



PRECISE CLIMATE GROUP

Terms and Conditions of Business

Formal Contract

Document	Terms and Conditions of Business
Company	Precise Climate Group
Jurisdiction	England and Wales
Version	Version 1
Effective date	On acceptance or incorporation into contract documentation

This document sets out the standard terms governing the supply of goods and services by Precise Climate Group.

Prepared for issue with proposals, quotations, order acknowledgements and contract packs.

Terms and Conditions of Business

Incorporation note

These Terms and Conditions apply to all quotations, proposals, orders, invoices, supplies of goods and provision of services by Precise Climate Group and are deemed accepted upon order, instruction, payment, delivery or commencement of work.

The clauses below form the contractual terms between Precise Climate Group and the Client.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions, the following words and expressions shall have the following meanings unless the context otherwise requires:

“Business Day” means any day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business.

“Client” means the person, firm, company or other organisation purchasing Goods and/or Services from Precise Climate Group.

“Company” means Precise Climate Group.

“Contract” means the agreement between the Company and the Client for the supply of Goods and/or Services, incorporating these Terms and Conditions together with any Quotation, Proposal, Specification, Order Acknowledgement, invoice, and any other document expressly incorporated by reference.

“Force Majeure Event” means any event or circumstance beyond a party’s reasonable control including, but not limited to, acts of God, flood, fire, storm, epidemic, pandemic, war, riot, civil commotion, terrorist attack, industrial dispute, failure of utilities, interruption of transport, shortage of labour or materials, supplier default, governmental action, change in law, or any other event outside that party’s reasonable control.

“Goods” means any equipment, materials, components, controls, software, parts, accessories or products supplied by the Company.

“Order” means the Client’s request for the Company to supply Goods and/or Services, whether by signed quotation, email acceptance, purchase order, verbal instruction, or any conduct indicating acceptance.

“Proposal” or “Quotation” means the Company’s written offer to supply Goods and/or Services.

“Services” means any work carried out by the Company including, without limitation, design, consultancy, installation, commissioning, testing, maintenance, servicing, inspection, repair, call-out attendance, technical support and associated works.

“Specification” means any written description, technical schedule, scope of works, drawing, plan, proposal, website description or catalogue reference relating to the Goods and/or Services.

1.2 Headings are for convenience only and do not affect interpretation.

1.3 Words importing the singular shall include the plural and vice versa.

1.4 References to legislation shall include any amendment, replacement or re-enactment of that legislation from time to time.

2. APPLICATION OF THESE TERMS

2.1 These Terms and Conditions apply to all Contracts between the Company and the Client and shall prevail over any terms or conditions submitted or referred to by the Client, whether in a purchase order or otherwise, unless expressly agreed in writing by the Company.

2.2 No variation to these Terms and Conditions shall be binding unless agreed in writing by the Company.

2.3 Any description of Goods or Services in brochures, catalogues, price lists, marketing materials or on the Company’s website is for general guidance only and does not form part of the Contract unless expressly incorporated in writing.

3. FORMATION OF CONTRACT AND ACCEPTANCE

3.1 A Contract shall come into existence on the earliest of:

- (a) the Client accepting a Quotation or Proposal in writing;
- (b) the Client issuing a purchase order following receipt of a Quotation or Proposal;
- (c) the Company issuing written confirmation of the Order;
- (d) the Client instructing the Company to commence work; or
- (e) the Company commencing delivery of Goods or provision of Services.

3.2 The Client shall be deemed to have accepted these Terms and Conditions if it:

- (a) signs or accepts a Quotation or Proposal;
- (b) issues an Order after receiving these Terms and Conditions;
- (c) makes payment of any deposit or invoice issued by the Company;
- (d) accepts delivery of Goods; or
- (e) allows the Company to commence the Services.

3.3 For online or electronic transactions, acceptance may be evidenced by electronic signature, online acknowledgment, click acceptance, account registration, submission of an order, or continued use of the Company's online systems.

4. SCOPE OF GOODS AND SERVICES

4.1 The Company shall supply the Goods and/or Services described in the applicable Quotation, Proposal, Specification, Order Acknowledgement or invoice.

4.2 The scope of supply includes only those items, works and obligations expressly stated in the Company's written documents.

4.3 Unless expressly stated otherwise, the following are excluded from the Contract price:

- (a) builder's works;
- (b) structural alterations;
- (c) asbestos surveys, testing or removal;
- (d) electrical upgrades by third parties;
- (e) specialist lifting equipment or scaffolding;
- (f) planning permissions, licences or landlord approvals;
- (g) making good or redecorating beyond normal installation finishing;
- (h) third-party software licences or subscriptions not expressly included; and
- (i) any third-party costs not specifically stated as included.

4.4 Any variation to the agreed scope, including additional work, amendments, changes to specification, out-of-hours work, or return visits beyond the original scope, shall be chargeable in addition to the Contract price.

4.5 The Company reserves the right to make reasonable changes to Goods or Services where necessary to comply with legal, health and safety, or regulatory requirements, or where supplier or technical requirements reasonably require such changes, provided the overall function is not materially reduced.

5. QUOTATIONS AND ORDERS

5.1 Quotations and Proposals are valid for 30 days from the date of issue unless otherwise stated in writing.

5.2 All Quotations and Proposals are subject to site conditions, availability of labour and materials, and any assumptions expressly stated by the Company.

5.3 The Company reserves the right to revise any Quotation or Proposal before acceptance if:

- (a) site conditions differ from those anticipated;
- (b) the Client's requirements change;
- (c) labour, materials, transport or supplier costs increase;
- (d) additional work is required to complete the project properly; or
- (e) information supplied by the Client is incomplete or inaccurate.

5.4 The Client is responsible for ensuring that all information it provides to the Company is complete, accurate and up to date.

6. PRICE AND PAYMENT

6.1 The price for the Goods and/or Services shall be the price stated in the Company's Quotation, Proposal, price list, website, or other written confirmation.

6.2 Unless otherwise stated, all prices are exclusive of Value Added Tax, which shall be added at the applicable rate.

6.3 Payment terms are strictly 30 days from the date of invoice.

6.4 The Company may require a deposit, stage payments, payment in advance for bespoke or special-order Goods, or payment on completion, as set out in the relevant Quotation, Proposal or invoice.

6.5 Payment shall be made in cleared funds by bank transfer, direct debit, debit card, credit card, or any other method accepted by the Company.

6.6 Time for payment shall be of the essence.

6.7 If the Client fails to pay any amount due by the due date, then without prejudice to any other right or remedy available to the Company:

- (a) interest shall accrue on the overdue sum at the rate of 8% per annum above the Bank of England base rate, calculated daily from the due date until payment in full, whether before or after judgment;
- (b) the Company may suspend delivery of Goods and/or performance of Services;
- (c) the Company may withhold reports, certificates, warranties, documentation, system access, software access, handover materials or support;
- (d) the Company may withdraw any credit facilities and require payment in advance for future work;
- (e) the Company may cancel any discount previously applied; and
- (f) the Company reserves the right to take legal steps to recover all outstanding debts.

6.8 The Company expressly reserves the right to recover from the Client all costs incurred in recovering overdue sums, including but not limited to legal fees, court fees, debt recovery charges, tracing fees, administrative costs, and enforcement costs, and to add all such costs to the original debt to the fullest extent permitted by law.

6.9 The Client shall not withhold, set off, counterclaim or deduct any amount from any sum due to the Company unless required by law or expressly agreed in writing by the Company.

6.10 Any dispute relating to an invoice must be raised in writing within 7 days of the invoice date, setting out full details of the issue. The undisputed portion of the invoice shall remain payable in accordance with these Terms and Conditions.

7. DELIVERY, PERFORMANCE AND TIMESCALES

7.1 Any dates or times stated for delivery, attendance, completion or performance are estimates only unless expressly confirmed by the Company in writing as fixed dates.

7.2 The Company shall use reasonable endeavours to meet estimated dates but shall not be liable for delay caused by:

- (a) Force Majeure Events;
- (b) supplier or manufacturer delays;
- (c) site access restrictions;
- (d) delays caused by the Client or third parties;
- (e) changes to the scope of works;
- (f) lack of timely instructions, approvals or information;
- (g) hidden defects or unforeseen site conditions; or
- (h) health and safety concerns requiring delay or suspension.

7.3 The Company shall notify the Client as soon as reasonably practicable if it becomes aware of any material delay or issue affecting delivery or performance.

7.4 The Client shall provide the Company with safe and adequate access to the site, utilities, working areas and any relevant facilities necessary for the performance of the Contract.

7.5 The Company may deliver Goods or perform Services in instalments, and each instalment may be invoiced separately.

7.6 Risk in Goods shall pass to the Client upon delivery to the agreed location.

8. TITLE TO GOODS

8.1 Legal and beneficial title to Goods supplied by the Company shall remain with the Company until the Company has received payment in full in cleared funds for:

- (a) those Goods; and
- (b) all other sums due from the Client to the Company on any account.

8.2 Until title passes, the Client shall:

- (a) store the Goods separately and clearly identify them as the property of the Company;
- (b) keep the Goods insured for their full replacement value;
- (c) not remove, alter or obscure any identification marks; and
- (d) not sell, charge, pledge or otherwise encumber the Goods.

8.3 The Company shall have the right, to the extent permitted by law, to enter the Client's premises or any third-party premises where the Goods are stored in order to recover Goods for which payment has not been made in full.

9. CLIENT RESPONSIBILITIES

9.1 The Client shall:

- (a) provide accurate information relating to the site, systems, and requirements;
- (b) ensure that the site is safe, accessible and fit for the Company to carry out the Services;
- (c) provide all necessary instructions, approvals and decisions without delay;
- (d) obtain all permissions, licences, planning approvals, landlord consents and statutory authorisations unless expressly agreed otherwise in writing;
- (e) ensure that the premises are free from hazardous materials unless disclosed in advance;
- (f) provide suitable electrical supply, internet access, water supply and other utilities where required;
- (g) take reasonable steps to protect its own property, data, systems and personnel during the performance of the Contract.

9.2 The Company shall be entitled to charge additional costs for aborted visits, delays, standing time, re-attendance, site downtime, or additional labour incurred as a result of the Client's acts, omissions, inaccurate instructions, or site conditions not previously disclosed.

10. GUARANTEES AND WARRANTIES

10.1 The Company warrants that the Services shall be carried out with reasonable skill and care and in accordance with generally accepted industry standards.

10.2 Unless otherwise agreed in writing, the Company provides a workmanship warranty for a period of 12 months from practical completion of the relevant Services.

10.3 Any Goods supplied by the Company are subject to the benefit of any manufacturer's warranty only, to the extent that such warranty is assignable or available to the Client.

10.4 Where a valid warranty claim is made within the applicable warranty period, the Company shall, at its option, repair, replace or re-perform the defective part of the Goods or Services.

10.5 The warranties in this clause shall not apply where any defect or failure arises from:

- (a) misuse, neglect, accidental damage, vandalism or improper operation;
- (b) normal wear and tear;
- (c) failure to maintain or service equipment properly;
- (d) unauthorised repair, adjustment, interference or modification by any third party;
- (e) damage caused by power supply issues, water ingress, corrosion, contamination or other external causes;

- (f) defects in items supplied or specified by the Client;
- (g) failure to follow the Company's instructions or recommendations.

10.6 Routine maintenance, consumables and periodic servicing are not included within any warranty unless expressly stated otherwise in writing.

10.7 The remedies set out in this clause are the Client's sole and exclusive remedies in respect of warranty claims.

11. LIMITATION OF LIABILITY

11.1 Nothing in these Terms and Conditions shall exclude or limit liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability that cannot lawfully be excluded or limited.

11.2 Subject to clause 11.1, the Company's total aggregate liability arising out of or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, shall not exceed the total amount paid or payable by the Client to the Company under the relevant Contract.

11.3 Subject to clause 11.1, the Company shall not be liable for any:

- (a) indirect loss;
- (b) consequential loss;
- (c) loss of profit;
- (d) loss of revenue;
- (e) loss of business;
- (f) loss of goodwill;
- (g) loss of anticipated savings;
- (h) loss of data;
- (i) business interruption; or
- (j) wasted management or administrative time.

11.4 The Company shall not be liable for any defect, delay, failure or loss arising from:

- (a) inaccurate information supplied by the Client;
- (b) defects in third-party works or third-party equipment;
- (c) inadequate site conditions;
- (d) misuse or lack of maintenance;
- (e) any event outside the reasonable control of the Company.

11.5 The Client acknowledges that the limitations and exclusions contained in this clause are fair and reasonable, having regard to the nature of the Goods and Services and the availability of insurance.

12. TERMINATION AND CANCELLATION

12.1 Either party may terminate the Contract by written notice if the other party:

- (a) commits a material breach of the Contract and, where such breach is capable of remedy, fails to remedy it within 14 days of receiving written notice requiring it to do so; or
- (b) becomes insolvent, enters liquidation, administration, receivership, or makes any composition or arrangement with its creditors.

12.2 The Company may terminate the Contract immediately or suspend performance if:

- (a) the Client fails to pay any invoice by the due date;
- (b) the Client prevents, delays or obstructs performance of the Contract;
- (c) continuing performance would expose the Company to health and safety, regulatory, legal or financial risk.

12.3 If the Client cancels an Order or terminates the Contract for convenience, the Company shall be entitled to recover:

- (a) the value of all work completed up to the date of cancellation;

- (b) the cost of all Goods ordered, manufactured, delivered or allocated to the Contract;
- (c) any supplier cancellation or restocking charges;
- (d) any reasonable demobilisation and administration costs; and
- (e) any loss of profit reasonably attributable to the cancellation, to the extent recoverable at law.

12.4 Termination shall not affect any accrued rights, remedies or obligations existing at the date of termination.

12.5 Clauses relating to payment, liability, confidentiality, intellectual property, dispute resolution and governing law shall survive termination.

13. DISPUTE RESOLUTION

13.1 If any dispute arises in connection with the Contract, the parties shall first attempt in good faith to resolve the matter through negotiation between authorised representatives.

13.2 If the dispute is not resolved within 14 days of written notice of the dispute, either party may invite the other to participate in mediation administered by a mediator agreed between the parties.

13.3 If the dispute is not resolved by negotiation or mediation, either party may commence proceedings in the courts of England and Wales.

13.4 Unless the dispute makes this impossible, both parties shall continue to perform their undisputed obligations during the dispute resolution process.

14. FORCE MAJEURE

14.1 The Company shall not be in breach of Contract nor liable for any delay or failure in performance resulting from a Force Majeure Event.

14.2 If a Force Majeure Event continues for more than 60 days, either party may terminate the affected Contract by written notice.

14.3 Where the Contract is terminated under this clause, the Client shall pay for all Goods supplied and Services performed up to the date of termination.

15. INTELLECTUAL PROPERTY

15.1 All intellectual property rights in or arising from the Company's drawings, designs, proposals, specifications, reports, calculations, software, systems, methods, website content, branding, documentation and other materials shall remain vested in the Company or its licensors.

15.2 The Client is granted a non-exclusive, non-transferable licence to use such materials solely for the purpose for which they were supplied and only after payment in full of all sums due to the Company.

15.3 The Client shall not copy, reproduce, disclose, exploit, modify, distribute or use the Company's intellectual property for any purpose other than that authorised by the Company in writing.

16. CONFIDENTIALITY

16.1 Each party shall keep confidential all confidential information disclosed by or obtained from the other party in connection with the Contract and shall not disclose such information to any third party except:

- (a) to its employees, advisers, insurers, subcontractors or professional representatives who need to know it for the purposes of the Contract and who are under obligations of confidentiality; or
- (b) where disclosure is required by law, court order or regulatory authority.

16.2 Confidential information includes technical, commercial, financial, operational, pricing and business information, customer data, specifications, drawings, quotations and know-how.

16.3 This clause shall survive termination of the Contract for a period of five years.

17. LEGAL COMPLIANCE AND DATA PROTECTION

17.1 Each party shall comply with all laws and regulations applicable to the Contract, including those relating to health and safety, consumer protection, anti-bribery, data protection, electronic commerce and environmental compliance.

17.2 The Company shall process personal data in accordance with applicable data protection laws, including the UK General Data Protection Regulation and the Data Protection Act 2018.

17.3 The Client warrants that it has all necessary rights and lawful bases to provide any personal data or third-party information to the Company in connection with the Contract.

17.4 Where the Company provides online facilities, account access, customer portals or website-based services, use of those facilities may also be subject to any applicable website terms of use, privacy notices, cookie notices and acceptable use policies published by the Company.

17.5 Nothing in these Terms and Conditions shall limit any statutory rights that cannot lawfully be excluded.

18. CHANGES TO TERMS AND PRICE ADJUSTMENTS

18.1 The Company reserves the right to amend these Terms and Conditions from time to time.

18.2 Any revised Terms and Conditions shall apply to future Contracts from the date they are published or notified to the Client.

18.3 No revision shall apply retrospectively to an existing Contract unless agreed in writing by both parties or unless required by law.

18.4 The Company reserves the right to adjust its prices before acceptance of an Order and, where the Contract permits, during performance where increases arise due to:

- (a) changes in law or regulation;
- (b) increases in labour, material, transport, supplier or energy costs;
- (c) exchange rate fluctuations;
- (d) delays caused by the Client or third parties; or
- (e) changes in the Client's requirements or scope of work.

18.5 The Company shall notify the Client of any material adjustment as soon as reasonably practicable.

19. NOTICES

19.1 Any notice given under the Contract shall be in writing and may be delivered by hand, sent by pre-paid first-class post, or sent by email to the last notified address of the relevant party.

19.2 A notice shall be deemed received:

- (a) if delivered by hand, on signature of delivery;
- (b) if sent by pre-paid first-class post, at 9.00 am on the second Business Day after posting;
- (c) if sent by email, at the time of transmission provided that no delivery failure notice is received.

20. GENERAL

20.1 The Client may not assign, transfer or subcontract any of its rights or obligations under the Contract without the prior written consent of the Company.

20.2 The Company may assign, transfer or subcontract any of its rights or obligations under the Contract.

20.3 No failure or delay by the Company in exercising any right or remedy shall constitute a waiver of that or any other right or remedy.

20.4 If any provision of these Terms and Conditions is found to be invalid, unlawful or unenforceable, that provision shall be severed and the remaining provisions shall remain in full force and effect.

20.5 Nothing in the Contract shall create or be deemed to create a partnership, joint venture, agency or employment relationship between the parties.

20.6 The Contract constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, representations and understandings relating to its subject matter.

21. GOVERNING LAW AND JURISDICTION

21.1 These Terms and Conditions and any Contract to which they apply shall be governed by and construed in accordance with the law of England and Wales.

21.2 The courts of England and Wales shall have exclusive jurisdiction to hear and determine any dispute or claim arising out of or in connection with these Terms and Conditions or any Contract between the Company and the Client.

Execution / Acknowledgement

The parties may evidence acceptance of these Terms and Conditions by signature below, by written confirmation, by purchase order, by email instruction, by payment, or by allowing the Company to commence the Services. Where this signature page is used, it may be retained with the relevant quotation, proposal or contract documents.

For Precise Climate Group	For the Client
<p style="text-align: center;">Mr Harry James Fowler Mr Ben George Craven</p>	<p>Name:</p>
<p>Directors</p>	<p>Position:</p>
<p style="text-align: center;"><i>Harry James Fowler</i></p> <p style="text-align: center;"><i>Ben George Craven</i></p>	<p>Signature:</p>
	<p>Date:</p>
	<p>Company / Client name:</p>