



TERMS AND CONDITIONS

DEFINITIONS

In these Terms and Conditions the following expressions shall where the context so admits have the following meaning:-

'The Agreement' – the quotation and the acceptance together with these Terms and Conditions.

'The Company' – DICE Electrical Limited

'The Customer' – the person, firm or company which has accepted the quotation.

'The Customers Equipment' – such of the equipment listed in the quotation shall have been purchased by the customer and any other equipment from time to time installed in substitution thereof.

SUPPLY OF MATERIALS

1. The property in the Customers Equipment shall pass to the customer on the payment of all the money specified in the Quotation as being payable on or before the installation date.
2. NICEIC Certification will be handed over on receipt of outstanding balance payment.

CUSTOMER'S OBLIGATION

The customer shall:-

1. Give to the company access to the premises at all reasonable times for the purpose of doing anything which the company is entitled to do under the Agreement.
2. Notify the company forthwith (confirming such notice in writing) of any defect appearing in the installation and shall permit the company to take such steps as it shall consider necessary to remedy such defect.
3. Notify the company forthwith (confirming such notice in writing) of any changes in the installation and / or materials used

COMPANY'S OBLIGATIONS

Subject to due compliance by the Customer of its obligations under the Agreement, the company shall:-

1. Carry out at its own expense any repairs or replacement caused by any faulty materials or workmanship which have been notified to the company within the guarantee period of the installation date.

LIMITS OF COMPANY'S LIABILITY

The company accepts liability in respect of:-

1. Death or personal injury resulting from negligence of the company or its servants or agents when acting in the course of their employment by the company.
2. Breach by the company of any condition of warranty as to the title implied by the Sale of Goods Act, 1979 ('the Act').
3. Breach by the company of any terms as to the conformity with description or sample or as to its quality or fitness for any particular purpose, which may be implied by the Act except where the customer makes or holds himself out as making the Agreement in the course of a business (as defined by the Unfair Contract Terms Act, 1977).

GENERAL

1. If the customer shall commit any breach of the Agreement, including any failure to make any payment on the due date, the company may forthwith terminate the Agreement without prejudice to its rights to recover any sum due by the customer to the company. IF the Agreement shall be terminated by reason of any breach committed by the customer, the customer shall forthwith pay to the company by way of liquidated damages (in addition to any monies then due to the company).
2. On the termination of the Agreement for whatsoever reason, the customer shall permit the company to repossess the Company's Equipment.
3. The company may assign all or any of its rights or obligations under the Agreement and perform any of its obligations through subcontractors or agents.
4. The Agreement supersedes and terminates any antecedent agreements relating to the electrical materials at the premises without prejudice to any liabilities or obligations of either party to the other outstanding upon such termination.