


Client Name: FRESHFORD PARISH COUNCIL	Scheme No: 669668/C001	
Client Address: 1 Benjamin Street Bradford-On-Avon Wiltshire BA15 1FW	Scheme Location: Light No. 7 Station Road, Freshford.	

GENERAL TERMS & CONDITIONS FOR USE ON INDUSTRIAL, COMMERCIAL & STREET LIGHTING PROJECTS

THE CLIENT WISHES TO INSTRUCT SSE CONTRACTING TO CARRY OUT THE WORKS IDENTIFIED IN SSE CONTRACTING'S QUOTATION AND SSE CONTRACTING AGREES TO CARRY OUT THE WORKS ON THESE TERMS AND CONDITIONS.

1. DEFINITIONS

In this Contract the following words have the following meanings:
Client means the person or firm to whom SSE Contracting's Quotation is addressed.

Commencement Date means the date for commencement of the Works or, as the case may be, as specified by SSE Contracting.

Completion means when SSE Contracting has completed the Works.

Completion Date means the date for completion of the Works specified in SSE Contracting's Quotation, as may be amended in accordance with this Contract.

Contract means this Contract and the Client's acceptance of a Quotation in accordance with this Contract.

Contract Date means the date that this Contract is signed.

Contract Price means the price specified in the Quotation as payable by the Client to SSE Contracting, as adjusted only by changes / variations agreed in accordance with clause 2.6 and clause 4.1 below.

Goods means materials or goods provided by SSE Contracting to complete the Works.

Hazardous Materials means any substance or material which could adversely affect the health & safety of the public or the environment, including but not limited to, asbestos, polychlorinated biphenyls (PCB), contaminated oil, amongst others.

Quotation means the price for the Works shown in SSE Contracting's quotation.

Representative means the person appointed by the Client / SSE Contracting to manage the Works and who has authority to contractually bind the Client.

Site means the place where the Works are to take place.

SSE Contracting means SSE Contracting Limited whose registered office is at No. 1 Forbury Place, 43 Forbury Road, Reading RG1 3JH.

Works means the work specified in SSE Contracting's Quotation.

2. GENERAL

Acceptance of the Quotation

1. SSE Contracting's Quotation is valid for one month, provided that it has not been previously withdrawn. Quotations are given on the basis that no Contract will come into existence, except in accordance with clause 2.6.

2. The Quotation excludes any builders work and making good; boring of holes in excess of 24mm diameter to accommodate cables, pipes and ducts; excavating through rock, concrete or other hard materials; trench routes through surfaced footways, disposing of excavated materials; and all structural reinforcements required to support or accommodate the Works.

3. The Quotation is subject to the Client obtaining the necessary consents, easements and wayleaves and no commitment to commence or complete can be made until the Client obtains the appropriate approvals.

4. All provisional sums are deemed to be 'undefined'.

The Contract

5. The Works shall be carried out in accordance with this Contract.

6. This Contract prevails over any inconsistent terms or conditions contained or referred to in the Client's purchase order, confirmation of order, acceptance of a Quotation or implied by practice or course of dealing and the Client's terms and conditions (if any) do not govern the Contract. This Contract may not be altered without SSE Contracting's written consent and the Client acknowledges that any change or amendment will be rejected unless: (1) The Client submits an instruction in accordance with clause 4.1; (2) SSE Contracting agrees to the amendment in writing, and when doing so, refers to this clause.

7. In the case of conflict between this Contract and the Quotation, this Contract has precedence.

8. The Client agrees to pay for the Work at the rates specified in the Quotation. In the event that the Quotation does not contain the appropriate rates, the Client agrees to reimburse SSE Contracting any costs that it incurs on a fair and reasonable basis.

9. Unless stated in the Quotation, the Works shall be carried out (1) During normal working hours. If the Client requests an extension to the working hours, the Client acknowledges SSE Contracting will be entitled to an additional payment; (2) under normal conditions (i.e. continuous working, unhindered access, etc.) and if SSE Contracting suffers any delay or disruption, the Client agrees to reimburse SSE Contracting any additional costs that are incurred.

SSE Contracting's Obligations


10. SSE Contracting shall use reasonable endeavours to (1) manage and complete the Works in accordance with the Quotation; and (2) observe all health & safety rules/regulations and any other reasonable security requirements communicated in clauses 2.11.1 & 2.11.3.

Client's Obligations

11. The Client shall (1) co-operate with SSE Contracting, its agents, sub-contractors and suppliers, during the Works and shall appoint a Representative; (2) provide, in a timely manner and at no charge, information SSE Contracting requests and shall ensure that it is accurate in all material respects; (3) provide for SSE Contracting, its agents and sub-contractors, in a timely manner and at no charge, safe and suitable access, water supply and working areas; appropriate hygiene and storage facilities and electricity supplies; (4) set out the position of all points and equipment before the Works commence; (5) inform SSE Contracting of all reasonable health & safety rules and regulations and other reasonable restrictions which may affect the Works before SSE Contracting's Quotation is submitted; (6) ensure the Client's equipment and / or the structure to which SSE Contracting's Works are to be affixed is in good working order and fit for the purpose that it is intended for use; and (7) obtain and maintain all necessary licences and consents for the Works and indemnify SSE Contracting against all costs, losses or damage in connection with this.

12. If SSE Contracting is prevented or delayed by any act or omission of the Client, its agents or sub-contractors, SSE Contracting shall not be liable for any costs, charges or losses sustained or incurred by the Client arising from such prevention or delay.

13. The Client agrees to pay SSE Contracting, on demand, all reasonable costs, charges or losses sustained or incurred by SSE

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Contracting (including direct, indirect or consequential losses, loss of profit, loss or damage to property and other such losses) whether arising directly or indirectly from the Client's negligence, failure to perform or delay in performance of any contractual obligation, subject to SSE Contracting confirming such costs and losses in writing.

Statutory Requirements and Health & Safety

14. If applicable, the Client will be responsible for all 'Client' obligations under the CDM Regulations 2007. The Client is responsible for the preparation of a waste management plan under the Site Waste Management Regulations 2008.

15. Any statute, statutory instrument, rule, order, permission is deemed to include any amendment or re-enactment appropriate to the Works.

Programme

16. Programmes provided by SSE Contracting are approximate only.

3. HAZARDOUS MATERIALS

1. The Quotation excludes working, handling and / or disposing of Hazardous Materials. If Hazardous Materials are encountered, SSE Contracting shall advise the Client and seek its instructions for safe disposal of any Hazardous Materials and may suspend Works until the Site is made safe. The Client agrees to reimburse SSE Contracting any costs that it incurs during the period of suspension on a fair and reasonable basis.

4. CHANGES / VARIATIONS

1. If a change is requested, the Client is responsible for submitting a written change / variation instruction to SSE Contracting Representative to set out the proposed change to the Works. The Client's change / variation instruction must specify (1) the additional Works to be carried out by SSE Contracting; and (2) the additional charge payable by the Client. If the Client's instruction fails to properly specify the additional work and / or the additional charge, then the Client agrees to reimburse SSE Contracting costs on a fair and reasonable basis.

2. The Client agrees that it is responsible for, and shall reimburse SSE Contracting, any costs which arise as a consequence of the following (1) Client's instruction to carry out additional work not specified in SSE Contracting's Quotation; (2) Ground or physical conditions which were not reasonably foreseeable from the documents supplied by the Client to SSE Contracting when SSE Contracting submitted its Quotation; and (3) Any delay or disruption caused by the Client or his agents (including other sub contractors) as stated in clause 2.12.

5. DRAWINGS AND INTELLECTUAL PROPERTY RIGHTS

1. The Quotation allows for the preparation of working drawings provided that the Client has supplied all necessary information which is deemed to include, but is not limited to, detailed dimensioned drawings. If not included in the original Quotation, design / detailed drawings may be supplied on receipt of a written instruction from the Client in accordance with clauses 4.1 and 4.2.

2. SSE Contracting retains all intellectual property rights ('IPR') in the Works and grants to the Client licences of all such rights to the Client, free of charge and on a non-exclusive basis, necessary to enable the Client to make reasonable use of SSE Contracting's Work.

6. PRICE ADJUSTMENTS

1. The Quotation is based on prices current at the Quotation date. SSE Contracting reserves the right to adjust its prices in the event of an increase in the cost of Goods.

7. PAYMENT

1. SSE Contracting shall submit a payment notice containing the sum that SSE Contracting considers is due to SSE Contracting and the basis on which it was calculated at 28 day intervals (on a date to suit SSE Contracting) unless the contrary is stated in the Quotation. All invoices shall be the sum of (1) the value of the Works carried out to date; and (2) the Goods delivered to Site; and (3) Goods manufactured and stored off-site, less previous payments.

2. The Client shall pay each invoice submitted by SSE Contracting, in full and cleared funds, within 28 days of date of invoice. If the Client disagrees with an invoice, it is required to issue a pay less notice within 7 days of receiving the payment notice / invoice and the pay less notice shall specify the amount it proposes to pay and the basis on which it was calculated. If the Client fails to notify SSE Contracting within this period, it is deemed to have accepted liability to pay the invoice in full.

3. Without prejudice to any other right or remedy that it may have, if the Client fails to pay SSE Contracting's invoice in full and on time (in accordance with clause 7.2), SSE Contracting may charge interest on the unpaid amount at a rate of 6% per annum above the base rate of the Bank of England.

4. If a payment notice and / or an invoice is not paid in accordance with clause 7.2, SSE Contracting may suspend the Works on giving 7 days notice and treat the Contract as being repudiated and recover its costs for Works carried out and materials ordered on a quantum meruit basis, without prejudice to its right to claim damages.

5. The Client is not entitled to withhold payment, whether by way of set off, counterclaim or for any other reason whatsoever.


8. TITLE & RISK

1. The Goods will not be supplied until (1) the Client has provided SSE Contracting with full details of its interest in the Site; and (2) if the Client is a tenant, it shall ensure that the landlord accepts that (a) once delivered to the Site, the Goods legally constitute a tenant's fixture; and (b) until title has passed in accordance with these provisions, SSE Contracting is entitled to enter Site to repossess the goods at any time; and (c) that SSE Contracting's rights to enter the Site and repossess the Goods are independent of landlord and Client's interests in the Site.

2. Once SSE Contracting has supplied Goods to the Client, the Goods immediately become the Client's risk in respect of insurance; however, title and ownership of the Goods will remain with SSE Contracting until SSE Contracting receives payment in full of all sums due by the Client to SSE Contracting. The Client agrees that SSE Contracting may enter the Site to repossess the Goods at any time until payment in full is made and indemnifies SSE Contracting against any claim or loss incurred by SSE Contracting as a result of such repossession.

9. AVAILABILITY OF GOODS

1. If Works are dependant on the availability of Goods, SSE Contracting will make reasonable endeavours to obtain the Goods

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specified. In the event that the Goods are not reasonably available, SSE Contracting reserves the right, in accordance with good practice, to substitute the Goods for reasonably equivalent substitutes.

10. DELIVERY

1. SSE Contracting shall, at its sole discretion, be entitled to deliver the Goods to the Client's premises or to the Site. The Client shall notify SSE Contracting when any Goods arrive at the Client's premises or the Site. If the Goods are damaged, the Client is required to notify SSE Contracting in writing within three days of delivery, failing which he is deemed to have accepted the Goods.

11. ELECTRICITY SUPPLY

1. If the Client requires SSE Contracting to install a new electrical supply; or to reinforce / upgrade an existing electrical supply then those Works shall be separately quoted in accordance with clause 4.1 & 4.2.

12. WARRANTY

1. SSE Contracting warrants that the electrical installations shall comply with the Regulations for Electrical Installations published by the Institution of Electrical Engineers (current edition).
2. When undertaking any design work SSE Contracting shall use the reasonable skill and care to be expected of an appropriately qualified and experienced mechanical and electrical contractor.
3. SSE Contracting warrants the Works for 12 months from the Completion Date provided that the Client has paid SSE Contracting the agreed Contract Price and any agreed changes / variations. If the Client considers that a defect has arisen in the Works during the 12 months defects liability period, the Client shall (1) demonstrate (to the reasonable satisfaction of SSE Contracting) that the defect arose due to faulty workmanship or defective design promptly and within 12 months of Completion (NB. It is agreed SSE Contracting is not liable for fair wear and tear; improper use; neglect; accident or other failure on the Client's behalf), then SSE Contracting shall remedy the defect provided that (i) The Works have been properly operated and maintained and no repairs or alterations were carried out without SSE Contracting's written consent; and (ii) The Client notifies SSE Contracting of the defect promptly within 12 months of Completion.
4. Where defects are to be remedied by the manufacturer under the terms of the manufacturer's warranty and it requires the payment of labour charges, then such charges shall be paid by the Client. It is agreed that SSE Contracting is not obliged to replace lamps, fuses or re-set protective devices (except where they have operated or failed due to the negligence of SSE Contracting).
5. The Client shall ensure that (1) all users understand how to operate the Works and (2) the Works are properly maintained.

13. LIABILITY

1. SSE Contracting is not liable for any indirect or consequential loss (including, but not limited to, loss of profit, loss of business, etc) arising out of or in connection with the Contract and / or the Works.
2. SSE Contracting's total liability under or in connection with this Contract, the Quotation and / or the Works for any breach of contract; any delay; any equipment failure; or any other reason whatsoever shall not exceed the original Contract Price. SSE Contracting's liability for delay damages shall be calculated at a rate of 1% of the original Contract Price for each complete week

of delay from the Completion Date, and its maximum liability for delay damages shall not exceed 8% of the original Contract Price.

3. Nothing in this Contract limits or excludes the liability of SSE Contracting or its sub-contractors or agents for death or personal injury resulting from negligence.

14. TERMINATION


1. The Contract shall terminate on Completion of the Works.
2. SSE Contracting may terminate the Contract by giving 7 days written notice to the Client's registered office address (or the Client's address in the Quotation) in the event of the following: (a) the Client commits a material breach of contract and fails to remedy that breach within 14 days of being notified of it in writing by SSE Contracting; or (b) the Client ceases, or threatens to cease trading, or an order is made for the appointment of an administrator or a receiver.
3. In the event of termination, the Client agrees that all sums payable to SSE Contracting shall become immediately due and the Client agrees to reimburse SSE Contracting any costs it has incurred on a fair and reasonable basis.

15. FORCE MAJEURE

1. SSE Contracting has no liability under the Contract if it is prevented or delayed from carrying out the Work by acts, events, omissions or accidents beyond its reasonable control, including strikes, floods, fire and any act of God.

16. GENERALLY

1. If any provision (or part of a provision) of this Contract is found by any Court or administrative body to be invalid, unenforceable or illegal, the other provisions will remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.
2. The Client shall not, without SSE Contracting's prior written consent, assign, transfer, charge or sub-contract all or any of its rights or obligations under this Contract. SSE Contracting may assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.
3. A person who is not a party to this Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999.
4. All notices shall be in writing and sent for the attention of the agreed Representative to the address given in the Quotation.
5. If the Employer (or any Associated Person) commits a breach of this clause, then SSE Contracting may, at its absolute discretion, terminate this Contract with immediate effect by giving written notice to the Employer. If SSE Contracting terminates for breach of this clause, SSE Contracting shall not be obliged to carry out any act which would, in its reasonable opinion, put it in breach of any of the Relevant Requirements.
6. Both parties shall (and shall procure that any Associated Person (as defined in section 8 of the Bribery Act): (1) comply with the Relevant Requirements (which means all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including, but not limited to, the Bribery Act 2010); (2) undertake not to engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act; (3) not authorise, or acquiesce in, or turn a blind eye to, and has not authorised or acquiesced in or turned a blind eye to, any Corruption (which shall mean bribery, extortion, fraud, deception, collusion, cartels, abuse of power, embezzlement, trading in

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influence, money-laundering or any similar activity in relation to the Works under this Contract).

17. DISPUTES AND GOVERNING LAW

1. The Contract and any dispute or claim arising out of or in connection with it shall be governed by, and construed in accordance with the law of England and Wales.
2. Any dispute or difference shall, in the first instance, be referred to senior management (in SSE Contracting's case, its local Regional Director) for resolution.

18. HEADINGS

The headings to the clauses of this Contract are for reference only and do not affect the interpretation of the Contract.

	SSE Contracting's Representative	Client's Representative
Signed		
Print Name	D J PAGE	
Date	18.10.19	