

SUPPLEMENTARY CONDITIONS FOR DATA CABLING

YOUR AGREEMENT WITH US (this “AGREEMENT”) IS MADE UP OF THE FOLLOWING DOCUMENTS:

- (i) THESE SUPPLEMENTARY CONDITIONS FOR DATA CABLING;
- (ii) THE CONDITIONS FOR SUPPLY OF PRODUCTS & SERVICES;
- (iii) THE RELEVANT ORDER FORM(S) OR QUOTE OR PROPOSAL;

In the event of conflict, these Supplementary Conditions take precedence.

These conditions:

- a) Apply to all contracts between you and us and override any terms you seek to impose.
- b) Exclude all terms implied by law, trade custom, or prior dealings to the fullest extent permitted.
- c) Cannot be varied except in writing signed by us.

1 DEFINITIONS

- 1.1. **Services** – The supply and installation of structured data cabling, containment, termination, testing, fault-finding, and associated Works described in our Quotation or agreed in writing.
- 1.2. **Works** – The physical installation activities carried out by us as part of the Services.
- 1.3. **Scope of Works** – The detailed description of the Services as often defined in our Quotation.
- 1.4. **We / Us / Our** – easyNetworks Ltd, 1.1 Central Point, Kirpal Road, Portsmouth, Hampshire, PO3 6FH.
- 1.5. **You / Customer / Client** – The organisation contracting with us and any person acting with its authority.
- 1.6. **Approved Premises** – The specific site or location stated in our Quotation or Order.
- 1.7. **Customer Equipment** – Any equipment, systems, fixtures, finishes, or materials owned or controlled by you or third parties that we work on or around.
- 1.8. **Equipment** – Any tools, plant, materials, or equipment owned or controlled by us and used to carry out the Works.
- 1.9. **Quotation** – Our written offer to carry out the Services.
- 1.10. **Purchase Order** – Your written instruction to proceed based on our Quotation.
- 1.11. **Variation** – Any change whatsoever to the Scope of Works, quantities, programme, access, working conditions, sequencing, location, drawings, or assumptions on which the Quotation was based.
- 1.12. **Working Hours** – Monday to Friday, 08:00–17:00, excluding public holidays.
- 1.13. **RAMS** – Our Risk Assessment and Method Statement.
- 1.14. **Programme** – The schedule for delivery of the Works as agreed in writing.

2 QUOTATION, SURVEY & PRICING

- 2.1. All Quotations are subject to site survey unless expressly stated otherwise in writing.
- 2.2. Quotations are based on assumptions of:
 - 2.2.1. free and uninterrupted access to work areas including permits to work
 - 2.2.2. safe working conditions and provision of appropriate welfare facilities.
 - 2.2.3. clear and continuous cable routes as required
 - 2.2.4. agreed working hours
 - 2.2.5. no hidden obstructions, or restrictions
 - 2.2.6. use of Equipment listed in our RAMS

- 2.3. All prices are valid for 30 days from the Quotation date unless stated otherwise.
- 2.4. A Quotation does not constitute acceptance. No contract is formed until we confirm acceptance in writing.
- 2.5. If actual site conditions at the Approved Premises differ from those assumed during survey, we reserve the right to revise pricing, Programme, resources or working method accordingly and issue a Variation.
- 2.6. All prices are quoted for the overall solution and Scope of Works described in the Quotation and are not invoiced on a per-port, per-outlet, or per-unit basis. The number of data outlets, or network ports specified is used as a design and pricing reference only and reflects factors including, but not limited to, cable routing, containment, access requirements, setup time, testing, supervision, and fixed overheads.
- 2.7. Any reduction in outlets, ports, or quantities does not automatically entitle you to a price reduction and shall constitute a Variation.
- 2.8. No reduction shall apply unless expressly agreed by us in writing. We may maintain the original contract value where fixed costs, labour, setup, supervision, access, or Programme are materially unaffected.

3 SCOPE AND LOCATION OF WORKS

- 3.1. Works are strictly limited to, and priced for, installation at the Approved Premises identified in our Quotation, order acknowledgement, or otherwise confirmed in writing..
- 3.2. Any reduction, Variation, cancellation, or non-utilisation of quantities at the Approved Premises shall not entitle you to transfer, reallocate, defer, bank, or apply any unused materials, labour, or Works to any other site, premises, or future project.
- 3.3. We shall have no obligation to carry out Works at any location other than the Approved Premises unless expressly agreed by us in writing as a formal Variation and priced separately.
- 3.4. Works requested at any location other than the Approved Premises shall constitute a new and separate Scope of Works requiring a Variation or a new Quotation, agreement, and scheduling at our discretion.
- 3.5. The Works are further limited to the specific work areas, sections of site, rooms, floors, buildings, installation zones, and/or project phases assumed at Quotation stage. Any change to these areas or phases that is not expressly agreed in writing shall constitute a Variation and may require a revised Quotation and Programme.

4 ACCESS, RESTRICTIONS AND WORKING CONDITIONS

- 4.1. You shall provide free, safe and uninterrupted access to all agreed work areas during the scheduled Programme.
- 4.2. If access is restricted, delayed, phased, shared with others, limited to certain hours, or otherwise altered from what was assumed at Quotation stage, this shall constitute a Variation.
- 4.3. We reserve the right to charge additional costs arising from:
 - 4.3.1. restricted or supervised access
 - 4.3.2. stop/start working
 - 4.3.3. out-of-hours or weekend working
 - 4.3.4. waiting time
 - 4.3.5. resequencing of Works

- 4.3.6. additional labour, visits or supervision
 - 4.3.7. new or additional working method changes
- 4.4. Where restrictions affect our ability to carry out the Services efficiently or safely, we reserve the right to:
 - 4.4.1. issue a new Scope of Works or Programme
 - 4.4.2. issue a Variation
 - 4.4.3. revise the Quotation
 - 4.4.4. suspend the Services until access is resolved
 - 4.4.5. or terminate the contract in accordance with Clause 14
- 4.5. You shall provide an authorised site contact capable of approving access, permits, and day-to-day decisions related to the Works.
- 4.6. If we attend the site on the scheduled date and are unable to perform the Services due to circumstances caused by the Customer, other trades, contractors, incomplete work by others, site conditions, or any other factors outside our control, the full daily charge will still apply. This applies regardless of whether any work is carried out, partially completed, or delayed. Repeated delays or rescheduling caused by the Customer or other parties may incur additional charges at our standard daily rates.

5 VARIATIONS

- 5.1. Any change to the Scope of Works, quantities, Programme, working methods, access arrangements, sequencing, locations, drawings, site conditions, assumptions, or any other aspect of the Works shall constitute a Variation.
- 5.2. All Variation requests or instructions must be issued in writing. No verbal instruction or informal request shall constitute a valid Variation.
- 5.3. We will only act on Variation instructions received from the party responsible for payment under this contract. Instructions from the Client's clients, other contractors, consultants, or any third party who is not responsible for paying our invoices will not be accepted, unless we receive explicit written authorization from the party responsible for payment.
- 5.4. Where a Variation is requested or instructed by any person other than the bill payer, we reserve the right to refuse the instruction or to require written confirmation from the bill payer before proceeding.
- 5.5. Variations shall be carried out only where instructed or agreed in writing and shall be charged on a time and materials basis or at agreed rates, unless expressly agreed otherwise in writing.
- 5.6. We shall be under no obligation to commence or continue any varied work until the Variation scope, associated costs, and any Programme impact have been agreed in writing, except where such work is reasonably necessary to address immediate safety, statutory, or compliance requirements.
- 5.7. Any Variation Works shall be priced using our standard charge rates applicable at the time the Variation is carried out, and not the rates, discounts, or pricing structure applied within the original Quotation, unless expressly agreed otherwise by us in writing.

6 EXISTING INFRASTRUCTURE AND THIRD-PARTY SYSTEMS

- 6.1. We are not responsible for the condition, compliance, suitability, or performance of any existing infrastructure, systems or Customer Equipment, including but not limited to existing cabling, containment, cabinets, power supplies, network equipment, third-party systems,

ceiling tiles, flooring, finishes, decorative or cosmetic elements, or any other building fabric or fixtures encountered during the Works. Any defects, damage, non-compliance, or performance issues relating to such items remain the responsibility of the Client or relevant third party.

- 6.2. Faults arising from existing infrastructure or Customer Equipment are excluded from our responsibility.
- 6.3. Any remedial work required to existing systems will be treated as a Variation unless expressly included.
- 6.4. We are not responsible for customer-supplied materials that are defective, incomplete, or unsuitable.

7 WORK ON SITE

- 7.1. The Customer is responsible for ensuring the site complies with all applicable health and safety legislation.
- 7.2. The Customer shall provide access to all necessary facilities, welfare, and power, and as required to carry out the Works.
- 7.3. It is the responsibility of the Customer, and not ours, to ensure that any required firestopping, making good, decoration, or cosmetic reinstatement is carried out by a competent person following completion of our installation.
- 7.4. We shall not be liable for delays, additional costs, or damage caused by unsafe conditions, restricted access, or the actions of third parties.
- 7.5. The Customer shall inform us of the presence of asbestos or any other hazardous materials at the site.
- 7.6. If asbestos or any other hazardous material, unsafe condition, or hidden site hazard is discovered during the Works, we reserve the right to:
 - 7.6.1. stop or suspend Works immediately
 - 7.6.2. issue a Variation for additional costs, time, or resources
 - 7.6.3. resume only once hazards are removed or made safe
 - 7.6.4. require written confirmation from the bill payer before resuming
 - 7.6.5. revise the Programme to accommodate safe resumption
- 7.7. We shall not be liable for any consequences arising from hazards that are not disclosed to us or that arise unexpectedly during the Works.
- 7.8. Where hazards materially affect our ability to carry out the Works safely and efficiently, we may, issue a Variation, revise the Quotation, suspend the Services, or terminate the contract in accordance with Clause 14.

8 PROGRAMME AND DELAYS

- 8.1. Any timescales provided are estimates only.
- 8.2. We shall not be liable for delays caused by factors beyond our reasonable control, including restricted access, third-party contractors, material availability or Variations instructed by you.
- 8.3. Delays caused by the Customer, their staff, contractors or any third parties may result in additional costs, which shall be chargeable as a Variation.

9 PAYMENT, RETENTION OF TITLE & RIGHT OF REMOVAL

- 9.1. We reserve the right to suspend the Services immediately if any payment is overdue.

- 9.2. Title to all materials, cabling, equipment and goods supplied by us shall remain with us until payment has been made in full.

10 DESIGNS, DRAWINGS AND INFORMATION SUPPLIED

- 10.1. The Customer is responsible for the accuracy of all drawings, layouts, specifications and information supplied.
- 10.2. We are not responsible for errors or delays resulting from incorrect or incomplete information.
- 10.3. Any changes required due to errors, omissions, or inaccuracies in drawings, layouts, specifications, or information supplied by you shall constitute a Variation and may be subject to additional charges, Programme adjustments, and scheduling at our discretion.
- 10.4. Failure to supply complete or consistent information may delay Works and be treated as a Variation.

11 TESTING AND CERTIFICATION

- 11.1. Testing will follow recognised industry standards.
- 11.2. Results reflect conditions at the time of testing only.
- 11.3. The Customer shall provide access and reasonable assistance during testing.
- 11.4. The Customer acceptance of test results shall be acknowledged in writing within 5 working days; failure to acknowledge does not affect our certificate of completion.
- 11.5. Future performance issues caused by alteration, misuse, or third-party interference are excluded

12 WARRANTY

- 12.1. We warrant that the Services will be carried out with reasonable skill and care.
- 12.2. Defective workmanship notified in writing within 12 months of completion will be rectified by us.
- 12.3. Liability for defective work or materials is limited to the value of the relevant invoice.
- 12.4. We shall not be liable for indirect or consequential losses, including loss of data, profit, business or contracts.

13 FORCE MAJEURE

- 13.1. We shall not be liable for failure or delay caused by events beyond our reasonable control, including supply chain disruption, industrial action or failure of utilities.

14 SUSPENSION AND TERMINATION

- 14.1. We may suspend or terminate the Services if:
- 14.1.1. access is materially restricted
 - 14.1.2. working conditions differ substantially from those assumed
 - 14.1.3. Variations cannot be agreed
 - 14.1.4. payment terms are breached
 - 14.1.5. you become insolvent
- 14.2. Upon suspension or termination, you shall pay for all work completed, costs incurred, and materials ordered up to that date.
- 14.3. We shall be entitled to reasonable demobilisation costs and loss of Programme.

15 SEVERABILITY

- 15.1. If any provision is held invalid, the remaining provisions shall remain in full force and effect.