

TERMS AND CONDITIONS

The wording below states the terms and conditions on which Drexler Hooke Limited is prepared to provide design and installation technology services to you.

1 The meaning of some words used in these terms and conditions

Materials means any materials, goods, parts or items we need to buy necessarily in order to perform the Services. The Materials we will be providing to you are stated in the Order Form

Premises means the place where we will provide the Services;

Services means quotation, design and installation technology services we will provide at the Premises. The precise Services we will be providing to you are stated in the Order Form;

1.1 'We', 'us' or 'our' refer to Drexler Hooke Limited under Company Number 11919217 and whose registered address is 47 The Greenway, Uxbridge, Middlesex, England, UB8 2PJ; and

1.2 'You' or 'your' refer to a reference to the person to whom we are providing our Services and who is required to pay for the Services we provide.

2 Entering into a legally binding contract

2.1 A contract between you and us comes into being when you agree to the supply of the Services as set out in the Order Form and pay the deposit.

2.2 We suggest that before you sign the Order Form that you read through these terms and conditions. If you have any questions concerning them please ask us.

2.3 You should keep a copy of these terms and conditions for your records.

3 Standard of providing the Services

3.1 Once we and you have entered into a legally binding contract we will normally start providing the Services to you by the time or within the period which you and we agree. Occasionally the Services will be provided at some other date or time or be dependent on a number of factors.

3.2 The design and installation services that we normally provide are divided into a number of distinct stages:

3.2.1 we will carry out a technical survey of your Premises;

3.2.2 we carry out the installation and other related work; and

3.2.3 we clean up after the work we have carried out.

3.3 We will provide you with the Services:

3.3.1 using reasonable care and skill;

3.3.2 that comply with commonly accepted installation practices;

3.3.3 in compliance with the codes of practice of the Custom Electronic Design & Installation Association.



4 Survey

4.1 The Services require that we carry out a survey then the Order Form will:

- 4.1.1 indicate the specific Services that are to be performed can be planned and specified;
- 4.1.2 provide a description of the items to be installed at the Premises (including description of names, models and serial numbers);
- 4.1.3 provide a technical specification as to how the Services are to be performed (including sizing and measuring) and any Materials to be supplied.

4.2 The survey will normally be carried out

- 4.2.1 within 7 days of you and us entering into this contract; or
- 4.2.2 as soon as possible after the date we and you enter into this contract if you cannot make an appointment until more than 7 days have passed after the contract has been entered into.

4.3 In most cases after we have carried out the survey we will prepare the Order Form setting out the details determined and investigated under clause 4.1. The report will be provided to you for your comment and you and we will normally meet to discuss its contents and make any necessary amendments (for example to correct any factual errors).

5 Days and times when we normally provide the Services and performance of Services away from the Premises

5.1 Unless we agree otherwise we will provide the Services on normal working days and start work no earlier than 8.00 am and finish work no later than 4.00 pm. A normal working day for us means Monday to Friday, excluding any bank or other national holidays.

5.2 The performance of some of the Services may take place away from the Premises. For example, we may be able only to carry out some of the activities in performing the Services other than at your Premises or when you are present.

6 Timing

6.1 Our responsibility to perform the Services by particular dates and times

We aim to carry out the Services by the dates and times we either agree with you or notify to you. But we cannot guarantee or provide a firm commitment that:

- 6.1.1 we will start performing the Services by a specified date or time; or
- 6.1.2 we will complete the performance of all the Services by any specified date or time; or
- 6.1.3 the performance of any individual part of the Services will be completed by a specified date or time.

6.2 Right to cancel

- 6.2.1 You have the right to cancel this contract within 14 days without giving any reason.
- 6.2.2 The cancellation period will expire after 14 days from the day of the conclusion of the contract.
- 6.2.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement in writing (eg a letter sent by post, fax or email).
- 6.2.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 6.2.5 We will wait until the 14-day cancellation period in this clause 6 is over before we start to carry out the services, unless:
 - a. you want us to carry out the Services and/or supply the Materials during the 14-day cancellation period;
 - b. we have agreed to do so; and
 - c. you have signed the Order Form agreeing to commence within the 14-day period and given it to our representative (the Order Form will form part of this contract).



6.3 Situations or events outside our reasonable control

6.3.1 In addition, there are certain situations or events which occur which are not within our reasonable control (some examples are given in the next numbered clause). Where one of these occurs we will normally attempt to recommence performing the Services as soon the situation which has stopped us performing the Services has been resolved. In such circumstances there may be a delay (sometimes a substantial delay) before we can start or continue performing the Services.

6.3.2 The following are examples of events or situations which are not within in our reasonable control:

- (a) where weather conditions make it impossible or unsafe for us to perform any of the Services;
- (b) if Materials that are ordered are not delivered on the date or time agreed with the supplier of the Materials (and it is not possible to obtain a replacement from an alternative supplier at all or within a reasonable amount of time, or the price charged by the alternative supplier is excessively higher than by the original supplier);
- (c) where you make a change in the Services you wish us to perform (and this results in, for example, us having to do further work or wait for new or different Materials);
- (d) where we have to wait for other providers of services (who have been engaged by you) to complete their work before we are able to perform the Services (or the relevant part of the Services dependent on the other provider if ordered at short notice);
- (e) where we are unable to gain access to the Premises to carry out the Services at the times and dates we have agreed with you;
- (f) where the areas in the Premises have not be readied by you as we and you have agreed in order for us to perform the Services; and
- (g) for other some unforeseen or unavoidable event or situation which is beyond our control.

6.3.3 If the delay in us recommencing performing the Services will be excessive then we will offer you the option of either:

- (a) continuing to wait until we are able to recommence performing the Services. If you are required to make any payments during this period (for example if we and you have agreed that you will pay us in staged amounts) then we will not require you to make any of the payments required until we are able to recommence performing the Services; or
- (b) allowing you cancel the contract. If you choose this option then you will only have to pay for any Services we have performed up to the date of cancellation and for any Materials for which we have a legal obligation to pay. If you have made payment(s) to us in excess of the amount of Services we have performed or Materials we have purchased, we will return the difference to you within 14 days of cancellation.

7 Things you will need to do or should do

7.1 You should remove any items (you are able to remove) from the areas in the Premises where we will be performing the Services by the date or time when we are due to start performing the Services.

7.2 We suggest that you cover any items, furniture or fixtures or fittings which you will not be moving from the areas at the Premises where we will be working in order to protect them from dust or dirt.

7.3 You will allow us to gain access to the Premises at the dates and times we and you agree when we will perform the Services.

7.4 You will obtain all necessary consents, permissions and approvals before we start performing the Services. For example,

7.4.1 if the Services we are to perform require planning permission, you will have obtained that permission (and have the appropriate documentation available for our inspection if we wish to look at it) before we start the Services; and/or

7.4.2 if you are a tenant, you will have obtained the permission or consent of your landlord and you will have the permission or consent in writing.

7.5 During the all the times we are providing the Services you will:

7.5.1 allow us to use electricity from normal 220/240 volt 3-pin sockets;

7.5.2 allow us access to appropriate welfare facilities;

7.5.3 allow us to leave our tools and Materials at the Premises at times when we are not performing the Services; and

7.5.4 provide us with means to access and leave the Premises;



8 Some restrictions and assumptions

8.1 We will assume that all information, measurements and facts that you provide are accurate and true. We will not accept liability for any loss or damage caused where we reasonably perform our Services in reliance on these. We will be responsible for any measurements we make or provide.

8.2 We do not provide structural surveys or offer or provide opinions or advice structural or other building related matters. If you need such survey, advice etc please consult a chartered or other professionally qualified surveyor.

9 Price and payment

9.1 We normally charge for our Services on a time basis. We charge for each 30 minutes we spend in providing our Services. Our rates for performing the Services are set out in the Order Form and published on our website.

The following is an example of how our charging structure works: If we complete performing the Services within 50 minutes where the charging period is 30 minutes we will charge for 2 x 30-minute periods. If we go over into another 30-minute period by a few minutes, at our discretion, we may charge up to the last period completed.

9.2 There can be times when we may need to charge you a higher amount than stated in the Order Form. This can occur for a number of reasons, in particular where:

9.2.1 what you require us to do changes, or the amount of work or Services you require us to provide increases or is different to what we and you agreed before started performing the Services and as stated in the Order Form; or

9.2.2 when we start performing the Services it becomes apparent that the amount of Services we will need to perform or the type of work that is involved is different to what we agreed before we started performing the Service and which we could not reasonably foresee this before we started performing the Services; or

9.2.3 when Materials are unavailable and substitute goods or materials are purchased to perform the Services.

9.3 Where the amount of work involved is greater than that stated in an estimate (as set out in clause 0) then following will happen:

9.3.1 we will not continue performing the Services and we will seek your written approval to the extra amount that you will need to pay, unless:

(i) it is not possible to contact you within a reasonable time, or

(ii) it is not safe not to carry out and finish performing the Services (for example, your goods or premises may be left in a dangerous condition or unprotected from theft if the Services are not completed).

9.4 When payment is required

Payment for our Services and the Materials are normally in a number of staged payments as set out in the Order Form, often involving:

(a) the payment of a non-refundable deposit for the design fee; and

(b) the payment of the remaining amount we will be charging you in a number of fixed payments paid at regular periods.

9.5 VAT

All amounts stated (whether orally or in writing) are exclusive of VAT, which will be added at the rate currently in force.

9.6 Late payment

You need to pay any amounts due at the time we provide to you a bill for those amounts (or where we need to purchase Materials in order to perform the Services at short notice or deal with an emergency, then without a bill). If you fail to pay any amount due to us at the time it is due then we may:



9.6.1 charge you interest (at [Barclay Bank plc's base interest rate plus 3% on any outstanding amounts if those outstanding amounts remain unpaid for more than 7 days from the date of our invoice or when we asked you first to pay them; and/or

9.6.2 we may suspend performing the Services until you make payment.

9.7 Refusal of payment

You will not refuse to pay any amount owing to us where there is only a minor or inconsequential defect or error in the performance of the Services. You will be entitled only to refuse to pay no more than a proportionate amount of any amount due.

10 Materials

10.1 Where we purchase Materials we suggest that you examine them as soon as you reasonably can after delivery and/or installation.

10.2 We will not in breach of our obligations to provide you with goods which are of satisfactory quality, or comply with any description or that are fit for their purpose where there is an inherent imperfection or variation caused by or due their making or manufacture or construction.

10.3 Any Materials we purchase or use will be of satisfactory quality and fit for the purpose of being used.

10.4 If specified in the Order Form or as agreed by you and us we will purchase materials and goods for use in providing the Services and they will come within clause 10.3.

10.5 Until we receive full payment for the Materials we shall own the Materials.

10.6 If you wish to supply any materials or goods, then we will not be liable as regards whether they are of satisfactory quality or fit for the purpose to which they are to be used.

10.7 If the amount of Materials we use is less than the amount we specified (or you and we agreed that we would supply), on completion of the Services we will leave the excess Materials at the Premises. If you wish us to remove these excess Materials please let us know. We will need at least ten working days before the date of the completion of the Services if we are to remove them.

10.8 In the following circumstances we may need to charge for the time we take (including travel time) to purchase Materials:

10.8.1 we have not provided an estimate and cannot reasonably establish what Materials are necessary until we start performing the Services; or

10.8.2 where we have provided an estimate, it may not have been reasonably possible to establish the need for particular Materials at the time we provided the estimate. The need for the particular Materials may only be revealed when we start performing the Services; or

10.8.3 whether or not we have provided an estimate, the condition of an item or the area which is the subject of the Services may only become apparent when we start performing the Services and it was not reasonably possible to establish it until that point.

In such cases we may need to purchase Materials. If the Materials are available from a local supplier then we will normally wish to travel to that supplier and purchase the Materials and return to continue performing the Services. We will normally charge for the travel time at our normal charging rate. If the Materials are not available from a local supplier we normally order the Materials and return on another occasion to continue to perform the Services. In such circumstances we will normally charge for the time spent in making telephone calls to suppliers or our office to locate the required Materials.

We will not charge you for any time spent in obtaining Materials if we have brought or ordered the wrong Materials.

11 Deviations from what we have agreed to do for you

In limited circumstances we will need to provide different or no Services to you. This will be usually where the following occurs:

11.1 an issue or problem becomes apparent or is revealed when we start performing the Services which we could not have reasonably foreseen at the time we provided the estimate or survey and means that it is not safe for us to continue working; or



- 11.2 we are instructed or informed that the Services we are performing are not in accordance with statutory or regulatory requirements or are in breach of planning consents or environmental or conservation requirements.
- 12 Cancellation by you
- 12.1 Once we and you enter into a binding contract you will normally not be able to cancel the contract, except where we agree or as otherwise provided for in this contract.
- 12.2 If we agree to cancel then you will be responsible for the cost of:
- 12.2.1 any of our time in performing the Services up to the date we stop providing the Services;
- 12.2.2 any Materials we are contractually committed to buying up to the date of termination (whether or not we need to pay for them before or after the date the contract between us and you is cancelled). Any Materials we have purchased (but not used in performing the Services) will be delivered to you.
- 12.3 In the circumstances stated in clause 12.2 we will first deduct the amounts for which you are responsible from any payments you have paid. Any remaining payment will be returned to you. If the amount owing is greater than the payment we will return invoice you for the amount in excess of the deposit.
- 12.4 If you:
- 12.4.1 purport to cancel the contract; or
- 12.4.2 give notice purporting to cancel; or
- 12.4.3 otherwise do not fulfil your obligations (such as by not paying any sums due to be paid to us) in a way which amounts to you cancelling the contract,
- we do not have to accept your cancellation except as provided in clause 12.2 or as otherwise provided for in this contract. However, we may choose to accept cancellation, and if we choose to do so you will be required to pay to us a reasonable amount for the losses and costs (including loss of profit) we have suffered. If you have made a payment, this will be retained and if our reasonable losses and costs (including loss of profit) are greater than the deposit we have retained we will require you to pay for our losses and costs in excess of the deposit retained.
- 13 Limitation and exclusion of liability
- 13.1 Where we cause damage to the Premises which necessarily results from the negligent performance of the Services then we will carry out such work as is necessary to rectify the damage. The work carried out in this circumstance will be so that the damaged areas will be ready for decoration or plastering.
- 13.2 Where the damage is caused by the performance of the Services and where the damage is an unavoidable part of performing the Services, then we will either rectify the damage or offer a sum by way of compensation.
- 13.3 If we are required to provide Services which involve working with, adding to, changing, or installing, goods or installations then we expect that goods or installations in place at the Premises will be in good working order or in good condition. We will not be liable or responsible for damage to such installations caused during the performance of our Services, except where any damage is the result of the negligent performance of the Services.
- 13.4 We will compensate you for any loss or damage you may suffer if we fail to carry out duties imposed on us by law (including if we cause death or personal injury to you by our negligence) unless that failure is attributable to:
- 13.4.1 your own fault;
- 13.4.2 a third party unconnected with the provision of Services under this contract; or
- 13.4.3 events which we could not have foreseen or forestalled even if we had taken all reasonable care or performed the Services with all reasonable care.
- 14 Amendments to the contract terms and conditions
- We will have the right to amend the terms and conditions of this contract where:
- 14.1 we need to do so in order to comply with changes in the law or regulatory reasons;



14.2 we are changing the rates we charge for the provision of Services as set out in clause 9; or

14.3 we need correct any errors or omissions (and the right includes the right to change any of the documentation which forms part of the contract), as long as such correction is minor and does not materially affect the contract.

Where we are making any amendment we will give you 7 days' notice (unless the contract is terminated before that period).

15 Sub-contracting

We may sub-contract or delegate some or all of the performance of the Services but we will still continue to be responsible for the performance of the Services and our obligations under this contract.

16 Intellectual Property

The copyright database right and all other intellectual property rights in all plans, designs and artwork drawn up by us as part of the Services shall belong to us.

17 Data protection

We are committed to your privacy and will always be transparent with how we store and use your data. Please refer to our Privacy Policy on our website at solutions@drexlerhooke.co.uk <https://www.drexlerhooke.co.uk>

18 Contacting each other

If you wish to us send any notice or letter then it needs to be sent to 33 The Mall, Ealing, W5 3TJ and should be marked for the attention of the Managing Director. If we wish to send you a letter or notice we will use the address you have given in the Order Form.

19 Contracts (Rights of Third Parties) Act 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

20 Law and jurisdiction

This contract shall be governed and construed by English Law and you and we agree to submit to the jurisdiction of the courts of England and Wales.