

1. Definitions

“Condition(s)” or “Terms” means these Electrical - Terms and Conditions.
 “Good(s)” means Goods, Products, Components, Materials, Labour and Services.
 “Stage(s)” means the period agreed in Order/Contract/Schedule/Program or the month in which the works are completed.
 “Drawing(s)” means Drawings, Specifications, Designs, Sketches and Layouts of the works and Information required in hard copy or digitally produced to deliver the Order requirement on installation.
 “Contract Variation Instruction(s)” means CVI a change in the Goods which has additional costs applicable due to an increased Drawing scope and/or an additional labour cost due to time required to deliver the Goods.
 “Order(s)” means any Order, Contract, and CVI, written or verbal instruction from the Buyer for Goods. “Website” means the website located at www.tannerbennett.co.uk or any subsequent URL which replaces it.

2. Order / Contract Acceptance

The Seller will on receipt of an official Order be issued working Drawings prior to providing the Goods. The Buyer will advise and update the Seller of any changes to the Drawings that will cause changes to the Goods, each issue of the drawings will be identified and approved by the Seller and sent to the Seller in reasonable time for any changes to be implemented. Any changes that cause additional works shall be subject to a CVI issued by the Seller and approved of by the Buyer for traceability. Any CVI issued and not agreed by the Buyer and Seller will not be enacted.

3. Packing

Reasonable allowance for packing for protection during transportation and storage will be made by the Seller – when this packing of units has been removed you must immediately report any damage. Should the packing be damaged then photograph the units and send Us a picture - The Seller reserves the right to physical inspection. Should after 5 days of receipt you discover damage it becomes Your responsibility, the Seller have no way of knowing at this point if the damage happened on Your site or in transit damage covered by insurance.

4. Power Supplies

If the Seller works are based on the Goods being delivered and installed the Seller assumes a suitable power supply is available for plugs for handheld tools (drills etc) necessary for installers to complete the works and this be provided free of charge. If the Seller has to provide a generator then it shall be at the Buyers cost dealt done via a CVI. All electrical systems and connections within the premises / site are the responsibility of the Buyer.

5. Access Equipment

If the Seller works are based on the Goods being delivered and installed, the Seller assumes the Buyer will provide access equipment if works are above 2400mm. If the Seller has to provide scaffolding or towers then it shall be at the Buyers cost dealt with via a CVI.

6. Welfare Arrangements

If the Seller works are based on the Goods being delivered and installed the Seller requires suitable access to the buildings/washroom/toilet areas for the duration of the works for its staff and sub-contractors.

7. Health & Safety / Environment

If the Seller works are based on the Goods being delivered and installed the Seller will comply with any Regulations and Laws for Health & Safety and the Environment as well as any additional site specific rules for the Buyers operated on the premises/site.

8. Events beyond the Sellers Control

The Seller shall have no liability to the Buyer for any failure to deliver Goods the Buyer has Ordered from third parties. The Seller also has no liability for problems or issues caused by the Buyer in their selection of third parties and their Goods and any changes or additional works arising will be subject to a CVI. Buyers must also be aware that open areas in buildings and works such as plastering in process of drying out works may produce a damaging environment to the Goods so the Seller cannot be held liable for damages caused in this way.

9. Third party rights

Except for the Seller affiliates, directors, employees or representatives, a person who is not a party to the Order has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

10. The Parties

“The Seller” means Tanner Bennett Ltd whose address is Unit R1, Innsworth Lane, Innsworth Technology Park, Innsworth, Gloucester, GL3 1DL. Company No: 6348602 Phone No: 01452 713031 Facsimile No: 01452 713913 Email: mail@tannerbennett.co.uk.
 “Buyer” means the person and/or firm and/or company and/or trust and/or body by whom or on whose behalf the purchase is made whether verbally or in writing.

11. Quote Validity

Quotations or Tenders submitted by the Seller shall remain valid for a period of 30 days unless some other period is agreed with the Buyer and unless otherwise agreed is based on the acceptance in it’s entirety. If the quotation or tender includes a full site survey at time of quotation but if the Seller location cannot be surveyed until after contract/order placement - The Seller reserves the right to vary the costs based on discovered facts.

12. Property

The Seller shall retain the title in the property in the Goods until full payment of the Seller’s invoices is received from the Buyer and only then shall the title pass over. The risk in the Goods shall pass to the Buyer on delivery whether such delivery is on the Buyer’s or their customer’s property or other location directed or requested by the Buyer verbally or in writing for the avoidance of doubt the Buyer’s insurances shall cover the cost of replacement for damage or loss.

13. Delivery

The Seller assumes unless otherwise agreed that offloading of goods will be provided by the Seller, if for any reason the Buyer is unable to accept delivery of goods on the day agreed and the Seller have to reschedule the Seller may charge reasonable costs for the return with a CVI. The Seller assumes unless otherwise agreed that for large deliveries on a pallet the Buyer has the ability to offload the Goods. If, for any reason the Buyer is unable to accept delivery of the Goods provided this way then they must advise the Seller who will despatch by some other method and may charge reasonable costs for additional packing or special delivery. Should the Buyer not be able to accept the Goods when despatched and they are returned to the Seller will charge for storage of the goods including insurance and carriage charges for re-delivery.

14. Supply and Installation

If the Seller works are based on the Goods being delivered and installed this will occur during normal working hours or those agreed with the Buyer. All works undertaken by the Seller will comply with the Buyers requirements and BS 7671 Electrical Standard and the Building Regulation 2010 in force at the time of the works. Where the Buyer requires a deviation from such standards or regulations a written instruction and record will be required. Where installation works are done on existing circuits to repair, extend or modify then the Seller assumes that the Buyers current installation complies with minimum current regulations. Any discovered works required to continue working on the Buyers current installation shall be at an additional cost on post-dated CVI.

The Seller will undertake the Order and its works to an agreed standard whilst seeking not to produce mess or disruption the works are not without dust or noise and the Seller requires the consideration of the Buyer. On leaving the premises the installers will do a clean of the work area to the Buyers satisfaction. Where carpet or floor coverings may require lifting to allow installation reasonable endeavours will be made not to cause damage but disturbing old carpets or aged flooring is at the Buyers risk. The Seller will undertake installation works to a clean standard, using dust sheets, coverings and cleaning equipment as necessary.

15. Intellectual Property

Where the Design has been provided by the Buyer then the IP and responsibility for its fitness for purpose shall vest with the Buyer. Where the Design of the works have been done by the Seller then the IP will vest with the Seller and cannot be used by the Buyer for any purpose. Following payment in full from the Buyer whereupon the IP and a copy of the Designs will pass to the Buyer and the guarantees & warrantees commence. The Seller will hold records for 7 years, applications may be made for copies of the Design during this period but may be chargeable.

16. Cancellation

For Goods paid for in advance the Buyer may cancel the Order at any point within the supply programme, but there will be costs attributable, 1) Any cheque/monies will be returned if no ordering or works have commenced, else it will be the Seller cost to that point. 2) If Goods have been ordered and paid for by the Seller and needs to be returned then the sum returned shall be the cost of return to the manufacturers/suppliers such as carriage cost and any cancellation charges levied, plus 1 above.

17. Transfer of Rights and Obligations

The Buyer may not transfer any rights or obligations under these terms and conditions to another buyer without the Sellers prior written consent, which we will not unreasonably withheld. The Seller can transfer all or any rights and obligations under these terms and conditions to another Seller, but this transfer will not affect your rights under these terms and conditions.



18. Payment

For Orders done by the Seller on a quoted sum or time and material basis the payment shall be due as stated on the invoice, normally net 30 days. For Orders done by the Seller on a quoted fixed price basis the payment shall be due as stated on the invoice, normally net 30 days. For quoted works done in stages or monthly by the Seller which have been part completed, then the payment will become due as stated on the invoice, normally net 30 days. The Seller reserves the right to wait to the completion of the works to issue a single invoice for the works, due normally net 30 days. For fixed price works the payment will be due 30 days from the date of invoice. For CVI works the payment will be due 30 days from the date of invoice.

Special Orders for product or materials for the works, payment will be in advance, on receipt the product or materials will be ordered and held by the Seller awaiting the due date for installation.

VAT at the prevailing rate will be added to the Order invoice value. Should the Buyer want to question the invoice then an application must be made in writing to the Seller explaining the reason for the query within 7 days of the receipt of the invoice, should the Seller uphold the Buyers query then a revision in the invoice or a credit will be made but this does not alter the period in which the invoice is due for payment.

For Orders in conjunction with the Green Deal the terms and conditions are those set out by the Government, but for the avoidance of doubt the payment are ALL Orders must be accompanied by a deposit of 30% (thirty per cent) followed by 30% (thirty per cent) 15 days before delivery of the Goods, followed by 40% (forty per cent) 30 days following completion of the works. Failure to provide the payments to the above schedule will delay the delivery of the Goods.

Payment for other agreed major contracts or trade account customers may be different from the above and may supersede these payment terms. In accordance with Late Payment of Commercial Debts (Interest) Act 1998, the Seller reserves the right to charge interest on overdue and unpaid accounts at a rate of 3.5% over bank base rate per month.

19. Warrantee

The Seller warrants its work to be defect free for a period of 12 months from the completion and/or commissioning and/or acceptance and/or on payment of the invoice by the Buyer. Such warrantee is invalidated by Goods not supplied by the Seller and/or any instance where the installation has been altered and/or tampered and/or damaged subsequently by the Buyer or their third parties. Should there be a problem the Buyer must allow reasonable access to the site for the Seller to examine the nature of the defect alleged by the Buyer, and if the Seller agrees with the Sellers assertion that the relevant Goods are defective and the defect was not caused by the Buyer or his third parties act or omission the Seller may at the Seller sole discretion either to i) Repair or replace the defective items or ii) Refund the price (or a proportionate part of the price) of the defective Goods in which case the defective Goods shall become the property but the Seller are under no obligation to collect the defective Goods from the Sellers premises or arrange for disposal of the defective Goods. But for the avoidance of doubt none of the remedies above shall be available if the defect was attributable to the act or default of some person other than from the Seller.

20. Guarantee

The Seller undertakes to carry out the Order to a level at least in accordance with BS 7671 and Building Regulations 2010 in force at the time of the works (Part F & P). The completed works will carry a 12 month guarantee against faulty workmanship or installation materials. Electrical and mechanical product are excluded from this warrantee but will be covered by the manufacturer's warrantee, a minimum of 12 months. The Seller will not be liable for damage from third parties or external sources affecting the installation or any form of misuse or wilful default. The Seller is not responsible for any losses incurred by the Buyer using product before the handover and/or completion of work and/or commissioning and acceptance. The guarantee works shall only be carried out by the Seller's staff and sub-contractors or persons instructed by the Seller. This guarantee is null and void should the Buyer commission works to alter or repair by their staff or third parties having not given the Seller the reasonable opportunity to correct.

21. Contract Variation Instructions (CVI)

Where variations or additional work is required then this shall be detailed by the Seller on a CVI as early as possible in the work cycle ideally to try to enable a change without cost implications to the Buyer. Where the Order, scope, specification, detail has increased/decreased a CVI will be prepared by the Seller and passed to the Buyer for their instructions the Seller may then sign the CVI or issue a written acceptance for the work of their own. Should the Buyer during the Order works require changes then the Seller will use this process where the changes are written onto the Buyer CVI and agreed by both the Buyer and the Seller to continue the works, failure to agree means the work on the changes will not proceed. Should a CVI be necessary and the Buyer not available whilst work is carried out in conjunction with other tradesmen and without the Sellers work it will be carried out in the manner the Seller considers to best solve the problems or issues and this will be chargeable via a retrospective CVI, unless this process has been previously expressly forbidden by the Buyer in writing

22. Force Majeure and/or Abdication

The Seller is not responsible for delays or damage caused by any Act of God and/or strikes or lock outs caused by any form of dispute not in the control of the Buyer and or abdication in the form of the Buyer delaying the progress of the works or payments because other factors such as strike or lock-out which are outside the Order are expressly excluded.

23. Basis of Pricing

Normal business is conducted by the Seller giving estimates or quotes or returning tenders to the Buyer in the form of prices, calculated with reasonable care from given information, which constitutes an offer to do the work within a given price. Other costing provisions are available to the Buyer in the form of a 1) a fixed price quotes based on the Buyer provided information where all the risk for costing for the works are covered by the Seller, 2) a time and materials basis where the works are commissioned by the Buyer and are charged as and when the Goods are provided, where the Buyer does not have a clear idea what specification and requirements are for the works.

24. Exclusions

Goods not specified on the Order are expressly excluded. Clearing and/or removing of previous installations is the responsibility of the Buyer are expressly excluded. Delays caused by the clearing and/or removal will delay the project and will incur additional costs via the CVI process. Clearing and/or moving of furniture and other items blocking access to work areas is the responsibility of the Buyer and are expressly excluded. Removal of and replacement to flooring in work areas is the responsibility of the Buyer and are expressly excluded. Redecoration and final making good is the responsibility of the Buyer and are expressly excluded. Removal from site and disposal of fittings, wiring, materials, general waste and packing is not included.

No allowance has been made for the costs associated with bank bonds or collateral warranties and are expressly excluded.

25. Invalidity

If any part of these terms and conditions is adjudged unenforceable (including any provision in which the Seller excludes liability to the Buyer) the enforceability of the other conditions will not be affected.

26. Set Off

Each Order from the Buyer is a one-off so no set off is allowed without the express permission of the Seller.

27. Entire Agreement

These terms and conditions, together with the Order sets out the entire agreement relating to the supply and installation of the Order from the Seller to the Buyer. Nothing said by any member of staff or sub-contractors working on the Sellers behalf should be understood as a variation of these terms and conditions.

28. Governing Law

The contract between the Buyer and the Seller shall be governed by and interpreted in accordance with English law and the English courts shall have jurisdiction to resolve any disputes between both parties.

