

PHOENIX ENERGY SERVICES LTD
TERMS AND CONDITIONS FOR PROVISION OF SERVICES

1. The Customer must read these conditions carefully before submitting an order.
2. In these conditions "PES" means PHOENIX ENERGY SERVICES Ltd (registered at 197 Airport Road, Belfast BT3 9ED with company number NI041410) the "Customer" means the party who has accepted the offer from PES to carry out the Works/Services (each as defined in the relevant offer documentation).
3. These conditions, along with the offer documentation (including any job sheets and quotations) prepared and submitted by PES to the Customer, shall constitute the entire agreement between the Customer and PES (the "Contract") and no waiver, alteration or modification of this agreement shall be valid unless made in writing and signed by a duly authorised representative of PES. In the event of a conflict between the terms of the offer documentation and these conditions, these conditions will prevail to the extent of any inconsistency only.
4. The commercial terms offered are based upon the price of goods and materials, transport costs, wages rates and other expenses payable – including employers' compulsory contributions under any statute, ruling at the date of the offer. Should there be any subsequent alterations in these prices, costs or rates before the completion of the Works/Services, PES reserve the right to vary the contract price by such an amount as reasonably reflects the effect of these alterations but if PES does so, PES will notify the Customer and the Customer will then have the option to cancel the Contract if it wishes to do so on 7 days' notice. If this right is exercised, the Customer must return any goods to PES at its own cost and pay for any services received up to the cancellation date.
5. If the rate of VAT changes between the Customer's acceptance of the offer for Work/Services and the date PES supply the Works/Services, PES will adjust the rate of VAT that the Customer will pay unless the Customer has already paid for the product in full before the change in the rate of VAT takes effect.
6. These conditions are based on the Works/Services being executed during normal working hours (08.30 – 16.30, Mon. – Fri.) and at such other times as PES may in their discretion determine. Any overtime working done at the special request of the Customer shall incur an additional charge (unless otherwise agreed in advance between the two parties) and PES will let the Customer know in advance about any such charge and the Customer will then have the option to cancel the Contract if it wishes to do so on 7 days' notice. If this right is exercised, the Customer must return any goods to PES at its own cost and pay for any services received up to the cancellation date.
7. The ownership of property and all other materials delivered to the site, whether fixed or unfixed, shall remain in PES until the full contract price is paid. The Customer shall be liable for any damage to or loss of materials or tools delivered to the site or work executed, except where such damage or loss is caused by the negligence of PES.
8. The Customer shall be responsible for providing the following facilities and works (if required) which are not included in the Contract: -
 - a) Convenient access to, on and about the site;
 - b) Where notified in the offer documentation, appropriate safety, health and welfare facilities and amenities;
 - c) Where notified in the offer documentation, suitable scaffolding and materials handling apparatus;
 - d) Lock-up storage facilities for PES's unfixed materials and tools, and adequate protection of PES finished works from theft or damage;
 - e) Electric power supply for power-driven tools, and any fuels used in commissioning and testing;
 - f) Obtaining all necessary authorities and permissions (including but not limited to landlord permissions and compliance with building regulations as and when applicable), and the Customer shall indemnify PES against any consequence arising out of the failure to obtain any such authorization;
 - g) Where the Works/Services are carried out at commercial premises, the Customer shall insure all materials delivered to the site against loss or damage by fire, theft and other perils to a value not less than the contract price, and the Customer shall pay to PES any sum received from the insurer in respect of any such loss or damage to PES property on the site.
9. PES shall not be liable for delays or non-performance due to strikes (unless caused by its own staff), lock-outs, hostilities, Acts of God including (but not limited to) inability to secure labour or parts, accidents or other events of force majeure not within the control of PES.
10. All parts and labour supplied by PES come with a 30 calendar day guarantee. Should the Customer discover a defect arising out of faulty materials or workmanship then they must notify PES immediately or, at the latest, within 30 calendar days from the date of delivery of the Services. The Customer shall be liable for all costs associated for repairs in connection with defect rectification outside of this 30 day guarantee period, unless otherwise agreed in advance between the two parties. This does not affect the Customer's statutory rights.
11. PES may assign or sub-let the whole or any part of the Contract. PES will tell the Customer in writing if this happens and will ensure that the Customer's rights under the Contract are not prejudiced following any assignment of the Contract. PES may sub-contract the Contract without consent of the Customer.
12. Where the Works/Services are ordered online or via telephone, the Customer has a legal right to change its mind within 14 days of completion of the Contract and receive a refund excluding services already received up to the cancellation date. If this right is exercised, the Customer must return any goods to PES at its own cost and pay for any services received up to the cancellation date. This right does not apply where the Customer has requested a visit from PES for the purpose of carrying out urgent repairs or maintenance.
13. Either party may terminate the Contract in the event that the other party:
 - a) Commits a material breach of the terms and conditions of the Contract;
 - b) Becomes bankrupt or commits an act of bankruptcy, or being a company, entering into receivership, administrative receivership, administration or liquidation (or any equivalent thereof).
14. PES shall have the right to terminate the Contract upon giving not less than 7 days notice in writing to the Customer where the Customer:
 - a) fails to make any payment to PES when it is due;
 - b) fails to provide PES with information that is necessary for PES to deliver the Works/Services within a reasonable time of PES asking for it;
 - c) fails to allow PES access to its premises within a reasonable time to supply the Works/Services.In such circumstances, any monies owing to PES up to the termination date shall be paid in full by the Customer, calculated on a pro rata basis or quantity of Works/Services completed - depending upon the payment cycle that has been previously agreed between the parties.
15. Except where PES stipulates payment in advance, the Customer shall be required to pay all monies owed, in full, immediately upon completion of any Works/Services.
16. Where payment is not received in accordance with these Conditions, then PES may, without limiting its other rights, charge interest and/or an additional administration charge may be applied to the cost for the Works/ Services completed.
17. The Customer agrees to indemnify and keep PES fully indemnified from, and against, any loss claim or liability whatsoever incurred or suffered by PES as a result of negligence or any default by the Customer (or its employees, agents or representatives) of its obligations however arising in connection with the Works/Services, together with expense, claim, loss or damage (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other [reasonable] professional costs and expenses) which PES (or any of its employees, agents, sub-contractors and other clients) may suffer due to the negligence or breach of the Customer (or its employees, agents or subcontractors).
18. Each party shall effect and maintain throughout the continuance of the Contract, insurance policies which shall include at least the minimum types and amounts of insurance cover required by law and, for the avoidance of doubt, each party to the Contract shall bear any and all excesses, deductibles or franchises incorporated in its insurance policies.
19. If PES shall be in breach of its obligations under this Contract, the damages, if any, for which PES shall be liable, shall be limited to the costs of making good defects in the work carried out or goods supplied and shall not include compensation for direct or indirect (i) loss of profit, (ii) special loss, (iii) damage or (i) for any consequential matter whatsoever where such losses are unforeseeable.
20. The entire liability of PES to the Customer under, or in connection with, the Contract shall not in any event exceed the amount of the charges paid by the Customer for the provision of the Works/Services – either for the lump sum cost of the Works/Services or the minimum period set out in the Contract or for the first year of the Contract, if no minimum period applies.
21. Where applicable, your attention is drawn to the requirements of the 17th Edition of the Wiring Regulations of the Institute of Electrical Engineers, Clauses 413/2 (as amended from time to time) which states that customers are responsible for ensuring that an equipotential cross bonding conductor shall be connected as required.
22. A person (a "third party") who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract or any agreement amending the Contract or expressed to be supplemental hereto notwithstanding that any such term may purport to confer or may be construed as conferring a benefit on such third party.
23. The validity, construction and interpretation of the Contract shall be governed exclusively by the laws of Northern Ireland.