



SERVICE SPECIFIC CONDITIONS X8 – INSTALLATION SERVICES AND PROJECT WORKS

These Specific Conditions govern the Installation Services that may be provided by the Company under an Order Form, together with any other document or terms and conditions referred to in the Order Form including but not limited to the General Terms & Conditions for the Supply of Products and/or Services (the "Conditions"), which shall be deemed to be incorporated into the Contact for the performance of any Installation Services performed under these Specific Conditions.

1 DEFINITIONS AND INTERPRETATION

- 1.1 Capitalised terms used in these Specific Conditions shall have the following meanings for the purposes of these Specific Conditions only:
- | | |
|-----------------------------|---|
| "CDM Regulations" | means the Construction (Design and Management) Regulations 2015; |
| "Change" | means as defined in paragraph 7.2; |
| "Completion Date" | means any estimated date for the completion of the Works, as set out in the Statement of Works or the Order Form or as otherwise agreed between the parties in writing; |
| "Defects Liability Period" | means as defined in paragraph 6.2; |
| "Installed Equipment" | means any equipment in respect of which the Company provides Installation Services to the Customer; |
| "Installation Services" | means the installation services to be provided by the Company to the Customer under these Specific Conditions, including the carrying out of the Works, and as more particularly defined in the Order Form and/or in the Statement of Works; |
| "Practical Completion" | means as defined in paragraph 3.2; |
| "Start Date" | means the date for the start of the Works, as set out in the Statement of Works or the Order Form or as otherwise agreed between the parties in writing; |
| "Statement of Works" | means a written document, signed and agreed by both parties to identify the scope and the relevant requirements of the Works to be delivered by the Company, which may include new installations, cabling, refurbishments, equipment replacement and/or lifecycle projects; |
| "Vendor Supplied Equipment" | means equipment that is supplied directly to the Customer by a third party; and |
| "Works" | means the works to be carried out by the Company in accordance with the Statement of Works and/or as set out in the Order Form. |
- 1.2 All other capitalised terms used in these Specific Conditions, which are not defined above, shall have the meanings stated in the Conditions.
- 1.3 In the case of conflict or ambiguity the order of precedence for these Specific Conditions and the documents attached to or referred to in the Order Form for the Installation Services shall be as follows (save as otherwise expressly stated in the Order Form):
- 1.3.1 these Specific Conditions;
 - 1.3.2 the Statement of Works; and
 - 1.3.3 any other document referred to in the Statement of Works and/or the Order Form relating to the Installation Services and/or the Works.

2 COMMENCEMENT DATE AND TIME FOR PERFORMANCE

- 2.1 The Commencement Date of the Installation Services shall be the date specified as such in the Order Form or, if no date is specified, the date on which the Company commences the provision of Installation Services to the Customer.
- 2.2 The Installation Services will be performed at such times as the Company shall in its sole discretion decide unless stipulated otherwise in the Order Form. There is no Minimum Term applicable to the Installation Services, unless stated otherwise in the Order Form. The Company will use its reasonable endeavours to commence the Works on Site on the Start Date and will use its reasonable endeavours to complete the Works by the Completion Date and/or to deliver the Installation Services during the period (if any) stated in the Order Form or Statement of Works. If no Start Date or Completion Date is provided in the Statement of Works or the Order Form, the Company shall complete the Works within a reasonable time.
- 2.3 The Company will commence installation of any Vendor Supplied Equipment as soon as reasonably practicable after the delivery of such equipment to Site and the notification in writing of such delivery by the Customer to the Company.
- 2.4 If it becomes reasonably apparent that the Works will not achieve Practical Completion by the Completion Date (or any later date fixed in accordance with the provisions of this paragraph 2) for reasons or circumstances beyond the reasonable control of the Company, including but not limited to:
- 2.4.1 any impediment, prevention or default, whether by act or omission of the Customer, its employees, agents, contractors or other third parties providing goods or services to or acquiring them from the Customer;
 - 2.4.2 unforeseen Site conditions affecting the Works or the reasonable progress of the Works, including but not limited to asbestos;
 - 2.4.3 updates, modifications or customisations not carried out by the Customer;
 - 2.4.4 compliance with any instruction of the Customer, or any act or omission of the Customer or a Customer related third party;
 - 2.4.5 any Changes to the scope of the Works in accordance with paragraph 7 that represents a divergence or addition to the scope of the Works;
 - 2.4.6 the performance of any inspection or testing by the Customer of any work, materials or goods under this Contract, unless the inspection or test shows that the work, materials or goods are not in accordance with this Contract;
 - 2.4.7 any deferment of the giving of possession of the Site or other delay in allowing the Company all necessary access to the relevant parts of the Site to allow the Company to proceed with the Installation Services in a timely manner;
 - 2.4.8 suspension of any Services by the Company in accordance with the terms of the Contract;
 - 2.4.9 any Force Majeure Event; and/or
 - 2.4.10 any unforeseen ground conditions or other adverse conditions at the Site (such as the discovery of asbestos) affecting the Works; and which do not arise from a default of the Company, then the Company shall notify the Customer in writing (or the Customer's Representative for the Works, if so instructed) within a reasonable time. The Company shall then be entitled to such extension of time for completion of the Works as may be reasonable in all the circumstances.
- 2.5 Without prejudice to paragraph 2.4, if the Company incurs or is likely to incur additional costs for which it would not be reimbursed under any other provision of the Contract and which are due to reasons beyond the reasonable control of the Company, including but not limited to unforeseen Site conditions affecting the Works or the reasonable progress of the Works, then the Company shall notify the Customer in writing within a reasonable time of becoming aware of the same. The Company shall then ascertain and provide reasonable evidence to the Customer of the amount of such additional costs and that amount shall be added to the Charges for the Works.
- 2.6 The Company shall take all reasonable steps to mitigate the delay and consequences of any delay and/or additional costs that are the subject of a notice pursuant to paragraph 2.4 or 2.5.

3 COMPLETION AND DELAY

- 3.1 All milestones, dates, periods or times specified in the Order Form or Statement of Works for the performance of the Installation Service are estimates only and time shall not be (and shall not be capable of being deemed) of the essence for the performance of the Company's obligations under this Contract. Without prejudice to paragraph 2.4, if the Company becomes aware that it will be unable to meet any milestones, times or timetable set out in this Contact it may notify the Customer of the same, the reason for the delay and provide an estimate of when the relevant Installation Services will be performed.



3.2 When the Company considers the Works (or relevant part of the Works) have achieved practical completion it shall notify the Customer in writing. The Works shall be deemed to have reached practical completion notwithstanding that there may be snagging items (including any minor incomplete items or minor defects to be remedied, which do not affect the Customer's practical use of the Works) and provided that the Works have been otherwise completed ("**Practical Completion**") and the Customer shall not unreasonably withhold or delay its agreement that the Works have achieved Practical Completion.

3.3 In the event that Practical Completion is expressed to be subject to snagging items the Company shall procure that each snagging item is made good within a reasonable period of time following Practical Completion

4 INSTALLATION SERVICES

4.1 Notwithstanding any other provision in this Contract, including any Statement of Works or other attachment to this Contract, and including any design requirements or performance requirements for a design or solution, the Company shall be under no express or implied fitness for purpose obligation in relation to the Works (including any design or technical specifications) notwithstanding any contrary statement or implication contained in the Statement of Works or other plans, designs drawings or technical specifications under this Contract. The Company's design liability (if any) under this Contract shall be limited to the exercise of reasonable skill, care and diligence to be expected of an appropriately qualified person experienced in carrying out designs of a similar nature, size, complexity and value to the scope of the Works.

4.2 The Company shall carry out and complete the Works and the Installation Services in accordance with the Statement of Works.

4.3 The Company's requirements to comply with Relevant Laws under the Conditions shall not apply to existing items and design at the Site that are not provided, installed or commissioned by the Company under this Contract and it is the Customer's responsibility to ensure that such items and design and their inclusion within the Works will not render the Works in breach of the Relevant Laws.

4.4 The Company shall pass to the Customer all approvals received by the Company in connection with the Relevant Laws where the Company has expressly accepted responsibility for obtaining such approvals in the Statement of Works.

4.5 All materials and items used in the Works shall, so far as procurable, be of the kinds and standards described in the Statement of Works. Where materials become unavailable or commercially unviable the Company may substitute any such materials and items with replacements of similar quality and standards.

4.6 The Company shall co-operate, to the extent reasonable, with any other contractors who may be working concurrently on the Site as the Customer reasonably requires. The Customer acknowledges that any delay or impediment caused by the acts or omissions of other contractors at the Site shall give rise to the Company's rights under paragraphs 2.4 and 2.5.

4.7 Insofar as the Company's design of the Works is included in the Statement of Works, the Company shall have no liability for any defect in any design provided by the Company as part of the Works in so far as such defect is caused, directly or indirectly, by the Customer's failure to provide or the provision of incorrect or misleading information or documentation to the Company or for any matter that the Company could not reasonably have been aware of, whether before or after any due diligence or inspection performed by the Company and in any event the Customer retains the risk of any loss or damage to property which surrounds the Works.

4.8 The Company shall be entitled to subcontract any part of the Works to a third party without the consent of the Customer, provided that the Company shall remain wholly responsible for carrying out and completing the Works in accordance with this Contract notwithstanding any subcontracting.

4.9 Upon completion of the Works or termination of this Contract the Customer will deliver to the Company all materials and property belonging to the Company, which may be in the possession or under the control of the Customer and the Company will deliver to the Customer all materials and property belonging to the Customer, which may be in the possession or under the control of the Company.

4.10 If the Company agrees to dispose of any end of life fixtures or other equipment being removed, it will do so in an ecologically friendly manner at Customer's expense and in full compliance with all Relevant Laws, including without limitation environmental laws and regulations.

5 TITLE AND RISK

5.1 Title in any materials or goods provided as part of the Works shall pass to the Customer once paid for by the Customer or incorporated into the Works.

5.2 Risk in materials and goods delivered to and placed on or adjacent to the Works, which are intended for incorporation in to the Works, shall pass to the Customer upon delivery to the Site.

5.3 For the avoidance of doubt, all goods, materials and equipment including any spare parts for which the Customer has not paid the Company in full shall remain the property of the Company.

6 DEFECTS AND LIABILITY FOR REPLACEMENT OR REPAIR

6.1 The Customer shall within a reasonable time of the Company's notification under paragraph 3.2 be entitled to inspect the Works and shall promptly following its inspection notify the Company of any outstanding works to be carried out or defects that may be required to be remedied.

6.2 Subject to the following paragraphs of this paragraph 6, for a period of 90 (ninety) days from Practical Completion or such other period as stated in the Order Form or Statement of Works (the "**Defects Liability Period**"), without cost to the Customer, the Company will within a reasonable time the receipt of the relevant notification make good any defect in the Works (which may involve re-performance of the Installation Services), which can be proved to the satisfaction of the Company (acting reasonably) to be the result of an error or omission on the part of the Company, provided that the Company shall have no liability for any such defects unless the Customer notifies the Company, within five (5) Business Days of notification of Practical Completion of any such defect arising after Installation and (subject to paragraph 6.3) within 72 (seventy-two) hours of any latent defect arising within such Defects Liability Period. For the avoidance of doubt, the Company shall not be responsible for making good any defect which is due to any act or omission of the Customer or any third party.

6.3 The liability of the Company for the Works shall apply only to defects that appear where the Installed Equipment is being used in accordance with the Contract and the Vendor's instructions and documentation relating to the Installed Equipment and in particular shall not apply to:

- 6.3.1 defects arising from neglect, misuse, or faulty maintenance of the Installed Equipment by the Customer or any of its other contractors;
- 6.3.2 alterations carried out without the prior written consent of the Company;
- 6.3.3 repairs carried out improperly by the Customer or any third party;
- 6.3.4 normal wear and tear; or
- 6.3.5 defects arising out of, or which would not have occurred but for, any defect in the design and/or manufacture of the Installed Equipment.

6.4 Any repaired or new parts provided by the Company under this paragraph 6 will be delivered by the Company to the Customer free of charge. Any Installed Equipment (or part) which has been returned to the Company and replaced by the Company shall become the property of the Company upon collection by or delivery to the Company.

6.5 The Company reserves the right to charge on a time and materials basis for the costs of repairs and/or call-outs if the Company considers (acting reasonably) that the defect has resulted from misuse or unauthorised repair or alteration of the Installed Equipment by the Customer or any third party, or from normal wear and tear.

6.6 Neither acknowledgement of receipt, nor investigation, by the Company of any claim or consent given under this Contract in respect of the Works or any alleged defect in the Works shall constitute or imply admission by the Company of any liability in respect of such claim.

6.7 Save where the Customer has purchased maintenance services in respect of the relevant Installed Equipment (in which case Specific Conditions F1 - Maintenance Services shall apply) and subject to condition 9.9 of the Conditions the rights and remedies provided to the Customer under this paragraph 6, in connection with any defect in the Works shall be the Customer's sole and exclusive remedy in respect of the same. The Company shall be relieved from all obligations and liabilities in respect of the Works upon the expiry of the Defects Liability Period save in respect of any outstanding matters notified in accordance with paragraph 6.2 prior to the expiry of such period.



7 INSTRUCTIONS AND CHANGES TO THE WORKS

- 7.1 Any addition, modification or adjustment to the scope of the Works and/or the Installation Services agreed in the Order Form or relevant Statement of Works and being provided by the Company must be agreed in writing between the parties.
- 7.2 The Customer shall have the right to request reasonable changes to the Works, which could be:
 - 7.2.1 a change to the Customer's requirements that makes necessary the alteration or modification of the design, quality or quantity of the Works, including:
 - (a) additions, alterations, substitutions or omissions to the Works required by the Customer; or
 - (b) the alteration of the kind or the standard of any of the materials or goods to be used in the Works;
 - 7.2.2 the impositions by the Customer of any obligations or restrictions in regard to the Works or the matters set out in this paragraph or the addition to or alteration of any such obligations or restrictions so imposed or imposed by the Customer in regard to:
 - (a) access to the Site or use of specific parts at the Site;
 - (b) limitations of working space;
 - (c) limitations of working hours;
 - (d) the execution or completion of the Works in any specific order; or
 - 7.2.3 any other request by the Customer that causes or requires a modification to the Statement of Works or the Works;

subject to the Company agreeing to such changes (a "Change").
- 7.3 All Changes shall be given in writing by the Customer except in the case of an emergency in which case such a Change shall be given orally and confirmed in writing by the Customer within 3 (three) Business Days of being given. If the Company (acting reasonably) considers a Change justifies a change in the Charges for the Works such change shall be agreed between the Customer and the Company each acting reasonably or, in the absence of agreement, the Company shall be entitled to a fair and reasonable increase to the Charges.
- 7.4 The Company shall comply with the Customer's reasonable instructions relating to Changes to the Works agreed in accordance with paragraph 7.2. The Company shall also co-operate, to the extent reasonable, in scheduling and performing the Works so as to avoid disruption to the Site users and the Customer. No one other than the Customer's Representative may issue instructions in relation to the Works.
- 7.5 Subject to paragraph 7.2, no variation to the Statement of Works or the terms of the Order Form or these Specific Conditions relevant to the Works will be valid unless recorded in writing and signed by or on behalf of each of the parties.
- 7.6 For the avoidance of doubt, on termination of the Contract howsoever arising, any uncompleted Works or Installation Services, which form part of the Services under the Contract, shall also be terminated with immediate effect, unless otherwise agreed in writing between the parties.
- 7.7 If either the Customer or the Company is in material default of its obligations under a Statement of Works and has not remedied the default within 14 (fourteen) days of the non-defaulting party giving notice of the default then the non-defaulting party will be entitled to terminate the affected Works accordingly.
- 7.8 If the parties agree to terminate a particular project for Works or the Works are terminated under paragraph 7.6 and the Company is the non-defaulting party, the Company shall be entitled to be paid for:
 - 7.8.1 all work done up and Installation Services provided to the date of termination;
 - 7.8.2 any costs incurred by the Company in the reasonable expectation of completing the Works prior to the date of such notice; and
 - 7.8.3 any other cost reasonably incurred by the Company as a result of such termination (including, without limitation, all subcontractor breakage costs, unrecovered mobilisation costs, equipment hire costs, redundancy or other employment related costs and any loss of profit incurred by the Company).
- 7.9 Termination of a particular project for Installation Services or Works shall not affect any other Works or Services under the Contract.

8 CUSTOMER OBLIGATIONS

- 8.1 The Customer will ensure that the Site is, in so far as it is practical, clean and tidy and free from obstructions at all times whilst the Company is performing the Installation Services.
- 8.2 The Customer will provide the Company with such co-operation, information, equipment, consents, data and support that the Company may reasonably request for the provision of the Works, at such times as the Company may request.
- 8.3 The Customer will arrange and allow safe access to the Site and use of such areas of the Site as necessary for the Company to carry out the Works and/or provide the Installation Services.
- 8.4 The Customer will be fully responsible for the installation of all Vendor Supplied Equipment unless otherwise expressly agreed in the Statement of Works or Order Form.
- 8.5 The responsibility for the cost of connection to the public switch telecommunications network and/or the provision of additional lines to the public telephone system lies with the Customer, unless the cost of connection and/or provision of additional lines is provided for by an additional service procured from the Company as identified in the Order Form and, where applicable to the Installed Equipment, the Customer is responsible for: (i) obtaining the consent of the relevant Carrier or network operators for the connection of the Equipment; (ii) arranging for the connection of the Equipment to the relevant networks, including any test lines required; (iii) paying any connection charges; and (iv) complying with any conditions relating to the connection.
- 8.6 The Customer shall be responsible for the cost to supply, install, maintain and operate any and all infrastructure required to accommodate the power and environmental specifications as specified by the Vendor (as published and as amended from time to time) and to comply with all local electrical code requirements including the Institution of Engineering and Technology's IEE Wiring Regulations in force at the Start Date.
- 8.7 The Customer undertakes to the Company throughout the performance of the Works and the Installation Services (on the request of the Company) to provide or make available for the assistance of the Company in undertaking the Installation Services at the Customer's own expense:
 - 8.7.1 such services, free-issue materials, equipment and all other things stated to be provided by the Customer in the Statement of Works or Order Form, including scaffolding or safe high access systems, lifting gear, building work, earth connection, environment and space, heating, lighting, ventilation, private wires, jack sockets and any other items or conditions as are necessary for the efficient installation and operation of the Installed Equipment;
 - 8.7.2 all relevant Customer Input Materials, Vendor Supplied Equipment and reasonable assistance relating to the Installation Services as required by the Company to perform the Installation Services and complete the Works;
 - 8.7.3 staff familiar with the Customer's programs and/or applications and/or requirements of the Installation Services, and shall ensure such staff will fully cooperate with the Company Personnel to enable the Installation Services to be performed and decisions made; and
 - 8.7.4 all water, drainage, electric power supplies and staff welfare facilities at the Site required for the installation, operation, test and maintenance of the Installed Equipment and any other Works, unless otherwise expressly stated in the Statement of Works or the Order Form.
- 8.8 The Customer shall at its own expense and prior to the Start Date or such other time as the parties may agree in writing date:
 - 8.8.1 obtain all necessary consent(s) for the installation and use of the Installed Equipment, including consent for any necessary alterations to buildings;
 - 8.8.2 ensure that any floor loading limits will not be exceeded;
 - 8.8.3 provide suitable accommodation, foundations and environment for the equipment, including all necessary structural alterations, ducting, trunking, conduits and cable trays to permit installation, in accordance with all applicable installation standards, unless otherwise expressly agreed to be provided by the Company in the Order Form or under the Statement of Works; and



- 8.8.4 prepare the Site(s) (at its own cost) in accordance with the Company's reasonable instructions so that the installation of any necessary Installed Equipment can take place, including but not limited to taking up, removing or cutting away all and any fitted or fixed floor coverings, ceiling tiles, suspended ceilings and partition covers and all other fittings that may prevent the Company from carrying out the agreed Works or Installation Services, and be responsible after completion of the agreed Works, for any making good and decoration work required to the same;
- in each case unless expressly agreed otherwise in the Order Form or Statement of Works.
- 8.9 The Customer will comply with its relevant obligations under the CDM Regulations.
- 8.10 The Customer will accept delivery of any Equipment on the delivery date specified in the Order Form or as otherwise agreed in writing with the Company.
- 8.11 The Customer will at its own expense make available to the Company such items of magnetic and solid state media and other consumable materials that may reasonably be requested by the Company.
- 8.12 Each of the Customer obligations set out in paragraph 8 shall be treated as Customer Obligations. The Company shall have no liability for any failure to provide the Works or the Installation Services to the extent caused by a failure of the Customer to meet these Customer Obligations in accordance with condition 9.9 of the Conditions.
- 8.13 Where any approval or decision is required on the part of the Customer under this Contract relevant to the Works or Installation Services, the Customer shall, and shall procure that the Customer Representatives shall:
- 8.13.1 not unreasonably withhold or delay any approval or decision; and
- 8.13.2 provide any approval or decision to the Contractor as soon as practicable and in any event in sufficient time to enable the Contractor to comply with his obligations under this Contract and so as not to delay the carrying out of the Works or Installation Services.
- 8.14 The Customer shall be responsible for:
- 8.14.1 the submission of any relevant planning applications (if required);
- 8.14.2 obtaining appropriate 'all-risks' insurance for the full reinstatement value of the Works and the existing structure during the Works and/or notifying any landlord and/or insurer of the Works being carried out;
- 8.14.3 ensuring that any other equipment attached to the Equipment is prepared in accordance with the Company's instructions, is suitable for use with the Installed Equipment, is in good working order and complies with any relevant Carrier's or telecommunications regulations. Such equipment is attached at the Customer's risk; and
- 8.14.4 removing and disposing of any end of life fixtures or other equipment being removed or other waste generated in the performance of the Works in accordance with all Relevant Laws, including the disposal of replaced equipment;
- in each case unless expressly agreed otherwise in the Order Form or Statement of Works.

9 HEALTH AND SAFETY AND CDM REGULATIONS

- 9.1 The Company will:
- 9.1.1 observe, and ensure that its personnel observe, all health and safety rules and regulations and any other security requirements that apply at the Sites;
- 9.1.2 notify the Customer in the event that it becomes aware of any health and safety hazards or issues which arise in relation to the Services;
- 9.1.3 unless otherwise expressly stated as Customer Obligations, provide all safety equipment, tools and such other items as are required to provide the Installation Services safely.
- 9.2 Each party will ensure that its personnel comply with all Relevant Laws regarding working hours, health, safety and welfare, materials storage, fire precautions, site induction and any other matters reasonably required relevant to the Works and the Installation Services.
- 9.3 To the extent that the CDM Regulations are applicable to this Contract:
- 9.3.1 the "Principal Designer" and the "Principal Contractor" (as defined in the CDM Regulations), are as listed in the Order Form and if the Customer appoints a replacement for the Principal Designer and/or Principal Contractor, the Customer shall without undue delay notify the Company with details of the new appointee;
- 9.3.2 the Company shall comply with regulations 8 to 10 and 15 and, where it has agreed to be appointed as the Principal Contractor, with regulations 12 to 14;
- 9.3.3 where the Company has agreed in writing to act as the Principal Designer, the Company shall provide such Services under Specific Conditions X2 – Professional Services and in doing so shall comply with the duties of a Principal Designer and shall prepare and deliver to the Customer for the benefit of the Customer the relevant health and safety file for the Site and the Works; and
- 9.3.4 where the Customer is the Principal Designer and/or Principal Contractor, the Company may at the Customer's request assist the Customer in the performance of the Customer's functions and duties as the Principal Designer and/or Principal Contractor, including but not limited to the preparation of the health and safety plan and the health and safety file in accordance with the CDM Regulations;
- provided in each case that if such appointment or assistance is required by the Customer, the Customer shall pay the Company's reasonable additional charges to cover such appointment or assistance accordingly.

10 CUSTOMER ACCEPTANCE TESTING

- 10.1 Where applicable, the Company shall complete operational testing of any Works provided by the Company prior to Practical Completion and hand over to the Customer.
- 10.2 Without prejudice to paragraphs 2, 3 and 6, following Practical Completion, the Customer shall have a period of two (2) weeks (or such other period as may be specified in an Order Form) (the "Acceptance Period") to conduct any review or acceptance testing of its own (including user acceptance testing) of the Works and confirm that it meets the requirements set out in the Contract.
- 10.3 Where the Customer (acting reasonably) identifies any material non-compliance of the Works with the specification agreed in the Statement of Works or Order Form ("**Nonconformity**"), the Customer shall notify the Company promptly in writing and, in any event, prior to the end of the Acceptance Period. The Company shall respond to the identified Nonconformity and, where it is agreed that the Works are in material non-compliance with the specification set out in an Order Form, take steps to remediate.
- 10.4 The Acceptance Period shall restart once any remediation has been completed. Should the Customer conduct the testing after the Acceptance Period, the Works shall be deemed as accepted. Any issues raised by the Customer after the Acceptance Period has ended shall be deemed as new issues and addressed in accordance with the Contract.

11 EXCLUSIONS

- 11.1 The Installation Services shall not include and the Company shall not have any liability or responsibility for:
- 11.1.1 maintenance services, consultancy services or design services;
- 11.1.2 planning permission;
- 11.1.3 responsibility for compatibility or upgrade of any existing equipment, works or system with the Works;
- 11.1.4 services, tasks or works on a call-out basis;
- 11.1.5 excavation or groundworks below foundations;
- 11.1.6 complex construction works, other than core services of the Company comprising installations of cabling, equipment and electrical installations and connections;



- 11.1.7 the obligations under the CDM Regulations of Principal Designer or Principal Contractor;
- 11.1.8 any works being carried out by any Carrier, utility provider or statutory undertakers; and
- 11.1.9 obtaining 'all-risks' insurance for the Works and/or for the existing building structure where the Works or Installation Services are being carried out, during the Works.

12 ADJUDICATION

- 12.1 Notwithstanding Clauses 23.3 to 23.5 of the Conditions, the parties have the right to refer any dispute relating to the Works to adjudication in accordance with the Scheme for Construction Contracts (England and Wales) Regulations 1998 as amended and/or substituted from time to time and either party may give notice in writing to the other at any time of its intention to refer the dispute to adjudication. The parties agree the nominating body shall be the Association of Independent Construction Adjudicators.

13 CHARGES

- 13.1 The Charges for the Installation Services are as stated in the Order Form.
- 13.2 Unless otherwise specified in a Statement of Works or the Order Form, the Charges are based on the assumption that the Installation Services (and the delivery of the Installed Equipment, where applicable) will be completed in one visit to the Site and accordingly the Company may at its discretion at any time increase the Charges to take account of any reasonable additional costs to the Company (including but not limited to storage and delivery costs) by reason of the Installation Services (and delivery, where applicable) taking more than one visit.
- 13.3 Any Change to the Works shall be valued and the Charges adjusted on the basis of either:
 - 13.3.1 the rates and prices in any build-up for the Charges, included or referred to in the Order Form; or
 - 13.3.2 rates and prices that are analogous to those in the build-up of the Charges; or
 - 13.3.3 rates and prices which are fair and reasonable based upon labour and materials; or
 as appropriate to the work involved in and the circumstances of the Change and such valuation shall be effected by an adjustment to the Charges.
- 13.4 If the Customer requests any amended Start Date or delivery or installation date within 10 (ten) Business Days of the original agreed date, the Company reserves the right to charge the Customer an additional fee of £300.
- 13.5 Where the Customer cancels or rearranges an installation or other scheduled meeting or other activity less than five (5) Business Days prior to the scheduled time for such activity then the Company reserves the right to charge the Customer the greater of: (a) £500; or (b) the full Charges for the resource that had been allocated to such activity (with reasonable evidence of the resource allocated and the applicable Charges).

14 INVOICING AND PAYMENT

- 14.1 Unless otherwise stated on the Order Form:
 - 14.1.1 where the total Charges for the Installation Services and Works are less than £5,000 (five thousand pounds) or less than or equal to 14 (fourteen) days of Installation Services, such Charges will be invoiced and are payable by the Customer in full upon order;
 - 14.1.2 where the total Charges for the Installation Services and Works are more than £5,000 (five thousand pounds) or more than or equal to 14 (fourteen) days of Installation Services, such Charges will be invoiced and are payable by the Customer, as follows:
 - (a) 25% (twenty five percent) of the value of the Charges for the Installation Services will be invoiced and are payable upon order; and
 - (b) the remaining balance shall be invoiced monthly (and payable monthly in arrears) for the Installation Services provided in the previous month in accordance with paragraphs 14.2 to 14.9.
- 14.2 The Company shall be entitled at the end of each month following the Start Date to invoice and/or make a written application for interim payment in respect of:
 - 14.2.1 the value of the Works and any Changes performed and any goods or supplies which have been ordered by the Company prior to the date of such application for payment; and
 - 14.2.2 any amount payable pursuant to paragraph 2.5;
 less any amounts previously paid to the Company (an "Interim Application").
- 14.3 The Company will supply evidence in support of such Interim Application as may reasonably be required by the Customer.
- 14.4 Within 10 (ten) Business Days of receipt of an Interim Application under paragraph 14.2, the Customer shall issue a notice stating either:
 - 14.4.1 that it accepts the Company's Interim Application referred to in paragraph 14.2; or
 - 14.4.2 that it rejects the Company's Interim Application, stating the reasons for such rejection.
- 14.5 In the event that the Customer rejects the Company's Interim Application under paragraph 14.4.2 the parties shall seek to agree a fair and reasonable alternative sum in respect of the Company's Interim Application. In the event that the parties fail to agree on an alternative sum within 5 (five) Business Days of rejection then the dispute shall be resolved in accordance with clauses 23.3 to 23.5 of the Conditions (Disputes). In the event that the Customer fails to give notice under paragraph 14.4 within 5 (five) Business Days then the Customer shall be deemed to have accepted the Company's Interim Application.
- 14.6 The final date for payment in respect of any Interim Application made by the Company shall be 14 (fourteen) days from the date the Company's Interim Application is accepted under paragraph 14.4 (or is deemed to be accepted), or the parties agree an alternative sum under paragraph 14.5 ("Final Date for Payment"). In order to withhold payment or part payment of an invoice the Customer must serve on the Company a notice specifying the amount proposed to be withheld and the ground for withholding payment, or, if there is more than one ground, each ground and the amount attributable to it ("Notice of Intention to Withhold Payment").
- 14.7 If the Customer fails to pay any sum due in full by the Final Date for Payment and the Customer has failed to serve a valid Notice of Intention to Withhold Payment then without prejudice to any other right or remedy the Company may suspend performance of its obligations in respect of the Works in accordance with Section 112 of the Housing Grants, Construction and Regeneration Act 1996.
- 14.8 In the event of suspension under paragraph 14.7, the Company shall be entitled to payment of any additional expenditure that is the consequence of the suspension or of resuming work after a period of suspension.
- 14.9 Notwithstanding any other provision of this Contract, the Company shall following Practical Completion, issue to the Customer a final account application and invoice in respect of the Charges for the Works (and any additional payment that the Company is entitled to under paragraphs 2.5 and 7.2 and any other provision of this Contract) taking account of any amounts previously paid to the Company (the "Final Account"). The final date for payment in respect of the Final Account for the Works shall be 30 (thirty) days from receipt of such application accompanied by the Company's relevant invoice.
- 14.10 All Charges under these Specific Conditions are, unless otherwise expressly provided, subject to payment within 30 (thirty) days from the date of the Company's invoice.
- 14.11 The Company will not be obliged to provide the Installation Services and/or the Works unless all sums due under this Contract are received as provided for in this Contract.
- 14.12 Upon termination of any Works for any reason, all sums due to the Company for such Works shall become immediately payable by the Customer without set-off or deduction.