

Terms & Conditions & Data Protection



1. Words and Phrases

In these conditions:

"Services" means the engineering and associated services relating to the Customer's Equipment as set out in the proposal specified in our quotation or other agreed documents or discussions between us.

"We", "us" and "our" mean Crouch Electrical Ltd providing Services to you.

"You" and "your" mean the person or company to which we are providing Services.

"Customer's Equipment" means the equipment or material belonging to you, or for which you request us to provide services.

"Making Good" refers to the redecoration or reinstatement or for damage to a dwelling during the course of carrying our Services

2. Incorporation of Conditions

- a) Any contract or agreement to do work made between you and us shall be subject to these conditions, and any terms you put forward do not apply.
- b) All other terms and conditions which might be implied by conduct or a previous course of dealing or trade custom are excluded from this contract.
- c) No amendment or change shall be made to these conditions
- d) These Terms & Conditions do not affect your Statutory Rights. If you have any doubts about your Statutory Rights please contact your local Trading Standards department or Citizens Advise Bureau.

3. Quotations/Prices

- a) Our quotation provides an indication to you of the items on which you may place an order, but no order from you as a result of a quotation (or otherwise) shall be binding upon us unless and until it is accepted or confirmed by us.
- b) A quotation is made on the assumption that the work requested is reasonably capable of being carried out. If on inspection this is found in our opinion not to be the case, we will advise you to this effect as soon as reasonably practicable and may offer you a reconditioned or new substitute on terms to be agreed. If you give a general instruction for repairs without specifying the particular service or replacement parts, we will be entitled to carry out such repairs or, modifications or service as in our opinion are necessary to put the Customer's Equipment in good working order, and to make an appropriate charge for the work and parts provided.
- c) Provided your order is placed within thirty days of the date of the quotation, the price contained on the quotation shall be fixed unless the quotation states otherwise. If your order is not placed in that period, then if any change shall occur after that in the costs of any materials, labour, transport or other items, including overheads, which we have to pay or incur for the performance of the Contract, then you will pay the resultant price.
- d) If delivery and performance are postponed at your request or by circumstance within your control you will pay all resulting costs and expenses we incur.
- e) We will charge for all work carried out at your request, whether exploratory or otherwise and, in particular, we reserve the right to instruct our employees or agents to work overtime to comply with your delivery requirements in which case we may charge you the cost of such overtime.

4. Making Good in Domestic Dwellings

Unless otherwise agreed with you by us, making good is not included in our quotation and is not inclusive of our service. If we are able to anticipate that making good will be required

after completion of a job, we will make you aware at the point of quotation. If we become aware at any point during the job that making good will be required, where we had not previously anticipated, we will make you aware as soon as it comes to our attention. We will take reasonable care to keep damage to a minimum during the course of our work.

You agree that we cannot guarantee the level of making good required after a job. You agree that you are responsible for the costs and arrangements of any making good.

5. Work on Site

If the Services are to be carried out on your premises or at your request at some other site we will need free and safe access to the customer's equipment, together with proper and safe storage and protection of all goods, tools, plant and equipment and materials we have on site. We may also require additional facilities to carry out the Services such as electricity. You will observe and comply with the latest Health and Safety at Work Legislation and ensure that the site is safe and without risk to the health and safety of all persons working there; and you will hold us harmless against all legal and regulatory proceedings, costs and charges in respect of your failure to do so.

6. Payment

Unless otherwise agreed with you by us, we will issue an invoice for the full amount due on completion of the Services. Invoices will be due for payment 30 days from the day on which we despatch the invoice to you. Invoices may be issued electronically unless otherwise agreed where they may be issued by Royal Mail post. All payments will be in pounds Sterling. You will agree to pay by either bank transfer or cheque.

7. Designs Drawings and Specifications

You shall be responsible for the accuracy of any designs, specifications and other data, which you or your employees or agents supply to us, which we use in connection with the Services, even if we examine, inspect or comment upon them. You will hold us harmless against any liability to a third party which we may incur as a result of carrying out the Services in accordance with your instructions or your designs, drawings, specifications or other data.

8. Warranty

- a) We will take reasonable care of the Customer's Equipment whilst it is in our custody and make good any loss damage caused by our failure to exercise reasonable care, our liability being limited to the replacement value of the Equipment.
- b) We also undertake to use reasonable skill and care in carrying out the work and to use materials, which are suitable quality and free from defects.
- c) Unless otherwise agreed, we will rectify defective work and/or defective materials, supplied by us, notified to us in writing within 12 months from the date of the completion of the work and liability for defective work and/or defective materials is limited to the invoice value thereof. We will have no responsibility for materials not supplied by us, notwithstanding materials/products supplied by the customer or other means which were installed or moved by us.
- e) We will have no responsibility for other loss or damage, including (without limitation) loss profit or production, except as required by law.
- d) Unless we have agreed to do so, you will accept full responsibility for examining and testing the Equipment on which we have worked as soon as it is completed and we shall not be responsible for any damage, cost or loss incurred by you

due to your failure to properly test or delay in testing the equipment or in notifying us of any defect in the work.

9. Transportation

i) If we have agreed to transport the Equipment, in the event of loss or damage to Equipment in transit from any cause whatsoever our liability shall be limited at our option to replacing the Equipment or passing on the benefit of insurance. In no circumstances shall we be liable for other loss including (without limitation) loss of production or loss of profit or contracts.

ii) We shall not be liable for any such transit damage unless we and the carriers are notified of such damage or loss within seven days of delivery. It is your responsibility to examine the goods immediately on receipt.

iii) Unless otherwise agreed, the loading or off-loading of the goods on collection or return to you shall be arranged by you and performed at your sole expense and risk.

10 Termination of a Contract

We may bring this Contract for Services to an end if you fail to comply with your obligations under this Contract, within seven days of having been notified by us of the relevant failure. We may also bring this Contract to an end immediately if you are the subject of a petition for a bankruptcy order, or you become insolvent or enter into any composition, scheme or arrangement with your creditors. If you are a corporation or other legal person, we may bring this Contract to an end immediately if a receiver (including an administrative receiver) is appointed over any of your assets or an application is made to appoint an administrator for you. If you are in partnership, we may bring this Contract to an end immediately if the partnership is dissolved. We may also terminate this Contract if any proceedings relating to your insolvency are commenced in any country. If an Agreement ends for any reason, we will be entitled to remove all of our equipment from your premises or from site. You will remain liable to us for any sums which you have not paid, for all work done up to date of termination and for any other breaches of this Contract.

11. Limitation of Liability

We accept that we are liable for any death or personal injury resulting from our negligence or the negligence of our employees or agents acting in the course of their employment. In relation to defects in goods sold to you by us, we may also be liable under the Consumer Protection Act 1987 or equivalent legislation, but only to the extent that such liability cannot lawfully be excluded. Apart from our agreement to rectify any defects or errors in the Services as set out in paragraph 8 above and to replace or repair the Customer's Equipment where there is loss or damage to goods in transit as set out in paragraph 9 above:

a) Our maximum liability to you for the direct loss or damage, either under this Contract or arising from any act or omission, including negligence, will not exceed the total amount paid by you under this Contract.

b) We will not be liable to you under any circumstances for any indirect or consequential losses (including for example, loss of Contracts or loss of profits of production).

The limitations and exclusions in this paragraph apply to any claim, whether in contract, tort (including negligence), breach of any statutory duty or implied term or any other claim, except any liability for death, personal injury or defects in goods supplied to you by us as set out above.

The limitations and exclusions in these conditions reflect the value of this Contract to us and are considered to be reasonable. If you require us to accept greater liability, we may

be prepared to do so subject to agreement of an additional charge to reflect the increased risk and cost of insurance to us.

12. Force Majeure

We will not be liable to you for any failure to perform our obligations under this Agreement where that failure results from any cause outside our reasonable control, including but not limited to natural occurrences, disruption of power supplies, the action of third parties or industrial action.

13. Disputes

Any disputes which we cannot settle amicably relating to the nature or quality of the Services will be referred to an expert to be agreed. The written report of the expert will as between you and us be conclusive evidence of all matters of fact and all matters of opinion set in the report and the charges of the expert shall be borne and paid as the expert may direct.

14. VAT

Unless indicated otherwise, all sums payable under this Contract are stated exclusive of Value Added Tax (which will be charged at the rate prevailing at the relevant tax point) and any other tax or duty chargeable under any relevant legislation.

15. Assignment/Third Parties

You will not assign your rights under this Agreement without our express written approval. We may sub-contract the provision of certain of the Services at our discretion. No third party shall acquire any rights under this Contract except as specifically stated in these conditions.

16. Notices

Any notice to be given by you or us must be in writing and may be delivered by electronic mail. Notices to us should be sent to us at the address stated on our quotation, acknowledgement or invoice. Any notice given to you will be sent to you at the address supplied at the time of order. You and we are free to provide an alternative address for notices at any time. Electronic notices will be assumed to have been delivered on the next working day after transmission, and notices sent by first class post will be assumed to have been delivered two working days after they are sent.

17. Waiver

Any express or implied by us of any failure by you to perform your obligations under this Agreement will not prevent the subsequent enforcement of those obligations. Similarly, any waiver we give will not be taken to be a waiver of any subsequent failure by you to perform that or any other obligation.

18. Whole Agreement

This Contract constitutes the entire agreement between us relating to the Services and overrides any prior correspondence or statements relating to the Services (including any statements or representations in any advertisements or literature produced by us relating to the Services).

19. Validity

If any provision of this Agreement is ruled to be invalid for any reason, that invalidity will not affect the rest of this Agreement, which will remain valid and enforceable in all respects.

20. Law

This Agreement is governed by English Law.

Data Protection Statement May 2019



From 25th May 2018, the EU General Data Protection Regulation (GDPR) replaces the existing 1995 EU Data Protection Directive (European Directive 95/46/EC). Crouch Electrical Ltd will comply with the applicable GDPR Regulations, working alongside its employees, suppliers, customers, clients and their employees.

This statement aims to outline Crouch Electrical Ltd.'s GDPR strategy and policies surrounding data control and processing. It is subject to change or removal without notice and an updated copy will always be available on our website.

Contact Details

Crouch Electrical Ltd, registered as Crouch Electrical Limited. Company Registration No.08388217

Correspondence and Trading address: Victory House, 400 Pavilion Drive, Northampton, NN4 7PA
Registered address 15 High Street Brackley NN13 7DH England

Email: info@crouch-electrical.co.uk
Telephone: 01604 877269

How we collect Personal Information

We will obtain personal data about you, including but not limited to:
your name, email, postal address, telephone number(s) i.e. your contact details, whenever you complete an online form or make a telephone enquiry; in general, all data required by Crouch Electrical to offer you its services within the scope of and on the basis of the agreement concluded between Crouch Electrical Ltd and you/your employer.

We collect and store information when you visit our website and, this may include using cookies and similar technologies to monitor site performance and build a profile of our users. When you interact with our services we may identify, for example:

- how many times you visit
- what pages you go to within our website
- your IP address
- the originating domain name of your internet provider
- identity of your browser or device

Cookies do lots of different jobs, like helping us understand how our website is being used, letting you navigate between pages efficiently, remembering your preferences, and generally improving your browsing experience. Cookies can also help ensure the marketing you see online is more relevant to you and your interests.

You can set your browser to block or disable cookies (see the 'Help' menu of your browser to see how), however doing this will mean certain personalised features of our websites can't be provided to you and other parts may also not work properly.

Your duty to inform us of any changes

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

How we use Personal Information

We use your personal information for the following purposes:

- to facilitate the provision of services you or your employer have requested
- to help us identify you and any accounts you or your

employer hold with us

- administration
- research, statistical analysis and behavioural analysis
- customer profiling and analysing your preferences
- marketing
- fraud prevention and detection
- Invoicing
- improving our services

How we Disclose Personal Information

Crouch Electrical Ltd does not and will not sell, rent or trade your personal information. We only forward your personal data to third parties if necessary; (i) in cases specified in these conditions, (ii) in accordance with the agreement concluded with you, and (iii) in the cases specified below:

- to third parties that process your personal data on our behalf, in the context of the services which we are offering to you
- to third parties that supply products or services to you on our behalf
- to public authorities, courts, police authorities and judicial services that request the data from us or when we are required to do so by law;
- to your employer (if applicable) – as the contract holder of your services
- to any third party to which we assign our rights and obligations

Access to your Personal Information

You have the right to request access to any personal data we may hold about you and, to ascertain the accuracy of that information. To apply for a 'Subject Access Request', an individual must:

- make the request in writing to Crouch Electrical Ltd, Victory House, 400 Pavilion Drive, Northampton, NN4 7PA
- supply information to prove who they are to eliminate risk of unauthorised disclosure
- supply appropriate information to help us locate the required information

We allow you to challenge the data that we hold about you and, where appropriate, you may have the data; erased or rectified/amended. If your employer has an agreement where Crouch Electrical Ltd has a responsibility to process your data, we request that you first discuss this with your employer.

We may reject requests that are unreasonably repetitive, require disproportionate technical effort (for example, developing a new system or fundamentally changing an existing practice), risk the privacy of others, or would be extremely impractical (for instance, requests concerning information residing on backup systems).

How we Secure Personal Information

Crouch Electrical Ltd strictly protects the security of your personal information and honours choices for its intended use. We carefully protect your data from loss, misuse, unauthorised access or disclosure, alteration, or destruction. Your personal information is never shared outside the company without your permission, except under the conditions explained above. Inside the company, data is stored on secure servers that are housed in controlled environments to protect against loss, misuse or alteration of your information.

Crouch Electrical Ltd will only store your personal data for as long as is necessary for fulfilling the purpose for which the data was collected and for meeting legal, regulatory and/or internal requirements.

How long we will Retain Data

Crouch Electrical Ltd will keep data on file for a period of 6 years unless otherwise stipulated. Data will be hard erased after this time unless the data subject requests otherwise.

How we Delete Data

Crouch Electrical Ltd aims to keep data on file for a period of 6 years unless otherwise stipulated. Data will be hard erased after this time unless the subject of the data requests otherwise or has been engaged with during this time and data on them is necessary for archiving purposes in the public interest. Subjects of data have the right to be forgotten and erased from records upon request. Subjects must request their

data by letter stipulating what data they would like erased and this will be processed within 10 working days. We would send confirmation of this either by email or letter.

If you want to make a complaint about how we have handled your Data

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues (www.ico.org.uk).

Crouch Electrical Ltd aim to deliver an excellent service. We want to gain the trust of our clients and customers and data subjects and aspire to treat data collected on them with integrity and respect.

Crouch Electrical Ltd will review and update their GDPR statement and policies on a regular basis and in line with new legislation relating to protection of personal data.