

These terms and conditions ("the Conditions") set out the terms on which Julian Aldred trading as JA Electrics ("we", "us" or "our") will provide our services ("the Services") and supply materials, equipment and accessories ("the Materials") to you, the customer (whether relating to electrical work covered by a quotation provided by us, orders placed by you or otherwise). No variation to the Conditions will be binding on us unless set out in writing and accepted in writing by one of our authorised representatives. These Conditions supersede all earlier sets of terms and conditions and apply to every contract made between us and you for the supply of Services

## 1. Contract for Services

The contract for the supply of Services and Materials ("the Contract") shall be formed upon our receipt of a copy of our quotation form signed by you confirming your acceptance of the terms of our quotation and these Conditions. In the event of any conflict between these Conditions and any terms set out in a quotation, the terms of our quotation shall prevail.

## 2. Quotations

- 2.1 Any prices quoted by us in advance of a written quotation shall be an estimate only and shall not constitute an offer capable of being accepted.
- 2.2 Whilst we will endeavour to maintain the prices set out in our quotation, our prices are based on the Material and labour costs prevailing at the date of the quotation. Our prices may therefore be subject to variation (up or down) by any rise or fall in the Materials and/or labour costs following the date of the quotation.
- 2.3 Any quotations provided to you will remain valid for a period of three months, following which we reserve the right to provide an amended quotation.
- 2.4 All quotations will include (where applicable):-
  - 2.4.1 the supply of the Materials specified in the Quotation;
  - 2.4.2 the necessary installation and testing (in accordance with the current edition of the Regulations for Electrical Installations published by the Institute of Electrical Engineers) associated with the electrical work to be undertaken;
  - 2.4.3 the lifting and replacement of normal flooring (subject to clause 4.1);
  - 2.4.4 the boring of holes through walls for cables, pipes and ducts provided that you will be responsible for the costs of hiring any specialist machinery required for such work; and
  - 2.4.5 subject to clause 4.1.1, the removal of all rubbish and small items (e.g. old outlet points, distribution/fuse boards etc) relating to the Services.
- 2.5 All quotations are based on our being able to perform the Services using a double extending ladder and if necessary a roof crawler. If we are unable to safely perform the Services by these methods, you will be responsible for arranging, supplying and paying for scaffolding to be erected to enable us to carry out our work.
- 2.6 Unless otherwise stated the prices set out in a quotation are for a "one visit" installation. If you require us to carry out "part works" we reserve the right to make an additional charge of £80.00 per visit or such other sum as we may determine.
- 2.7 The provision of the Services is dependant upon the necessary Materials being available and whilst we will endeavour to use the Materials specified in our quotation, in the event that the Materials are not available when required, we reserve the right to substitute other Materials provided that they are of similar quality.
- 2.8 Once accepted by you, our prices set out in a quotation may only be altered in accordance with the terms of the Contract.

## 3. The Services

- 3.1 Time for the provision of the Services shall not be of the essence and whilst we will use all reasonable endeavours to achieve agreed dates for the provision of the Services, we will not be liable for failure to achieve those dates.
- 3.2 If you do not allow us to commence and/or complete the Services or fail to take all reasonable steps within your power to facilitate the commencement and/or completion of the Services, payment shall become due as if the Services have commenced or been completed as the case may be. A notice from us to you confirming the date that the Services would have been commenced or been completed on a particular date shall be conclusive evidence to that effect.

## 4. Excluded Services

- 4.1 Unless stated otherwise, the Services will not include:-
  - 4.1.1 the removal and disposal of any existing large objects related to the installation, which will be your sole responsibility (although if requested, we may agree to arrange for removal and disposal at your cost);
  - 4.1.2 removing chipboard, floor tiles, lino, or other types of flooring;
  - 4.1.3 the taking up or refitting of carpets;
  - 4.1.4 making good flooring, decorations, floor coverings, ceilings, walls, matching-in existing brickwork or any other building work or making good;
  - 4.1.5 the removal of any asbestos or other materials deemed by us to be hazardous at the time of installation. If during the provision of the Services asbestos is located, we reserve the right to withdraw our representatives immediately until the site is made safe, the costs of which you will be responsible for; and
  - 4.1.6 any structural reinforcement required to support and accommodate the proposed installation.

## 5. Modifications to Services

- 5.1 Whilst we will use all reasonable endeavours to perform the Services in accordance with our quotation, we reserve the right in our absolute discretion to modify the Services (e.g. altering the position of points or the Materials) whenever necessary in order to ensure compliance with the relevant rules and regulations on safety and other issues.
- 5.2 We also reserve the right in our absolute discretion to change or modify any Materials specified in our quotation for the same reasons set out in clause 5.1 or due to circumstances beyond our control (e.g. supply problems).

- 5.3 Should you provide us with incorrect information and we rely on this in preparing our quotation, we reserve the right to increase our price for the Services and/or Materials to cover the cost of making good any errors or doing any additional work required because of them.
- 5.4 Should you notify us in writing of any requested amendment to the Services during, or following completion of, the Services (e.g. an alternative position for the Materials) we will use our reasonable endeavours to accommodate the requested amendment.
- 5.5 Should it become necessary to modify the Services for one of the reasons set out in this clause 5 or for any other reason, we reserve the right in our absolute discretion to increase our price by such amount as we consider reasonably reflects the modified Services.

## 6. Deposits and Cancellations

- 6.1 We may require you to pay to us a deposit at such rate as we may determine from time to time. Subject to clause 6.2, such deposit will be non-refundable and non-exchangeable.
- 6.2 Prior to delivery of the Services, we may cancel the Contract by written notice to you and, provided the cancellation is not as a result of any act or omission on your part, we will refund any deposit paid by you (provided that a sum will be deducted by us from the deposit for any preparatory work done, or expenditure incurred, by us which is of value to you).
- 6.3 Prior to delivery of the Services, you may cancel the contract by written notice to us. Where such cancellation renders abortive preparatory work done, or expenditure incurred, by us to meet your requirements, a cancellation charge shall be payable equal to the cost of such preparatory work and (if any) the amount of such expenditure. Such a cancellation charge may (at our discretion) be in addition to our retention of any deposit paid by you to us.

## 7. Our Prices

- 7.1 Unless otherwise stated, all estimated and quoted prices are given exclusive of VAT.
- 7.2 We reserve the right to amend the prices quoted to you:-  
i) to correct errors or omissions;  
ii) following modification of the Services under clause 5; and/or  
iii) for any other unforeseen event beyond our control.
- 7.3 Unless otherwise stated in the relevant quotation all prices are based on the provision of the Services during normal working hours (Monday to Friday between 9am and 5.30pm excluding bank holidays). If you request the Services to be performed outside of normal working hours, we reserve the right in our absolute discretion to charge you an additional call-out charge.
- 7.4 Unnecessary call outs (including but not limited to work for which no tools or only basic tools are required e.g. call outs for weather related power outages, repairing items that have been interfered with and/or altered by you or by any person other than our authorised representatives, and the changing of fuses) will be charged at our normal call out charge.
- 7.5 We reserve the right to make an additional charge if safe and unrestricted access is not given to our authorised representatives at all times.
- 7.6 Our prices do not include the cost of any fuel, water, gas or electricity used whilst the Services are being performed which will be your sole responsibility.

## 8. Payment Terms

- 8.1 You agree to pay all sums due to us without any set-off or counterclaim.
- 8.2 The price for the Services and Materials (less any deposit already paid) shall be payable by you within 30 days from the date of our invoice ("the Due Date"). Time for payment shall be of the essence.
- 8.3 If payment remains outstanding after the Due Date, we may suspend all services in respect of this Contract or any other contract between us, and/or:-  
8.3.1 charge you interest on outstanding sums at the rate of 5% per annum above the base lending rate from time to time of HSBC Bank from the Due Date until payment in full is received in cleared funds; and/or  
8.3.2 recover from you all legal and other costs and expenses incurred by us in recovering the money owed; and/or  
8.3.3 terminate the Contract in whole or in part and seek to recover damages for breach of contract.
- 8.4 The payment terms set out in this clause 8 shall apply to any variation of the price for the Services and/or Materials further to clause 7.2.
- 8.5 Should you become insolvent, be unable to pay your debts, commit any act of bankruptcy, go into liquidation, have a receiver appointed or make any voluntary arrangement with your creditors or suffer any similar action to be taken then we shall have the right to terminate this Contract or any other contract we have with you or suspend any further Services without liability to you as well as keeping the right to recover any money due for damages resulting from breach of contract.

## 9. Title and Risk

- 9.1 Risk of damage to or loss of any Materials supplied under this Contract shall pass to you at the time of delivery to the address specified by you or, if you fail to take delivery or postpone delivery, the time when we have tendered the Materials.
- 9.2 Notwithstanding delivery and the passing of risk in the Materials, or any other provision of this Contract, the title in the Materials shall not pass to you until we have received in cash or cleared funds payment in full of our prices for the Services and Materials and all and any other services and materials for which payment is then due to us.
- 9.3 Until the title in the Materials passes to you:-  
9.3.1 you shall hold them as our fiduciary agent and bailee, keep them separate from that of your own and third parties and keep them properly stored, protected and insured and identified as being our property;  
9.3.2 we shall be entitled at any time to require you to return the Materials to us and if you fail to do so forthwith, to enter upon the premises where the Materials are stored and repossess them;

- 9.3.3 in the event that you sell the Materials or any part of them to a third party, the proceeds of sale shall be received by you on our account and kept separately from any other monies, you having sold them as our bailee. At any time before payment is received from such a third party, we shall have the right to call for an assignment of such third party debts;
- 9.3.4 you shall not be entitled to pledge, or in any way charge by way of security for any indebtedness, any of the Materials which remain our property, but if you do so all monies owing by you to us shall, without prejudice to any other right or remedy we have, forthwith become due and payable.

## 10. Your Obligations and Responsibilities

- 10.1 You hereby agree that, unless stated otherwise in our quotation, you will be solely responsible for:-
- 10.1.1 obtaining any permission and/or consent (including but not limited to landlord's consent, permission to work off a neighbours land or property and planning permission) which may be required prior to commencing the Services;
- 10.1.2 providing access to the site and any information regarding the site, which is necessary to perform the Services;
- 10.1.3 all and any Materials, other materials and equipment or tools left by us on your premises (fixed or unfixed) and you agree to fully indemnify us for any damage to or loss of the same;
- 10.1.4 the construction of bases for aerial cable posts and for the digging of trenches for armoured cable or ductwork;
- 10.1.5 the removal of all built-in wardrobes and kitchen units where necessary and any fragile objects such as glass, ornaments, computer equipment, or any other items of value – we will not be responsible for breakage's due to vibration, furniture moving, masonry dust etc.
- 10.1.6 testing quarterly any automatic devices with a test facility (which will be clearly labelled in accordance to the wiring regulations) fitted by us;
- 10.1.7 removing any items relating to the Services that you wish to retain otherwise we will clear such items away and they will be disposed off as rubbish, for which we are not responsible;
- 10.1.8 removing any special floor coverings; and
- 10.1.9 taking up carpets and re-fitting them following completion of the Services.
- 10.2 When we are asked to carry out an inspection and test of a system, we will either issue you with a certificate or provide a report detailing the additional works which are required before a certificate can be issued. It is your responsibility to act on this information and obtain further quotations from us or other third parties for the work. We are not responsible for ensuring that any work referred to in an inspection and test report is carried out.
- 10.3 You agree to indemnify us against:
- 10.3.1 any liability which we may have to any of our representatives who are engaged in providing the services as a result of your negligence (or the negligence of your staff or agents) or as a result of your breach of contract; and
- 10.3.2 any damage which we might suffer as a result of a breach of your obligations as set out in this clause 10.

## 11. Warranty and Guarantee

- 11.1 With regard to the provision of the Services, we warrant that the Services shall be provided with all reasonable care and skill.
- 11.2 Subject to clause 11.3 we will guarantee the Services for a period of twelve months against defective workmanship. Our only liability (other than for death or personal injury caused to you by our negligence) will be to correct any defective workmanship free of charge, provided that written notice of such defect is given to us within twelve months of the date of completion of the Services.
- 11.3 The guarantee in 11.2 above relates only to the actual Services we provide and does not cover any part of an existing system connected to new work carried out by ourselves.
- 11.4 We shall be under no liability under the warranty and guarantee in this clause 11 (or any other warranty, condition or provision) if our fees for the Services have not been paid in accordance with the payment terms set out under clause 8.
- 11.5 We shall not be liable to you beyond the manufacturer's guarantees for any repair, replacement, loss, injury or damage due, or alleged to be due, to any defect in Materials installed by us and if such guarantees require payment of labour charges, you agree to be responsible for such charges.
- 11.6 We shall not be liable for Materials damaged other than through our negligence nor for fair wear and tear (whether normal or due to improper use), neglect, accident, abuse or failure on your part to carry out routine maintenance in accordance with our recommendations and in so far as any repair or replacement work which we are called upon by you to perform is attributable to some or any of the foregoing, you shall pay us for such work.
- 11.7 Where a contract of purchase between us and a supplier of Materials to be used in the performance of the Services restricts, limits or excludes the supplier's liability under the said contract of purchase, our liability in relation to the works in the execution of which said Materials are to be used shall be similarly qualified.

## 12. Liabilities

Particular attention should be paid to this clause 12 which contains limitations on our liability.

- 12.1 No responsibility will be accepted by us for any damage to chipboard, doorsteps, lino, rubber, parquet tiles, floorboards or any special flooring, unless such damage is caused by our negligence,
- 12.2 We may agree to take up and refit carpets free of charge if you request us to do so, provided that you are deemed to have agreed that we are not experienced carpet fitters and we will not be responsible if carpets which are fixed to the floor fall apart or in the event of your complaining of badly fitted carpets.
- 12.3 We accept no responsibility for any delay in starting or completing the work due to lack of instructions or behaviour or due to circumstances beyond our control, but will endeavour to complete the installation within a reasonable period of time.
- 12.4 We accept no responsibility for damages or losses caused as a result of your failure to comply with the Conditions (including your responsibilities and obligations under clause 10).

- 12.5** We accept no liability for damage caused by disturbance (including but not limited to damage to internal or external decoration) that may result from the removal, repositioning or replacement of existing electrical points.
- 12.6** If for any reason our representative considers that your premises are not suitable for the specified installation, we may collect our equipment, tools and any Materials and withdraw from the contract without any liability to you.
- 12.7** Save as expressly provided in the Contract all warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 12.8** In the event that any exclusion contained in the Contract shall be held to be invalid for any reason and we become liable for loss or damage that may not be lawfully limited, our liability shall be limited to the correction of the defective Services.
- 12.9** We shall not be liable to you for any indirect, special, incidental or consequential, economic loss, increased costs or expenses, loss of profits, business, contracts, revenue, anticipated savings or any other damage of whatever nature, whether caused by the negligence of us or otherwise which arises out of or in connection with the supply of the Services except as expressly provided in the Contract.
- 12.10** Save as provided in clause 12.11, in no circumstances shall our liability to you exceed the amount paid by you in respect of the relevant Services.
- 12.11** Nothing in this Contract shall limit our liability in respect of death or personal injury caused by our negligence.

### **13. Miscellaneous provisions**

- 13.1** Each provision of clauses 13 is to be construed as a separate limitation (applying and surviving even if for any reason one or other of the said provisions is held inapplicable or unreasonable in any circumstances) and shall remain in force notwithstanding termination of the Contract.
- 13.2** Failure or neglect by us to enforce at any time any of our rights shall not be construed nor shall it be deemed to be a waiver of our rights.
- 13.3** We shall not be liable for any delay in performing any of our obligations if such delay is due to circumstances beyond our reasonable control and (subject to giving you reasonable particulars of the circumstances and to using reasonable endeavours to resume full performance without avoidable delay) we shall be entitled to such extension of time for the performance of such obligations as may be necessary.
- 13.4** If any provision of this Contract is held by a competent court to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provision in question shall not be affected and shall remain valid and enforceable.
- 13.5** The Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract and unless specific provision is made in the Contract to the contrary, no person other than the parties to it shall have any rights under it or be entitled to enforce it.
- 13.6** This Contract shall constitute the whole contract between us and no previous negotiations, estimates, correspondence or other communication prior to the date the Contract is formed (in accordance with clause 1) shall form part of the Contract.