer acknowledges that it has not relied upon and shall not rely upon, and shall have no right or remedy in respect of any statement, representation, assurance of warranty (whether made negligently or innocently) by the Company which does not form part of the Contract.

2.4 No offer to purchase the Goods and/or Services placed by the Customer is accepted by the Company until the Company provides the Goods and/or Services or the Company receives written confirmation of acceptance from the Customer, whichever is earlier, when the Contract on these Conditions will come into effect.

www.platinumstreetlighting.co.uk

Unit 10, Ecclesbourne Park Industrial Estate, Clover Nook Road, Cotes Park, Alfreton, Derbyshire, DE55 4RF Tel: **01773 689 304**
Platinum "Street Lighting Solutions" is a trading name of Platinum Electrical Ltd Company Reg: 5608834. VAT: 873 6421 09



3. DESCRIPTION

- 3.1 The description of the Goods and/or Services shall be as set out in the Quotation.
- 3.2 Unless expressly included within the Particulars of quote, all drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and/or Services described in them and do not form part of this Contract.
- 3.3 If a specification or other standard is to apply to the Goods and/or Services this shall apply only where it is expressly provided for in the customer specification.

4. PROVISION OF GOODS AND SERVICES

- 4.1 Unless otherwise agreed in writing by the Company, the Goods and/or Services shall be provided at the Site.
- 4.2 The Customer will receive the Goods and/or Services within five (5) working days of the Company giving it notice that the Goods and/or Services are available.
- 4.3 Any date specified by the Company for the provision of Goods and/or Services is intended to be an estimate and time shall not be made of the essence by notice. If no date is specified in the Particulars of Contract, the Goods and/or Services will be provided within a reasonable time.
- 4.4 Save for where it is expressly provided for in these Conditions, the Company will not be liable for any direct, indirect, special, economic or consequential loss (which terms include, without limitation, loss of profits, loss of business, depletion of goodwill and like loss), costs, damages, charges or expenses caused directly or Indirectly by any delay in provision of Goods and/or Services (even if caused by the Company's negligence), nor will any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds three (3) calendar months.
- 4.5 If for any reason the Customer does not accept receipt of any Goods and/or Services when they are made available, or the Company is unable to provide Goods and/or Services on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:
 - 4.5.1 Risk in the Goods and/or Services will pass to the Customer (including for loss or damage caused by the Company's negligence) on the date they are made available by the Company;
 - 4.5.2 The Goods and/or Services will be deemed to have been provided;
 - 4.5.3 The Company may store the Goods and/or Services until the Customer accepts receipt whereupon the Customer will be liable for all related costs and expenses refer to section (8.3) (including, without limitation, storage and insurance); and
 - 4.5.4 If the Customer does not accept receipt of Goods and/or Services within thirty (30) days after the Company has notified the Customer that the Goods and/or Services are available the Company may charge storage, sell or otherwise dispose of the Goods and/or Services and the Customer shall be liable for all related costs and expenses.
- 4.6 Subject to Clause 4.1 the Customer will provide at its expense at the Site adequate and appropriate equipment in good working order and manual labour for unloading the Goods and/or if required by the Company for the provision of Services.
- 4.7 The Customer shall not be entitled to object to or reject the fifteen (15) per cent and shall pay for such Goods and/or Services at the pro rata Contract rate.
- 4.8 The quantity of any consignment of Goods as recorded by the Company upon despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Customer unless the Customer can provide conclusive evidence proving the contrary.
- 4.9 The Company shall not be liable for any non-provision of Goods and/or Services (even if caused by the Company's negligence) unless written notice is given to the Company within twenty-eight (28) days of the date when the Goods and/or Services would in the ordinary course of events have been received.
- 4.10 Any liability of the Company for non-provision of Goods and/or Services shall be limited to replacing the Goods and/or Services within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods and/or Services.

5. COMPANY'S OBLIGATIONS

- 5.1 The Company shall use reasonable endeavours to provide Goods and/or Services in accordance with any specific requirements which have been incorporated within the works specification.
- 5.2 In providing the Goods and/or Services the Company shall use reasonable endeavours to observe health and safety rules and regulations and any other reasonable security requirements that apply at the Site that have been communicated to the Company, in accordance with Clause 6.1.3. The Company shall have no liability under the Contract if observation of such requirements results in a breach of any of the Company's obligations under this Contract.

www.platinumstreetlighting.co.uk

Unit 10, Ecclesbourne Park Industrial Estate, Clover Nook Road, Cotes Park, Alferton, Derbyshire, DE55 4RF Tel: 01773 689 304
Platinum "Street Lighting Solutions" is a trading name of Platinum Electrical Ltd Company Reg: 5608834. VAT: 873 6421 09



6. CUSTOMER'S OBLIGATIONS

6.1 The Customer shall at its own expense:

6.1.1 co-operate with the Company in all matters relating to the provision of Good and/or Services;

6.1.2 provide the Company's operatives, agents, sub-contractors and other persons with access to the Site and any other access required, accurate information, data, briefings, induction, equipment (including PPE) and any and all other facilities required to enable the Company to provide the Goods and/or Services;

6.1.3 ensure that the Company's operatives, agents, sub-contractors and other persons are informed of all health and safety rules and regulations and any reasonable security and legal requirements which apply to the Site and shall provide the Company with all information which is required by the Company for performance of the Contract;

6.1.4 obtain and maintain all necessary licences and consents and comply with all relevant legislation [insofar as such licences, consents and legislation relate to the Customer's business, premises, staff, equipment or otherwise are applicable to the Customer]; and

6.1.5 where the Company provides any Equipment the Customer warrants that it shall ensure the safety of the Equipment whilst on the Customer's premises and shall keep and maintain the Equipment in good condition and ensure the Company has access to the Equipment at all times. The Customer shall not dispose of or use the Equipment unless the Company provides written authorisation to do so.

6.1.6 provides all relevant in date site drawings, STATS & books road space with the highway authorities

6.1.7 provide traffic management as required

7. RISK/TITLE

7.1 The Goods and/or Services are at the risk of the Customer from the time these are made available to the Customer.

7.2 Ownership of the Goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:

7.2.1 The Goods and/or Services; and

7.2.2 All other sums which are or which become due to the Company from the Customer on any account.

7.3 The Customer's right to possession of the Goods and/or Services shall terminate immediately if:

7.3.1 The Customer has a bankruptcy order made against it or makes an arrangement or composition with its creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for

the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986, or a resolution is passed or a petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or

7.3.2 The Customer suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or fails to observe/perform any of its obligations under the Contract or any other contract between the Company and/or Associated Companies and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or

7.3.3 The Customer encumbers or in any way charges any of the Goods and/or Services.

7.4 The Company shall be entitled to payment for the Goods and/or Services notwithstanding that ownership of any of the Goods and/or Services have not passed from the Company.

7.5 Where ownership of the Goods has not passed to the Customer, the Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods and/or Services are or may be in order to inspect them and

where the Customer's right to possession has terminated in accordance with Clause 7.3, the Company may use any facilities and /or equipment necessary on Site to recover the Goods and/or Services.

7.6 Unless expressly provided otherwise in the Particulars of Claim, the Customer is responsible for and bears the risk of any and all conditions on Site including ground conditions and any obstructions.

8. PRICE

8.1 The price for the Goods and/or Services shall be the price set out in the Quotation.

8.2 The price for the Goods and/or Services shall be exclusive of any value added tax and all other taxes, costs or charges in relation to loading, unloading, carriage, insurance or due to changes in legislation and the Customer shall be liable for and shall pay such amounts when they fall due.

8.3 The price for the storage of goods is £0.50 per item per day from the point goods are made available to the customer.

www.platinumstreetlighting.co.uk

Unit 10, Ecclesbourne Park Industrial Estate, Clover Nook Road, Cotes Park, Alfreton, Derbyshire, DE55 4RF Tel: 01773 689 304
Platinum "Street Lighting Solutions" is a trading name of Platinum Electrical Ltd Company Reg: 5608834. VAT: 873 6421 09



9. PAYMENT

- 9.1 Payment shall be made to the Company in full, in advance, except where the parties have agreed otherwise and other payment terms have been incorporated in the Particulars of Contract.
- 9.2 Payment for materials shall be made to the Company in full, in advance regardless of any other payment terms.
- 9.3 Payment for DNO connections shall be made to the company in full in advance regardless of any other payment terms.
- 9.4 Except where the Customer makes payment in advance, payment for the Goods and/or Services is due as stated on the quotation/invoice.
- 9.5 Where provided for in the Particulars of Contract, Interim payments will be made at monthly intervals.
- 9.6 Time for payment shall be of the essence.
- 9.7 No payment shall be deemed to have been received until the Company has received cleared funds.
- 9.8 All payments payable to the Company under the Contract shall become due immediately upon termination of this Contract notwithstanding any other provisions in this Contract.
- 9.9 The Customer shall make all payments due under the Contract with no deduction and no set-off, counterclaim, discount, abatement or otherwise is permitted unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.
- 9.10 If the Customer fails to pay the Company any sum due pursuant to the Contract the Customer will be liable to pay statutory interest immediately on demand to the Company on such sum from the due date for payment in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

10 QUALITY

- 10.1 Where the Company is not the manufacturer of the Goods and/or Services, the Company will endeavour to transfer to the Customer the benefit of any warranty or guarantee given to the Company.
- 10.2 The Company warrants that the Goods and/or Services will be in accordance with section 17.
- 10.3 The Company shall not be liable for a breach of the warranty in condition 10.2 unless:
- 10.3.1 The Customer gives written notice of the defect to the Company, and (if the defect is as a result of damage in transit) to the carrier, within 28 days of the time when the Customer discovers or ought to have discovered the defect; and
- 10.3.2 The Company is given a reasonable opportunity after receiving the notice of examining such Goods and/or Services and the Customer (if asked to do so by the Company) returns such Goods and/or Services to the Company's place of business for the examination to take place there.
- 10.4 The Company shall not be liable for a breach of any of the warranties in condition 10.2 if:
- 10.4.1 The Customer makes any further use of such Goods and/or Services after giving such notice; or
- 10.4.2 The defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods and/or Services or (if there are none) good trade practice; or
- 10.4.3 The Customer alters or repairs such Goods and/or Services without the written consent of the Company.
- 10.5 Subject to conditions 10.3 and 10.4, if any of the Goods and/or Services do not conform with any of the warranties in condition 10.2 the Company shall at its option repair or replace such Goods and/or Services (or the defective part) or refund the price of such Goods and/or Services at the pro rata Contract rate provided that, if the Company so requests, the Customer shall return the Goods and/or Services or the part of such Goods and/or Services which is defective to the Company.
- 10.6 If the Company complies with condition 10.5 it shall have no further liability for a breach of any of the warranties in condition 10.2 in respect of such Goods and/or Services.
- 10.7 The Company's liability for defects shall be limited to a period of twelve (12) months only from the date of installation unless a different liability period is expressly provided in the Particulars of Claim.
- 10.8 The Company may from time to time change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or price for the Services.
- 10.9 Completion is deemed to have occurred when a certificate of completion is issued by the Company or upon issue of the Company's final invoice, whichever is earlier.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 Any intellectual property rights arising from or created in relation to provision of the Services shall belong to the Company.
- 11.2 In so far as it is permitted to do so, the Company shall provide to the Customer a non-exclusive licence to such extent as is necessary to enable the Customer to make reasonable use of the Services. Upon termination of the Contract for any reason whatsoever the licence shall terminate unless the parties have agreed otherwise in writing.
- 11.3 The Customer shall fully indemnify the Company for any unauthorised use of the Company's intellectual property rights and for breach of any third party rights arising from or in connection with the Contract.



12. LIMITATION OF LIABILITY

12.1 Subject to condition 10, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents, consultants and sub-contractors) to the Customer in respect of any breach of these Conditions and/or any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract;

12.2 The Company shall have no liability for design unless expressly provided otherwise in the Particulars of Claim;

12.3 all warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods and/or Services Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

12.4 Nothing in these Conditions excludes or limits the liability of the Company for:

12.4.1 Death or personal injury caused by the Company's negligence; or

12.4.2 Damage or loss incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Company.

12.5 Subject to conditions 10.2 and 10.3:

12.5.1 The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the Contract Sum; and

12.5.2 The Company shall not be liable to the Customer for any other direct, indirect, special, economic or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

13. FORCE MAJEURE

13.1 The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods and/or Services ordered by the Customer (without liability to the Customer) if it is prevented or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, adverse weather conditions, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials or any similar event ("Force Majeure Event")

13.2 If the Force Majeure Event continues for a continuous period in excess of sixty (60) days, the Customer shall be entitled to give notice in writing to the Company to terminate the Contract.

14. ASSIGNMENT

14.1 The Customer shall not without the prior written consent of the Company assign, transfer, charge or otherwise dispose of any of its rights or obligations under this Contract.

14.2 the Company may at any time assign, novate, transfer, charge, sub-contract or otherwise dispose of its rights and obligations [or any part thereof] to an Associated Company and may delegate or sub-contract in any manner any or all of its obligations under the Contract to any third party or agent.

15. GENERAL

15.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

15.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

15.3 If a provision of these Conditions (or part of any provision) is found illegal, invalid or unenforceable the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

15.4 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

15.5 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

15.6 The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

www.platinumstreetlighting.co.uk

Unit 10, Ecclesbourne Park Industrial Estate, Clover Nook Road, Cotes Park, Alferton, Derbyshire, DE55 4RF Tel: 01773 689 304
Platinum "Street Lighting Solutions" is a trading name of Platinum Electrical Ltd Company Reg: 5608834. VAT: 873 6421 09



15.7 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by the laws of England and Wales. The Company may at its discretion, refer any dispute to adjudication and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

15.8 Both parties warrant that they shall comply with the Data Protection Act 1998 (as amended from time to time).

15.9 Any notice [or other communication] shall be deemed to have been duly received if delivered personally, when left at the party's business address or is sent by prepaid first class post special delivery on the second business day after posting

16. GDPR

Confidentiality Notice:

Any documents received by the customer from the company that may contain personal information i.e. Names etc is confidential and may be privileged and are intended only for the authorised recipients. The information contained in the documents and any attachment(s) must not be published, copied, disclosed, or transmitted in any form to any person or entity unless expressly authorised by the company. If documents are sent in error the customer is required to delete the document immediately and advise the company of the error.

