

AERIAL INSTALLATION SERVICES - TERMS AND CONDITIONS (B2B)

BACKGROUND:

These Terms and Conditions shall apply to the provision of aerial installation services by <<Insert name of Installer>> of <<Insert location>> ("Installer") to customers that require their aerial installation services.

1. Definitions and Interpretation

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

"Agreement"	comprising an agreement in the form of the Agreement attached hereto as Schedule 1 and is subject to, these Terms and Conditions and the Quotation which the Parties will enter into upon the acceptance of the Quotation;
"Agreed Date"	the date of the provision of the Services as agreed by the Parties [as set out in Schedule 1];
"Agreed Times"	the times at which the Parties shall agree upon the provision of the Services and the Installer shall have access to the property for the Job [as set out in Schedule 1];
"Business Day"	any day other than a Saturday or Sunday) on which the Parties are open for their full range of services at <<Insert location>>;
"Customer"	any person or entity that requires the Services subject to these Terms and Conditions and the Agreement, being a "consumer" for the purposes of a "consumer" as defined by the Consumer Rights Act 2015;
"Deposit"	the sum of money referred to in Clause 3;
"Equipment"	the equipment provided by the Installer for the Job, but not be limited to, a crane, ladders, etc;
"Final Fee"	the sum of money payable which shall be payable in accordance with Clause 4 of these Terms and Conditions;
"Job"	the work in full of all of the required services as set out in the Quotation;
"Order"	the initial request to acquire the Services as described in Clause 2 of these Terms and Conditions;
"Products"	the materials required for the completion of the Job which the Installer shall procure, supply and install (including, but not limited to, the Equipment);

“Property”	the Customer’s property or premises, as detailed in the Order and the Agreement, at which the Job is to be performed;
“Quotation”	a quotation detailing proposed fees and services to be provided to the Customer in accordance with Clause 2 of these Terms and Conditions. Any such quotation shall be deemed to incorporate, and be subject to, these Terms and Conditions; and the acceptance of a Quotation shall be deemed to be an acceptance of an Order;
“Quoted Fee”	the fee which will be quoted to the Customer in the Quotation following the Order which may vary according to the actual work undertaken as set out in the Schedules of these Terms and Conditions;
“Services”	the aerial installation services provided by the Supplier as detailed in Clause 6 of these Terms and Conditions; and
“Visit”	any occasion, scheduled or otherwise, on which the Supplier shall visit the Property to render the Services.

1.2 Unless otherwise stated, each reference in these Terms and Conditions to a singular noun shall include the plural and vice versa.

1.2.1 A reference to a similar expression, includes a reference to any similar expression used by electronic transmission or similar means;

1.2.2 A reference to a statute is a reference to that statute or to any statute subsequently amended or re-enacted at the relevant time;

1.2.3 A reference to “these Terms and Conditions” is a reference to these Terms and Conditions and the Schedules as amended or supplemented at any time;

1.2.4 A reference to “these Terms and Conditions” shall include any Schedules to these Terms and Conditions;

1.2.5 A reference to a “Clause” is a reference to a Clause of these Terms and Conditions (including the Schedules) or a paragraph of the relevant Schedule;

1.2.6 References to “the parties” refer to the parties to the Agreement.

1.3 These Terms and Conditions are for convenience only and shall not affect upon the interpretation of these Terms and Conditions.

1.4 Where a singular number shall include the plural and vice versa.

1.5 References to gender shall include any other gender.

1.6 References to “person” shall include corporations.

2. Orders

2.1 The Customer shall place orders for their Services through <<insert methods of ordering>>.

2.2 Where the Customer shall set out, in detail, the Services ordered. The Order shall include the location of the Property, the type of

- Equipment required and appropriate location (e.g. roof, wall, loft etc.). [The Installer shall provide the details set out in the Agreement.]
- 2.3 Once the Order is received, the Installer shall, unless they do not wish to provide the Services required, prepare and submit a Quotation to the Customer by email or first-class post which shall set out the details of the Services required, the Quoted Fee, detailed in Clauses 3 and 4, and the Particular Information, which particular information (if any) is accepted for the purpose of the Quotation.
- 2.4 The Customer shall, prior to accepting the Quotation, shall change to a revised Quotation in which they are prepared to accept the Quoted Fee, by telephone, email or otherwise agreed in writing for acceptance with the Installer.
- 2.5 Notwithstanding the Order or the Customer's acceptance of a Quotation, no binding agreement shall exist or be deemed to exist until a Deposit has been paid by the Customer. On a binding agreement between the Installer and the Customer, the Deposit shall come into existence.
- 2.6 Notwithstanding the Order or the Customer's acceptance of a Quotation, no binding agreement shall exist or be deemed to exist until a Deposit has not been paid by the Customer. On a binding agreement between the Installer and the Customer, the Deposit shall come into existence.
3. **Deposit**
- 3.1 At the time of acceptance of the Quotation, the Customer shall pay a Deposit to the Installer. The Deposit shall be the sum of the Quoted Fee >>.
- 3.2 Subject to the provisions of Clause 3.1, the Deposit shall be non-refundable.
4. **Fees and Payment**
- 4.1 The Quoted Fee shall be payable for the Services and for the Products required to complete the Job [and is further detailed in the Quotation and the Agreement; the Final Fee shall be adjusted to a necessary minimum.
- 4.2 The Installer shall endeavour to use only the Products specified in the Quotation and the Agreement; the Final Fee shall be adjusted to a necessary minimum.
- 4.3 In the event that the Quoted Fee increases or the Installer increases the Quoted Fee, the Customer shall be notified of the increase to be procured by the Installer for the Services to be procured by the Customer's acceptance of

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the commencement of the Services, the Installer shall inform the Customer of any such increase and of any difference in the Final Fee.

4.4 The Customer shall pay the Installer the Final Fee when the project is complete and the Job is complete.

4.5 All payments shall be made within <<insert period e.g. 14 days>> of receipt by the Customer.

4.6 Any amount not paid following the expiry of the time period set out above shall incur interest on a daily basis at <<insert interest rate>> above the base rate of <<insert name of bank>> obtaining the current rate.

5. Risk and Title

5.1 Risk of loss of the Products shall pass to the Customer at the time the Products are delivered to the Property or otherwise used for the provision of the Services.

5.2 Notwithstanding the passing of risk in the Products under sub-Clause 5.1, ownership and title in the Products, under these Terms and Conditions, legal and beneficial title shall not pass to the Customer until the Installer has received full payment in full of the Final Fee due.

5.3 Until full payment has been made to the Installer in accordance with these Terms and Conditions, title in the Products has passed to the Customer. The Customer shall be in possession of the Products as bailee of the Installer. The Customer shall, wherever possible (i.e. where they have access to the Property), store such Products on the Property or in a secure property or materials belonging to the Customer.

6. Service

6.1 The Equipment shall be installed in accordance with the specification set out in the Agreement and in the Agreement (as may be amended by the Installer from time to time).

6.2 The Installer may provide sketches, impressions, plans or similar material to assist the Customer in the location of the Job. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification or guarantee specific results.

6.3 The Installer shall advise the Customer on the best placement and position of the Equipment. The Customer is free to ignore such advice and to position the Equipment in a different location than recommended by the Installer; however, in such circumstances, the Installer cannot guarantee that a good signal will be received.

6.4 The Installer shall make reasonable endeavours to find the best signal and direct the Equipment to receive it. The Installer is not responsible for any weakness in the signal received which is beyond their control including, but not limited to, interference from other transmitters.

6.5 If the Installer cannot find a suitably strong signal, they may recommend the Customer purchase additional equipment (e.g. an amplifier). The Customer is free to purchase such additional Equipment but the Installer cannot guarantee the poor television reception which may result.

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- and, where possible, be tidily confined to areas where the work is being carried out by the Installer.
- 6.13 For the duration of the Job the Customer shall have a period of <<insert period>> which to inspect the completed work and to notify the Installer of any defects. The Installer shall correct such defects at no additional cost to the Customer.
7. **Customer Access**
- 7.1 If for any reason other permissions are needed from any third party, such as planning authorities, local authorities or similar, it shall be the Customer's responsibility to obtain the same in advance of the Services.
- 7.2 The Customer shall ensure that the Installer can access the Property at the Agreed Times for the Services.
- 7.3 The Customer shall have the option of giving the Installer a set of keys to the Property to be present at the Agreed Times to give the Installer access to the Property. The Customer warrants that all keys shall be kept safely and securely.
- 7.4 The Customer shall ensure that the Installer has access to electrical outlets and running water.
- 7.5 The Customer shall give the Installer at least <<insert period e.g. 24 hours>> notice if the Installer will be unable to provide the Services on a particular time. The Installer will not invoice for the Services if such notice is given. If less than <<insert period e.g. 24 hours>> notice is given the Installer shall have the right to invoice the Customer at the Installer's normal rate.
8. **Cancellation and Rescheduling**
- 8.1 The Customer shall be able to cancel or reschedule the Job at any time before the Agreed Date. The following shall apply to cancellation or rescheduling:
- 8.1.1 If the Customer cancels the Job more than <<e.g. 28 days>> before the Agreed Date the Installer shall issue a full refund of all sums paid, including the Deposit.
- 8.1.2 If the Customer reschedules the Job more than <<e.g. 28 days>> before the Agreed Date the Installer shall retain all sums paid, including the Deposit, and shall deduct all such sums from any related to the rescheduled Job.
- 8.1.3 If the Customer cancels the Job less than <<e.g. 28 days>> but more than <<e.g. 14 days>> before the Agreed Date the Installer shall retain all sums paid, including the Deposit.
- 8.1.4 If the Customer reschedules the Job less than <<e.g. 28 days>> but more than <<e.g. 14 days>> before the Agreed Date the Installer shall retain all sums paid, including the Deposit and shall deduct all such sums from any related to the new Job. A new Deposit shall be payable on the rescheduled Job.
- 8.1.5 If the Customer cancels the Job less than <<e.g. 14 days>> before the Agreed Date the Installer shall retain all sums paid and any

- outstanding be issued. immediately payable. No refund shall
- 8.1.6 If the Customer less than <<e.g. 14 days>> before
the Agreed I retain all sums paid and any
outstanding immediately payable. No refund shall
be issued and toward the [Final Fee] fees and
Deposit pay Job.
- 8.2 The Installer must time before the Agreed Date and
shall refund all deposit.
9. **Liability, Indemnity**
- 9.1 The Installer shall in place at all times suitable and
valid insurance liability insurance.
- 9.2 The Installer's damage caused as a result of its
negligence or breach of Conditions or of the Agreement
shall be limited to
- 9.3 The Installer is not damage suffered by the Customer
that results from to follow any instructions given by
the Installer.
- 9.4 Nothing in these or in the Agreement shall limit or
exclude the Installer's personal injury.
- 9.5 Subject to sub- Installer shall indemnify the Customer
against any costs, claims or proceedings arising out
of the Installer's or any breach of these Terms and
Conditions or of
- 9.6 The Customer shall Installer against any costs, liability,
damages, loss, or arising out of the Customer's failure
to meet any of other breach of these Terms and
Conditions or of
10. **Guarantee**
- 10.1 The Installer guarantee of all Services provided shall be
free from any defects period of <<insert period e.g. 12
months>> follow
- 10.2 If any defects in Services appears during the guarantee
period set out in Installer shall rectify any and all such
defects at no cost
- 10.3 All Products shall period of <<insert period e.g. 12
months>> follow Customer and installation at the
Property.
- 10.4 The Guarantees 10 shall be subject to the various
exclusions set out
11. **Data Protection**
- The Installer will only use all data as set out in the Installer's
<<insert document name, e available from <<insert location(s)>>.

12. Force

- 12.1 No Party will be liable for any failure or delay in performance where such failure or delay results from any cause beyond the reasonable control of that Party ("Force Majeure"). Such causes are not limited to: power failure, internet service interruption, natural action, civil unrest, fire, flood, storms, terrorism, acts of war, pandemic, or governmental action or dissimilar event that is beyond the control of the Party.
- 12.2 [If a Party to the Agreement cannot perform their obligations due to Force Majeure for a continuous period of <<insert period>>, the Party may at its discretion terminate the Agreement by giving written notice at that period. In the event of such termination, the Party shall make a fair and reasonable payment for all Services provided up to the date of termination. Such payment shall take into account the Party's actual commitments entered into in reliance on the Agreement.]

13. Termin

- 13.1 Either Party may immediately terminate the Agreement by giving written notice to the other Party.
- 13.1.1 The Party may terminate the Agreement if that other Party under any of the provisions of the Agreement is not paid within <<insert period>> of the due date for payment;
- 13.1.2 The Party may terminate the Agreement if that other Party commits any other breach of any of the provisions of the Agreement, the breach is capable of remedy, fails to remedy the breach within <<insert period>> Business Days after being given written notice of the particulars of the breach and requiring it to be remedied;
- 13.1.3 The Party may terminate the Agreement if that other Party is a liquidator, receiver, or where that other Party is a trustee or administrator of any of the property or assets of the Party;
- 13.1.4 The Party may terminate the Agreement if that other Party enters into any voluntary arrangement with its creditors or becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
- 13.1.5 The Party may terminate the Agreement if that other Party, being an individual or firm, has a bankruptcy order made against it, or being a company, goes into liquidation (except for the purpose of a re-organization or amalgamation or re-construction and in such case the other Party resulting therefrom effectively agrees to be bound by the obligations imposed on that other Party under the Agreement);
- 13.1.6 The Party may terminate the Agreement if that other Party is subject to any of the foregoing under the law of any jurisdiction to which that other Party is subject;
- 13.1.7 The Party may terminate the Agreement if that other Party ceases, or threatens to cease, to carry on business; or
- 13.1.8 The Party may terminate the Agreement if that other Party is acquired by any person or connected with any person under the control of that other Party on the date of the termination for the purposes of this Clause 13, "control" and "connected with" shall have the meanings ascribed thereto by sections 22 and 222 respectively of the Corporation Tax Act 2010.

- 13.2 For the purpose of Clause 13.1, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
- 13.3 Where the Customer is in breach of the Agreement under sub-Clause 13.1, the Deposit and other monies paid by the Customer shall be refunded in full, and it shall be payable under the Agreement.
- 13.4 The rights to terminate the Agreement and the remedy of either Party shall not prejudice any other right or remedy in respect of a breach concerned (if any) or any other breach.
- 14. Effects of Termination**
- Upon the termination of the Agreement, the following shall apply:
- 14.1 any sum owing by the Customer to the Supplier under any of the provisions of the Agreement shall be due and payable;
- 14.2 all Clauses which, by their nature, relate to the period after the expiry of the Agreement shall remain in full force and effect;
- 14.3 termination shall not deprive either Party of any right to damages or other remedy which they may have in respect of the event giving rise to the termination, or of any damages or other remedy which any Party may have in respect of a breach of the Agreement which exists at or before the date of termination;
- 14.4 termination shall not affect the obligations of either Party except in respect of any accrued rights neither Party shall have any obligation to the other.
- 15. No Waiver**
- No failure or delay by either Party in exercising its rights under the Agreement shall be deemed to be a waiver of any provision of the Agreement or a breach of the same or any other provision of the Agreement.
- 16. Further Assurance**
- Each Party shall execute all such deeds, documents and things as may be necessary to carry out the Agreement into full force and effect.
- 17. Costs**
- Subject to any provisions to the contrary, each Party shall pay its own costs of and incidental to the negotiation, conclusion and carrying into effect of the Agreement.
- 18. Set-Off**
- Neither Party shall be entitled to set-off or sums received in respect of the Agreement at any time.
- 19. Assignment and Subcontracting**
- 19.1 [Subject to sub-Clause 19.2, the Agreement shall be personal to the Parties. Neither Party shall assign, sub-contract, mortgage, charge (otherwise than by floating charge) or otherwise delegate any of its rights

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19.2 [The Parties shall be deemed to have authorised any member of their group or through suitably qualified contractors. Any act or omission of such other member shall, for the purposes of the Agreement, be deemed to be the act or omission of the Installer.]

20. Time

[The Parties shall agree the dates referred to in the Agreement shall be of the essence of the Agreement.]

OR

[The Parties shall agree the dates referred to in the Agreement are for guidance only and dates referred to in the Agreement are for guidance only in the absence of the Agreement and may be varied by mutual agreement.]

21. Relationship

Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture or any other relationship between the Parties other than the relationship provided for in the Agreement.

22. Third Parties

No part of this Agreement shall be deemed to confer rights on any third parties and the Third Parties Act 1999 shall not apply to the Agreement.

23. Notices

23.1 All notices shall be in writing and be deemed duly given on the day of delivery to a duly authorised officer of the Party to whom given.

23.2 Notices shall be deemed to have been duly given:

23.2.1 if delivered by courier or other messenger (including overnight) outside normal business hours of the recipient; or

23.2.2 if delivered by e-mail and a successful return receipt is received.

23.2.3 if delivered by post, on the day following mailing, if mailed by national pre-paid.

In all cases, notices shall be addressed to the most recent address, or e-mail address, of the other Party.

24. Entire Agreement

24.1 This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter and may not be modified except by an agreement in writing signed by the duly authorised representatives of the Parties.

24.2 Each Party shall acknowledge that, in entering into the Agreement, it does not intend to make any representation, warranty or other provision except as stated in the Agreement.

expressly provided
terms implied by
permitted by law

all conditions, warranties or other
are excluded to the fullest extent

25. Counterparts

The Agreement may be entered into on separate counterparts, each of which shall be a duplicate original, but all of which when taken together shall constitute one and the same instrument. No counterpart is binding until each Party has executed at least one counterpart.

of counterparts and by the Parties
so executed and delivered shall be
either shall constitute one and the
until each Party has executed at

26. Severance

In the event that one or more of the Terms and Conditions is found to be invalid, unenforceable or otherwise unenforceable, that provision(s) shall be severed from the remainder of the Agreement and/or these Terms and Conditions shall remain in full force and effect.

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and or otherwise unenforceable, that
the remainder of the Agreement
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27. Dispute Resolution

27.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through negotiations between their appointed representatives.

dispute arising out of or relating to
ns between their appointed
settle such disputes.

27.2 [If negotiations do not resolve the matter within <<insert period>> days of the date of invitation to negotiate, the parties will attempt to resolve the matter in good faith through an agreed Alternative Dispute Resolution procedure.]

do not resolve the matter within
invitation to negotiate, the parties
good faith through an agreed
cedure.]

27.3 [If the ADR procedure does not resolve the matter within <<insert period>> days of that procedure, or if either Party does not participate in the procedure, the dispute may be referred to arbitration by either Party.]

27.2 does not resolve the matter
of that procedure, or if either Party
e, the dispute may be referred to

27.4 The seat of the arbitration shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and the Rules for Arbitration of the International Chamber of Commerce (ICC) as amended from time to time. In the event that the Parties are unable to agree on an arbitrator(s) or the Rules for Arbitration, either Party may apply to the President or Deputy President of the Chartered Institute of Arbitrators for a decision on rules of arbitration.

clause 27.3 shall be England and
d by the Arbitration Act 1996 and
the Parties. In the event that the
ator(s) or the Rules for Arbitration,
ce to the other Party, apply to the
e being of the Chartered Institute
arbitrator or arbitrators and for any

27.5 Nothing in this Clause shall be construed as applying to a court of law.

either Party or its affiliates from
liability.

27.6 The decision and award of the arbitrator(s) shall be final and binding on both Parties.

method of dispute resolution under
ding on both Parties.

28. Law and Jurisdiction

28.1 The Agreement (including any non-contractual matters arising therefrom or associated therewith) shall be governed by the laws of England and Wales.

Conditions (including any non-
arising therefrom or associated
onstrued in accordance with, the

28.2 Subject to the provisions of this Clause 27, any dispute, controversy, claim or litigation relating to the Agreement or its performance shall be referred to the arbitration of the arbitrator(s) appointed under this Clause 27.

27, any dispute, controversy,
ies relating to the Agreement or

the [name] (including any non-contractual matters and
obligations arising from or associated therewith) shall fall within the
jurisdiction of the courts of England and Wales.

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THIS AGREEMENT

day of

BETWEEN:

- (1) <<Name of Installer>> [a number <<Company Registration Number>>] <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<insert Address>> ("the Installer")
- (2) <<Name of Customer>> a number <<Company Registration Number>> <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<insert Address>> ("the Customer")

WHEREAS:

- (1) The Installer provides aerial services, as specified hereunder, and hereby agrees to provide those services, in accordance with, and subject to, the Quotation, the Terms and Conditions of the Agreement.
- (2) The Customer wishes to receive those services in accordance with, and subject to, the Quotation, the Terms and Conditions of the Agreement, and this Agreement.

IT IS AGREED as follows:

1. The Agreement

- 1.1 Any and all references to "the Agreement", "the Terms and Conditions", "the Quotation", or the Quotation, shall be deemed to refer to the attached Terms and Conditions or the Quotation, as the case may be, for the provision of the Services between the Parties.
- 1.2 By executing this Agreement, the Parties agree to be bound by, and the provision of, the Terms and Conditions, the Quotation, and the provision of the Services.
- 1.3 This Agreement shall be deemed to be executed upon its execution by both Parties.

2. The Services

The Services shall commence on the date of <<insert date>> and shall be provided during the Agreement term of <<insert duration>> at the Property located at <<insert address>>.

Specification / Description of Services

Relevant Dates / Times

3. Fees and Payment

<<Insert full details of fees and payment terms as detailed in the Quotation>>

4. Electronic Signature

It is acknowledged that the Agreement has been signed by:

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- 4.1 By electronic signature (whatever form the electronic signature takes); or
- 4.2 By manuscript signature; or
- 4.3 Or by electronic signature (whatever form the electronic signature takes) if the Other Party signing by manuscript signature.

Each Party agrees that electronic signature will be as conclusive as a signature and by this Agreement as if signed by that Party by means of an electronic signature.

IN WITNESS WHEREOF This Agreement has been duly executed the day and year first before written

SIGNED by
<<Name and Title of Installer>>
for and on behalf of

In the presence of
<<Name & Address>>

SIGNED by
<<Name and Title of Customer>>
for and on behalf of

In the presence of
<<Name & Address>>