

CP Bayfield trading as BAYFIELDS DIGITAL
TERMS AND CONDITIONS OF TRADING – Updated January 2022

- (1) In the following paragraphs the Company shall mean **Bayfields Digital** and the Customer shall mean any person, company or organisation that places an order on the Company for the supply of materials and/or services. All orders received by the Company for the supply of materials and/or services will be subject to the following conditions that will form the basis of the Contract between the Company and the Customer. These conditions (together with any order form and/or acceptance of order form) constitute the entire agreement between the parties. To protect your own interests please read these conditions carefully before signing them. If you are uncertain or you require some explanation then please ask us.
- (2) Except where standard bulk-rate prices have been negotiated between the Company and the Customer, the Company will assess each job and estimate for the work considered to provide the best quality reception of signals in the prevailing reception conditions. A further assessment will be made on completion of the work and further recommendation made where appropriate.
- (3) (a) Equitable and beneficial ownership of the goods supplied shall remain with the Company until full payment has been received.
- (b) For non payment we may require the Customer upon reasonable notice to return and deliver up the goods to us failing which we shall take legal proceedings to recover the goods or their value.
- (4) By accepting the supply of goods or services the Customer gives the right of access to the Company to enter upon the property for the sole purposes of carrying out the work ordered. Where the Customer does not own the property it is the responsibility of the Customer to obtain such permission from the owner and the Customer warrants that such permission has been obtained. Furthermore it is the responsibility of the Customer to obtain planning permission, should this be required and the Company accepts no responsibility for the cost of removal/re-siting of any antenna if this permission has not been obtained.
- (5) The Company undertakes to make good any damage caused directly to the property by the execution of the work under this Order, provided the Company is notified of such damage and given reasonable opportunity, and access, to inspect the damage prior to repairs being carried out should the Company wish to inspect. If we agree to make good any damage caused in the course of our work to plaster, floors or brickwork, etc then we will do so to a reasonable standard. Where damage is deemed by you to be caused by negligence of the Company then we will pass details to our insurers. Nothing in this clause will reduce your statutory rights relating to faulty or misdescribed goods. For further information about your statutory rights contact your local authority trading standards department or Citizens Advice Bureau.
- (6) The Company undertakes to maintain insurance cover against public liability cover for an amount not less than £2 million in any one claim.
- (7) The Company reserves the right to decline to carry out work that, in its sole judgment, is considered to be unsafe.
- (8) (a) The Company cannot guarantee the quality of reception, as this is dependent on factors outside its control. However, every effort will be made by the Company to ensure that the reception obtained is as good as the prevailing local factors allow. The Company cannot guarantee against vandalism, gales, lightning or other external factors beyond its control whether they are weather related or not.
- (b) The Company will take all existing and known factors into account when designing/installing your system/aerial and conform with the relevant codes of practice but the Company cannot guarantee the quality of the system/reception where factors, the affect of which are unknown at the time or which occur after installation, adversely affect the same, for example, but not limited to, the affect of the Long Term Evaluation (LTE) system which is intended for mobile data transfer such as broadband and phones (as the effect of this on Television transmissions is unknown), new buildings, wind turbines and so on erected in the vicinity. This list is not exhaustive.
- (c) Therefore if you require the Company to return to your premises to rectify any faults with the system/aerial which are then found to have been caused by any of the above factors or other external factors outside of the Company's control then you will be obliged to pay our charges at the Company's prevailing rates for that work.
- (d) It is possible that, where other transmissions, for example but not limited to, LTE affect your system/aerial and the reception/transmission, OFCOM or a body appointed by them may accept responsibility for the cost and we would suggest that you contact them in those circumstances.
- (e) If you call back the Company to rectify a problem which can be rectified by the operating of Customer accessible controls by you without the need for our presence, then you will be obliged to pay the prevailing call out charge.
- (f) Your statutory rights regarding faulty materials or misdescribed goods are not affected.
- (9) The Company draws to the attention of the Customer the following recommendations of the BBC regarding the installation of UHF aerials in lofts. The television and radio transmitter networks have been carefully planned to make best use of the frequencies available. The plan assumes that a good aerial mounted OUTSIDE would be used for television or VHF radio in the home. Loft mounted aerials may sometimes be suitable for VHF stereo radio, but indoor aerials are never recommended for television. In all cases the fitting of an aerial in a loft will adversely affect the quality of reception obtained. Although the Company will make every effort to obtain satisfactory reception it cannot guarantee the results from aerials so sited.
- (10) In general the Company will direct aerials towards the transmitter designated by the BBC and Ofcom to serve the area in which the property is situated. Where the Customer specifically requests reception from an out of area transmitter the Company will make every effort to obtain satisfactory reception but reserves the right to make a service charge if reception proves unacceptable.
- (11) Where signals are distributed around the household via a system (normally associated with commercial installations), the Company shall provide the Customer with a commissioning report to record the type of system, a description of materials used and the signal levels achieved at the headend and at various points throughout the system.
- (12) Systems shall comply with all relevant British and European Standards and the CAI Codes of Practice or such other current or future regulations or British or European Standards from time to time. This includes Standards for Health and Safety as well as system performance. Where these Standards are not included in the specification the Company shall advise the Customer on such applicable Standards.
- (13) (a) Where signals prove to be below the threshold recommended in the CAI Codes of Practice, but the Customer is satisfied with the reception quality of sound and picture, then the Company cannot be held responsible for the maintenance of that quality under the normal guarantee terms. Should deterioration of reception occur for any reason other than mechanical or electrical breakdown of the aerial equipment, then the Company reserves the right to impose service charges if the Customer requests further efforts.
- (b) The Company reserves the right to charge for work which may result from unacceptable reception on aerials described as compatible for digital reception, but proving unacceptable once broadcasts start at full power in the area in which it was installed.
- (14) The Company shall not be held responsible for loss of reception due to the future encryption or broadcast modulation change of any signal received, regardless of transmission platform.
- (15) Except for approved trade accounts, terms are strictly COD. At its sole discretion the Company may invoice the Customer for the work carried out. All such invoices are strictly net and unless otherwise agreed by the Company are due for payment within 7 days from the date of invoice, for domestic customers, and 30 days for business clients. The price payable will be the Company's price as stated on their price list at the date of placement of the order or such variation to that price as otherwise agreed by the Company with the Customer and stated on the order form and/or acceptance of order form.
- (16) All sums unpaid after the date on which payment became due in accordance with clause (15) above ("Payment Date") shall bear interest from the Payment Date to the date of actual payment at the prevailing interest rate for County Court Judgment debts.

- (17) Contracts goods shall be at the Customer's risk for insurance when delivered to the Customer's vehicle (if collected) or to their premises or wherever directed by the Customer (if delivered). The Customer must then keep them safe and adequately insure the goods against any loss or damage which may occur.
- (18) Where the Customer is in breach of contract and legal action is taken the Company shall be at liberty at any time thereafter to cancel, by notice in writing to the Customer, all orders and contracts or any part thereof remaining unfulfilled between the parties and the Customer shall be responsible for all costs allowable by the court if the court finds that the Customer is in breach of contract.
- (19) Acceptance of any goods returned due to the error of the Customer, whether in the terms of its order or otherwise, is entirely at the discretion of the Company. Without prejudice to the generality of the foregoing, any such return will only be accepted by the Company subject to a handling charge.
- (20) The Company will not be liable under this contract for any loss or damage caused by them, their employees or agents in circumstances where:
- (a) there is no breach of a legal duty of care owed to you by the Company or by any of the Company's employees or agents; or
 - (b) such loss or damage is not a reasonably foreseeable result of any such breach
- and/or the loss or damage results from breach by you of any term of this contract
- (21) The time quoted for delivery/performance is estimated and not a guarantee. This does not affect your rights, under the Supply of Goods Act, to expect work to be completed within a reasonable time. The Company shall not be liable for any failure to deliver the goods or supply the services arising from circumstances outside the Company's control and non exhaustive illustrations include acts of God, war, riot, explosion, abnormal weather conditions, fire, flood, government action, strikes, lock out, delay by suppliers, accidents and shortage of materials, labour or manufacturing facilities. If the Company is prevented from delivering or providing services in the above circumstances then it shall notify the Customer of this act in writing within 14 days of the date on which it becomes apparent that the Company is unable to deliver the goods or supply the services as a result. If the circumstances preventing delivery or fulfillment of the services are still continuing 3 months from and including the date when the Company sent such notice then either party may give written notice to the other cancelling the Contract and such written notice must be received while the circumstances are still continuing.
- If the Contract is cancelled in this way the Company shall refund any payment which the Customer has already made on account of the price of the Contract (subject to deduction of any amount which the Company is entitled to claim from the Customer) but the Company accepts no liability to compensate the Customer for any further loss of damage caused by the failure to deliver or supply services and/or goods.
- (22) This agreement shall not be assigned by either party without first ensuring that the person to whom the benefit or burden is assigned agrees to be bound by the terms of this agreement.
- (23) The Contract (Rights of Third Parties) Act 1999 shall not apply to this Contract so that only the parties to this Contract shall be entitled to enforce the provisions of this Contract, save for any assignee permitted in accordance with clause (22) above.
- (24) Any dispute under or arising out of any order accepted by the Company which cannot be satisfactorily resolved between the Company and the Customer may be referred to an independent arbitrator to be appointed by the Chairman of the Confederation of Aerial Industries Limited if both parties consent. The finding of the arbitrator so appointed shall, where legally permissible, be binding on both parties including their determination as to the payment of their costs.
- (25) Each condition in these conditions of trading shall be independent and severable from the remaining conditions and enforceable accordingly. If any provisions shall be unenforceable for any reason but would be enforceable if part of the wording thereof were deleted, it shall apply with such deletions as may be necessary to make it enforceable. If any clause is held to be unenforceable in its entirety then it shall be struck out and the remainder of these terms shall be unaffected.
- (26) This Agreement is governed by English law and the English courts or otherwise by the jurisdiction most appropriate if the contract is performed outside England and/or the property at which the services are performed or to which the goods are delivered is outside England in which case it is for the parties to agree on jurisdiction or for the court to determine jurisdiction.