

## 24-7 Group Standard Terms & Conditions



Registered Office: Craven House  
4 Britannia Road, Sale, Cheshire,  
United Kingdom, M33 2AA

Telephone: (0161) 8202047  
Website: [www.24-7group.co.uk](http://www.24-7group.co.uk)  
Email: [mail@24-7group.co.uk](mailto:mail@24-7group.co.uk)

Registered in England Number: 07559639  
VAT Registered Number: 115112177

### 1. Definitions & Interpretation

1.1 In these Standard Terms & Conditions, the following terms shall have the following meanings unless the context otherwise requires:

24-7 Group	means 24-7 Electrical Limited t/a 24-7 Group.
Company	means the company, organisation or individual to whom the Quotation is addressed.
Contract	means the contract between 24-7 Group and the Company for the carrying out of the Works, which shall incorporate the Quotation and any documents referred to therein and shall be subject to these Standard Terms & Conditions.
Contract Sum	means the sum payable to 24-7 Group by the Company for carrying out the Works.
Quotation	means the quotation issued by 24-7 Group to the Company.
Site	means the location where the Works are to be carried out.
Works	means the works to be carried out by 24-7 Group.

1.2 In these Standard Terms & Conditions, unless expressly stated otherwise or unless the context otherwise requires:

- 1.2.1 any term importing gender includes any gender, and any term importing the singular includes the plural and vice versa;
- 1.2.2 any reference to a clause is a reference to a clause of these Standard Terms & Conditions;
- 1.2.3 the words "include" or "including" shall be construed without limitation;
- 1.2.4 a reference to any enactment, statutory provision or subordinate legislation is a reference to such enactment, statutory provision or subordinate legislation as modified, re-enacted, replaced or extended from time to time, and a reference to an enactment or statutory provision includes reference to any subordinate legislation made under the enactment or statutory provision; and
- 1.2.5 clause headings are for reference only and do not form part of or affect the interpretation of these Standard Terms & Conditions.

### 2. Contract Formation

- 2.1 The Quotation provided by 24-7 Group shall, unless otherwise stated therein, remain open for acceptance for a period of 1 month from the date thereof.
- 2.2 A request from the Company for 24-7 Group to commence the Works shall constitute acceptance by the Company of these Standard Terms & Conditions.
- 2.3 Any terms and conditions contained in any document provided or submitted by the Company shall not apply as between the parties unless specifically agreed in writing by 24-7 Group.

### 3. 24-7 Group's Obligations

- 3.1 24-7 Group warrants that:
  - 3.1.1 it shall carry out and complete the Works with due diligence and in a good and workmanlike manner;
  - 3.1.2 it shall provide goods and materials which are of a satisfactory quality and appropriate for use in the Works;

- 3.1.3 it shall not use or permit to be used in the Works any materials which by their nature or application contravene any British Standard or EU equivalent, or which are generally considered to be deleterious within the building design professions;
- 3.1.4 it shall keep the Site clear from rubbish, waste and debris;
- 3.1.5 it shall, where required to do so, fully comply with the Construction (Design and Management) Regulations 2015 and all other current legislation relating to health and safety;
- 3.1.6 it shall treat as confidential all information relating to the Works, save as may be necessary for the performance of the Works or as the Company may otherwise allow in writing; and
- 3.1.7 insofar as 24-7 Group is responsible for the design of the Works or any part thereof, there has been exercised and will be exercised the skill and care reasonably to be expected of duly qualified and experienced designers undertaking the design of works similar in scope and character to the Works or such part of the Works.
- 3.2 24-7 Group may at its sole discretion use sub-contractors to complete the Works.
- 3.3 24-7 Group shall not be required to carry out any instruction issued by the Company unless and until that instruction is confirmed to 24-7 Group in writing.
- 3.4 Where the Company requires 24-7 Group to provide a collateral warranty to a third party, 24-7 Group shall provide such warranty provided always that the terms of the warranty are agreed to and accepted by 24-7 Group and that 24-7 Group shall not be required to provide more than 3 collateral warranties in total.
- 3.5 If 24-7 Group becomes aware of any discrepancy, error or divergence in or between any detail, drawing, specification, quantity, document, instruction or data relating to the Works, it shall notify the Company and the Company shall issue instructions in that regard.

#### **4. The Company's Obligations**

- 4.1 The Company shall provide 24-7 Group, its servants, employees and agents with full access to the Site, as required by 24-7 Group.
- 4.2 The Company shall provide 24-7 Group with all relevant information necessary to carry out the Works in a timely manner and shall issue all instructions to 24-7 Group in writing.
- 4.3 The Company shall not hinder or prevent 24-7 Group from performing the Works.

#### **5. Commencement, Progress & Completion**

- 5.1 The Company shall specify in writing the date on which the Works are to commence.
- 5.2 24-7 Group and the Company shall agree a date/dates by or a period/periods within which the Works are to be completed. 24-7 Group shall endeavour to complete the Works by the date(s) or within the period(s) agreed. If no date(s) or period(s) for completion is agreed, 24-7 Group shall complete the Works within a reasonable time.
- 5.3 In the absence of any instructions from the Company, 24-7 Group shall progress the Works in a sequence and manner which it thinks fit. It is the Company's responsibility to ensure that it notifies 24-7 Group of the requirements of any programme for the Works (including phasing or key completion dates), and any changes or revisions thereto.
- 5.4 24-7 Group shall confirm the date of practical completion of the Works to the Company in writing.

#### **6. Attendances**

- 6.1 Unless expressly agreed otherwise in writing, the Company shall be responsible for providing and maintaining at its own cost:
  - 6.1.1 Site welfare facilities, including but not limited to toilets, canteens and washing and drying facilities;
  - 6.1.2 suitable supplies of water, light, power and heating as necessary, and readily accessible connection points to the same; and
  - 6.1.3 safe and dry storage space adjacent to the Worksand 24-7 Group, its servants, employees and agents shall be entitled to use the same in the carrying out of the Works.
- 6.2 Subject to clause 6.1, and unless otherwise agreed in writing, 24-7 Group shall provide all materials, goods, labour, plant, equipment and transport necessary to carry out and complete the Works.

## **7. Site Conditions**

- 7.1 It shall be the Company's responsibility to make all necessary inspections, investigations and surveys as to ground conditions, drainage and services and to ensure that the Site will be fit for the Works to be carried out.
- 7.2 24-7 Group shall bear no responsibility whatsoever for the adequacy or suitability of the existing ground conditions of the Site or any adjoining property unless 24-7 Group has expressly agreed to do so in writing.

## **8. Variations & Dayworks**

- 8.1 No variation to the Works shall be effective, and 24-7 Group shall not be required to carry out any variation, unless it is agreed in writing, signed by both parties, and the value of the variation is agreed between the parties with reference to the rates and prices set out in the Quotation.
- 8.2 Signature of daywork sheets by the Company shall constitute acceptance by the Company of the hours and rates detailed within those sheets.
- 8.3 The agreed value of all variations and the cost of all dayworks shall be paid by the Company in accordance with the provisions of clause 13.

## **9. Extension of Time**

- 9.1 If the Company has specified a date(s) or period(s) for completion of the Works and 24-7 Group has been or is likely to be delayed in completing the Works by such date(s) or within such period(s) due to:
- 9.1.1 any variation to the Works;
  - 9.1.2 any default or breach of the Contract by the Company;
  - 9.1.3 adverse weather conditions;
  - 9.1.4 suspension by 24-7 Group pursuant to clause 14; or
  - 9.1.5 any other matter beyond 24-7 Group's reasonable control
- 24-7 Group shall within a reasonable time thereafter give written notice to the Company detailing the delay(s) and the anticipated effects thereof.
- 10.2 The Company and 24-7 Group shall agree on a reasonable extension of time for the completion of the Works.

## **10. Loss and Expense**

- 10.1 If the progress of the Works is affected by:
- 10.1.1 access to the Site being impeded;
  - 10.1.2 any variation to the Works;
  - 10.1.3 any default or breach of the Contract by the Company;
  - 10.1.4 adverse weather conditions;
  - 10.1.5 any other matter beyond 24-7 Group's reasonable control
- 24-7 Group shall within a reasonable time thereafter give written notice to the Company detailing the matter(s) affecting the progress of the Works and the loss and/or expense 24-7 Group has incurred. The Company and 24-7 Group shall agree on a reasonable amount of loss and/or expense to be paid to 24-7 Group.

## **11. Title in Goods & Materials**

- 11.1 The risk in all goods and materials intended for inclusion in the Works shall pass to the Company upon delivery to the Site.
- 11.2 Notwithstanding the passing of risk, the property in all goods and materials shall only pass to the Company when payment for the same is received in full by 24-7 Group.

## **12. Insurance**

- 12.1 24-7 Group shall have no responsibility for loss or damage to the Works, the Site or materials and goods on Site. It shall be the Company's responsibility to obtain a policy of insurance to cover the risk of loss or damage to the Works, the Site and materials and goods on Site.
- 12.2 24-7 Group warrants that there is in force a policy of insurance to cover 24-7 Group's liability in respect of personal injury, death and injury or damage to property arising out of, in the course of or in connection with the carrying out of the Works by 24-7 Group.
- 12.3 Insofar as 24-7 Group is responsible for the design of the Works or any part thereof, 24-7 Group shall exercise reasonable endeavours to hold and maintain professional indemnity insurance at all

times until 6 years after the date of practical completion of the Works, provided always that such insurance is available at commercially reasonable rates.

- 12.4 When reasonably required to do so by the Company, 24-7 Group shall provide documentary evidence that the policies of insurance specified in this clause 12 are being maintained.

### **13. Payment**

- 13.1 The Contract Sum is not a fixed price and if after the date of the Quotation there is any increase in the cost of labour or materials, the Contract Sum may be increased by an equivalent amount. The Contract Sum shall be exclusive of VAT.
- 13.2 Interim payments shall become due on the 1<sup>st</sup> day of each calendar month following the month in which the Works commence and at the end of each subsequent month. The final date for payment of each interim payment shall be 28 days after the due date.
- 13.3 The final interim payment payable under the Contract shall become due 1 month after the date of practical completion of the Works. The final date for payment of the final interim payment shall be 28 days after the date such payment became due instead.
- 13.4 Not later than 5 days after each payment due date, 24-7 Group shall give a written notice to the Company specifying the sum 24-7 Group considers to be or have been due at the payment due date and the basis on which that sum is calculated ("Payee's Notice").
- 13.5 The Company shall make payment of the sum specified in each Payee's Notice on or before the relevant final date for payment.
- 13.6 If the Company wishes to pay less than the sum set out in any Payee's Notice, the Company shall, not later than 5 days before the relevant final date for payment, issue a written notice to 24-7 Group specifying the sum the Company considers to be due at the date the notice is given and the basis on which that sum is calculated (the "Pay Less Notice").
- 13.7 Retention monies shall be withheld at a rate of 3% of the gross value of the Works. The first half of the retention shall be due for release at the date of practical completion of the Works. The second half of the retention shall be due for release 12 months after the date of practical completion of the Works. The final date for payment of each half of the retention shall be 28 days after the relevant due date. Not later than 5 days after each half of the retention becomes due, 24-7 Group shall issue a Payee's Notice in accordance with clause 13.4.
- 13.8 In the event of the Company failing to pay any sum properly due to 24-7 Group by the final date for payment, 24-7 Group shall be entitled to charge interest on such overdue sum at the rate of 5% per annum above the official interest rate of the Bank of England.

### **14. Suspension**

- 14.1 If any sum properly due under the Contract is not paid by the Company by the relevant final date for payment, 24-7 Group may give 7 days' notice of its intention to suspend performance of any or all of its obligations under the Contract, specifying the grounds for suspension. Should the Company fail to pay the sum due after the expiry of the 7 day notice period, 24-7 Group may suspend the performance of any or all of its obligations under the Contract, in which case 24-7 Group shall be entitled to recover from the Company a reasonable amount in respect of costs and expenses it reasonably incurs as a result of the exercise of that right.

### **15. Defects**

- 15.1 If the Company alleges that there is any defect in the Works, it must notify 24-7 Group in writing within 12 months of the date of practical completion of the Works and if 24-7 Group agrees that there is a defect in the Works 24-7 Group shall rectify the same within a reasonable time thereafter. The Company shall provide 24-7 Group, its servants, employees and agents with full access to the Site, as required by 24-7 Group, to review alleged defects and rectify agreed defects.
- 15.2 The Company shall have no right or remedy against 24-7 Group in respect of any alleged defect, whether arising during the 12 month period referred to in clause 15.1 or otherwise, unless the Company has given written notice of the defect to 24-7 Group as soon as the alleged defect became apparent and provided 24-7 Group with the opportunity to remedy the alleged defect in the first instance.
- 15.3 24-7 Group offers no warranty whatsoever in respect of goods or materials incorporated into the Works, save for any warranty or guarantee given by the manufacturer of such goods or materials.
- 15.4 24-7 Group offers no warranty whatsoever that any goods, materials or workmanship will be suitable for any particular purpose or meet any particular performance specification or requirement, notwithstanding that such purpose or condition may be known or made known to 24-7 Group.

## **16. Liability**

- 16.1 24-7 Group's total and aggregate liability to the Company in respect of all matters arising out of, under or in connection with the Contract, including (without limitation) any breach of 24-7 Group's obligations under the Contract, whether arising in contract, tort, statute, strict liability or otherwise, shall not exceed the Contract Sum.
- 16.2 24-7 Group shall have no liability whatsoever to the Company arising out of, under or in connection with the Contract for loss of actual and/or anticipated profits and/or overheads, loss of contracts with any third party, liquidated damages payable to a third party by the Company, costs of attempted mitigation and indirect, special, incidental and/or consequential losses or damages.
- 16.3 No claims or proceedings arising out of or in connection with the Contract and/or the Works shall be brought against 24-7 Group after the expiry of 6 years following the date of practical completion of the Works.
- 16.4 Nothing in this clause 16 shall exclude or limit 24-7 Group's liability for death or personal injury caused by 24-7 Group's negligence or for any other matter in respect of which the law provides that liability may not be excluded or limited.

## **17. Termination**

- 17.1 Either party shall be entitled to terminate the Contract forthwith upon written notice if:
  - 17.1.1 the other party commits a breach of any of the provisions of the Contract and fails to remedy the same within 30 days after receipt from the party not in breach of a written notice giving full particulars of the breach required to be remedied; or
  - 17.1.2 the other party becomes insolvent as defined in sections 113(2) to 113(5) of the Housing Grants, Construction and Regeneration Act 1996 (as amended).
- 17.2 Where 24-7 Group terminates the Contract, 24-7 Group shall be entitled to be paid the value of the Works carried out to date (less any sums already paid), its reasonable demobilisation costs and a reasonable sum in respect of loss of profit.
- 17.3 Where the Company terminates the Contract, 24-7 Group shall be entitled to be paid the value of the Works carried out to date (less any sums already paid).

## **18. Force Majeure**

- 18.1 24-7 Group shall have no liability or responsibility to the Company for any failure to fulfill its obligations under the Contract if such failure is caused by any occurrence beyond the responsibility and reasonable control of 24-7 Group, including any act of war, rebellion, revolution, military power or terrorism; radioactive contamination; fire; government restrictions and any weather event or natural disaster which is shown to occur on average less frequently than once every 10 years in the UK when compared with publicly available records
- 18.2 If an occurrence of the type referred to in clause 18.1 continues for a period of 3 months, either party may determine the Contract by service of a written notice, in which case 24-7 Group shall be entitled to be paid the value of the Works carried out to date (less any sums already paid).
- 18.3 Each party shall bear its own costs and losses arising out of an occurrence of the type referred to in clause 18.1.

## **19. Entire Agreement**

- 19.1 The Contract constitutes the entire agreement and understanding between the parties in relation to the Works and supersedes all previous agreements (whether written or oral) between the parties relating to the Works. Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any written or oral statement, representation, misrepresentation, assurance or warranty (whether made negligently or innocently, and whether express or implied) other than as expressly set out in the Contract. Nothing in this clause 19.1 shall limit or exclude any liability for fraud or for fraudulent misrepresentation.

## **20. Notices**

- 20.1 Any Payee's Notice or Pay Less Notice to be given in accordance with the Contract shall be delivered by hand, sent by first class post or sent by email. Any other notice to be given under the Contract shall be sent by first class post or recorded delivery or delivered by hand.
- 20.2 Notices delivered by hand shall be deemed to be received on the working day on which they were delivered, or if the notice was not delivered on a working day, on the next working day after the date of delivery. Notices sent by first class post or recorded delivery shall be deemed to be received

on the second working day after the date of posting. Notices sent by email shall be deemed to be received on the same working day that the email is sent. If the email is sent after 5:00pm or not on a working day, the notice shall be deemed to be received on the next working day.

**21. Third Party Rights**

21.1 The Contract is not intended to confer any rights on any third party, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

**22. Waiver**

22.1 No failure or delay on the part of either party to exercise any right or remedy under the Contract shall be construed or operate as a waiver, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.

**23. Bribery Act and Modern Slavery Act**

23.1 Each party shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery, anti-corruption and anti-slavery including, but not limited to, the Bribery Act 2010 and the Modern Slavery Act 2015.

**24. Severance**

24.1 If any provision of the Contract is held by a court or other relevant tribunal to be invalid or unenforceable it shall be severable and shall be deemed omitted from the Contract to the extent necessary to prevent such invalidity or unenforceability and the remaining provisions shall continue to have full effect.

**25. Disputes**

25.1 If any dispute or difference arises between 24-7 Group and the Company under or in relation to the Contract, either party may give written notice at any time of its intention to refer the dispute to adjudication. Any adjudication shall be governed by the Scheme for Construction Contracts (England & Wales) Regulations 1998 (as amended). The adjudicator nominating body shall be the Royal Institution of Chartered Surveyors.

25.2 The Contract shall be governed by English law and the English courts shall have jurisdiction with regard to all matters arising under it.