

1. **DEFINITIONS**
- 1.1 Orange Fox Electrical Limited ("the Company") will supply for you ("the Customer") by way of sale electrical inspections, testing, installation and maintenance services and equipment ("the Goods") in accordance with these Conditions, unless such be varied in writing by agreement between the parties.
- 1.2 Words importing the masculine gender shall include the feminine gender and words in the singular shall include the plural and words in the plural shall include the singular.
2. **ORDERS AND SPECIFICATION**
- 2.1 No order submitted by the Customer shall be deemed to be accepted by the Company unless and until confirmed by the Company in writing or until delivery of the Goods, whichever is the sooner.
- 2.2 The customer shall be responsible for ensuring the accuracy of the terms of any order (including any specification) submitted to the Company.
- 2.3 The quantity, quality and description of and any specification for the goods shall be those set out in the company's quotation (if accepted by the Customer) or the customer's order (if accepted by the Company).
- 2.4 Descriptions, technical specifications, drawings, illustrations or particulars of weight or dimensions given in tenders, catalogues, or other literature issued by the Company shall not form part of the Contract unless specifically incorporated in writing.
- 2.5 A reasonable variation in the specification dimensions, texture or colour of the goods sold by description or made to dimensions quoted by or to the Customer shall be permitted and the Customer shall not be entitled to reject the goods by reason of such variation.
- 2.6 The Company reserves the right to make any changes in the specification which are required to conform with any applicable safety or other statutory requirements or which do not materially alter the quality or performance of the goods.
3. **PRICE**
- 3.1 All prices quoted are based on costs of materials, overheads, wages, Government Taxes, or impositions and international rates of currency exchange ruling at the date of quotation. The Company reserves the right to raise the price on or before delivery of goods proportionately to the increase of any of these factors as the same may affect such price.
- 3.2 All prices quoted are based on the specification provided. Any variation in the specification requested by the Customer, and change in delivery dates or any delay caused by the Customer which results in an increase in the cost to the Company will be charged appropriately by the Company at its then current rates.
- 3.3 All prices quoted exclude VAT and are net of such taxes and/or import duties unless otherwise stated.
- 3.4 Any price quoted which is an obviously incorrect (lower) price than that intended shall not be binding on the Company and the Company reserves the right to amend such incorrect price.
4. **PAYMENT**
- 4.1 Payment shall be made by the customer within 14 days of the date of the invoice unless otherwise stated on the front of the invoice.
- How to pay  
BACS: HSBC. Account: Orange Fox Electrical Ltd. Account Number: 51442945. Sort Code: 40-20-08.  
Please use your account reference and invoice number as the payment reference  
Cheque: Please make your cheques payable to Orange Fox Electrical Ltd, 29 Two Fields Way, Bawdeswell, Norfolk, NR20 4TQ. Please write your account number and invoice number on the back of the cheque
- 4.2 The Company shall be entitled to compensation and interest on any unpaid sum from the date of the invoice until payment at the rate specified in the Late Payment of Commercial Debts (Interest) Act 1998 and subordinate legislation
- 4.3 Time is of the essence for payment.
5. **COMMENCEMENT OF WORK**
- 5.1 Any time or date given for the commencement of any work is an estimate only and the Company shall not be liable for any loss or damage whatsoever for any delays in the commencement date. It is hereby agreed that time is not of the essence for the commencement of the work unless previously agreed in writing by the Company.
- 5.2 If the Customer fails to allow work to start on the commencement date or fails to give adequate instructions to allow work to commence then, without prejudice to any other rights available to the Company it may:
- 5.2.1 Store the goods until actual delivery and charge the Customer for the costs (including insurance) of storage;
- 5.2.2 Sell the goods at the best price obtainable and (after deducting all storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.
- 5.3 Any claim by the Customer based on defect of quantity or quality which is apparent upon reasonable inspection upon completion of the work or part thereof must be advised to the Company as soon as possible and in any event confirmed in writing within 7 working days of completion of the work and beyond this time limit no claims will be considered by the Company.
6. **PROPERTY AND RISK**
- 6.1 Risk of damage to or loss of the goods shall pass to the Customer at the time of installation or if the Customer fails to allow installation the time when installation was tendered.
- 6.2 The Company shall remain the sole and absolute owner of the goods until such time as the price of the goods has been paid in full to the Company by the Customer, notwithstanding that the goods have become affixed or attached to any land or building of the Customer. Until such time as the full agreed price has been paid the Customer shall hold the goods as the Company's fiduciary agent and the bailee and will at the Customer's expense ensure the goods in the name of the Company in the amount of the contract price against fire, flood, theft, burglary and vandalism.
- 6.3 Until such a time as the property and the goods passes to the customer, the Company shall be entitled at any time to require the Customer to deliver up the goods to the Company and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the goods are stored and repossess the goods.
- 6.4 The Customer's right to possession of the goods which have not been paid for shall cease at whichever is the earliest of the following dates:
- 6.4.1 If the Customer, not being a company, commits an act of bankruptcy, makes a proposal to his creditors or a composition under section 252 of the Insolvency Act 1986 or any statute in succession thereto or does anything which would entitle a Petition for a Bankruptcy Order to be made.
- 6.4.2 If the Customer, being a company, goes into liquidation, whether compulsory or voluntarily, or does anything or fails to do anything which would entitle a Receiver to take possession of any assets or which would entitle any person to present a Petition for Winding-up or apply for an Administration Order pursuant to Section 8 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof.
7. **WARRANTIES AND LIABILITY**
- 7.1 Subject to the terms set out below and unless otherwise specified in writing the Company warrants that when the goods are installed they shall be in merchantable condition and if any major defects in manufacture become apparent within 12 months of the date of the invoice and arise from faulty materials or workmanship of the Company, the Company will replace such goods or the part in question free of charge or, at the Company's discretion refund to the Customer the price of the goods or the proportionate part thereof, but the Company shall have no further liability to the Customer.
- 7.2 The Company shall be under no liability:
- 7.2.1 in respect of any defect arising from any specification supplied by the Customer;
- 7.2.2 in respect of any defect arising from fair wear and tear, wilful damage, negligence of the Customer, his servants or agents, abnormal working conditions, failure to maintain the goods and/or to follow the Company's instructions (whether oral or in writing), misuse or treatment of the goods without the Company's approval, or modifications or repairs carried out by the customer or any third party; or
- 7.2.3 for expenditure incurred by the Customer in repairing or replacing any part of the goods without the Company's consent.
- 7.3 Any claim by the Customer must be notified in writing within 7 days after the defect is discovered. If the Customer does not so notify the Company, the Customer shall be deemed to have accepted the goods as having been delivered in all respects in accordance with the Contract and shall not be entitled to reject the goods and the Company shall have no liability whatsoever for such defect or failure.
- 7.4 Except in the case of death or personal injury caused by the Company's negligence, the limits of the Company's liability under the Contract shall be the repair or replacement of the goods in accordance with Clause 7.1 and the Company shall not be liable for any consequential loss whatsoever and will not be liable for the costs of repair by any third party. For the avoidance of doubt the Company shall have no liability to the Customer for any increase in electricity charges payable by the Customer as a result of the installation of the goods.
- 7.5 If any goods shall after leaving the Company's premises have been modified or subjected to any process of manufacture or adaptation then the Customer shall be deemed to have accepted such goods as being in all respects in accordance with the Contract.
- 7.6 The Company shall not be liable for any delay due to any cause beyond the Company's control including (without limiting the foregoing).
- 7.6.1 Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster);
- 7.6.2 Loss or damage by fire;
- 7.6.3 Strikes, lock outs or other industrial actions or trade disputes (whether involving employees of the Company or a third party);
- 7.6.4 Difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- 7.6.5 Power failure or breakdown in machinery;
- 7.6.6 Delays caused by importation of goods or parts; or
- 7.6.7 War, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity
8. **INSPECTION AND TESTING**
- 8.1 All inspections and testing of the goods required by the Customer shall be made at such a time and place as the Company may agree in writing. The Company shall be entitled to charge the Customer in addition to the Contract price for any special tests required to be witnessed by the Customer. In the event of the Customer being entitled to attend to witness a test and failing to do so the test will proceed and will be deemed to have been carried out in the Customer's presence and to his satisfaction.
- 8.2 Electrical tests resulting in the issue by the Company of an Electrical Certificate will be carried out in compliance with the current IEE wiring regulations BS7671, the IEE Inspection and Testing Guidance Notes 3 and National Inspection Council for Electrical Installation Contracting guidelines and further particular regulations and BS codes of practice where applicable.
- 8.3 The Electrical Certificate provides an assessment by the Company as to the safety of the installation(s) inspected at the time and date upon which the test is carried out. The certificate does not provide a guarantee for the installation or equipment for any given period of time. The Company will have no responsibility for the failure of existing installations or equipment, i.e. sockets, lights, switches, etc, between the Certificate issued date and the retest due date. The Electrical Certificates are not transferable between owners, clients, customers, landlords or tenants.
9. **SITE ACCESS**
- When installation forms part or all of the Contract, the Customer shall at its own expense provide suitable access to and possession of the site, proper foundations ready to receive the goods as when delivered, labour, suitable protection for the goods from the time of delivery and necessary lighting of the site and all necessary facilities (including sufficient electricity supply) and adequate assistance to enable the installation to take place without delay. If additional costs are incurred by the Company as a result of the suspension of work by the Customer's instructions or lack of instructions, interruptions, delays, overtime, unusual hours, mistakes, or work for which the Company is not responsible or to the inadequacy of the Customer's preparations, such additional cost shall be charged to the Customer in addition to the Contract price.
10. **LAW AND JURISDICTION**
- 10.1 Any dispute under this Contract shall be referred to a mediator accredited by either CEDR or the ADR Group for resolution before any proceedings are issued at any court or arbitration. Such mediator shall be agreed upon by the parties or failing such agreement appointed by the National Inspection Council for Electrical Installation Contracting and the parties shall by making this Contract have elected to be bound thereby.
- 10.2 If any Provision of the Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 10.3 English Law shall apply in respect of these terms and Conditions of Business and any claims or disputes in connection therewith and the parties submit to the jurisdiction of the English courts.
11. **NOTICES**
- Any Notice required or permitted to be given under these Conditions shall be in writing addressed to the other party at its registered office or principle place of business.