

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

## **1. Contract for Services**

- 1.1 When you sign or otherwise accept a quotation from us a contract for the supply of Services and/or Materials ("the Contract") is created. These Conditions apply to the Contract but if there is a conflict between these Conditions and any terms set out in a quotation, the terms of our quotation prevail.
- 1.2 At any time prior to the date we commence work on the Contract you may by informing us in writing cancel the Contract and in such circumstances we will be entitled to retain your deposit and/or charge you for any preparatory work which we have done or Materials we have purchased.
- 1.3 If we cancel the Contract (unless we do so because of what you have or haven't done) we will refund your deposit less an amount in respect of any work which we have done which is of value to you.

## **2. Quotations**

- 2.1 Any price quoted by us before we provide a written quotation is an estimate only and does not amount to an offer which you can accept.
- 2.2 We try to maintain the prices set out in our quotation but we may change them (up or down) if the cost of Materials and/or labour changes after the date of the quotation. Subject to this, quotations remain valid for three months.
- 2.3 All quotations will include (where applicable):-
  - 2.3.1 the supply of the Materials specified in the quotation;
  - 2.3.2 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;
  - 2.3.3 the lifting and replacement of normal flooring (subject to clause 2.6);
  - 2.3.4 the boring of holes through walls for cables, pipes and ducts although you will be responsible for the cost of hiring any specialist machinery needed for such work; and
  - 2.3.5 subject to clause 2.6.1, the removal of all rubbish and small items (e.g. old outlet points, distribution/fuse boards etc) relating to the Services.
- 2.4 Quotations are prepared on the basis that we can perform the Services using a double extending ladder and if necessary a roof crawler. If we cannot 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.
- 2.5 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.
- 2.6 Unless stated otherwise, our quotations do not include:-
  - 2.6.1 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);
  - 2.6.2 removing chipboard, floor tiles, lino, or other types of flooring;
  - 2.6.3 the taking up or refitting of carpets;
  - 2.6.4 making good flooring, decorations, floor coverings, ceilings, walls, matching-in existing brickwork or any other building work or making good;
  - 2.6.5 the removal of any asbestos or other materials which we consider to be hazardous. If during the provision of the Services asbestos is located, we reserve the right to withdraw our representatives until you have had the site made safe; or
  - 2.6.6 any structural reinforcement required to support or accommodate the proposed installation.

## **3. The Services**

- 3.1 We always do our best to achieve agreed dates for performing Services, but we will not be liable if we fail to achieve such dates.
- 3.2 If you do not allow us to begin and/or complete the Services you will have to pay the full price for the Services and if we cannot have the necessary access to the site to carry out Services safely we are entitled to increase the price to reflect any wasted time.

## **4. Modifications to Services**

- 4.1 Whilst we will use all reasonable endeavours to perform the Services in accordance with our quotation, we reserve the right to:
  - 4.1.1 modify the Services or change or alter the Materials whenever necessary in order to ensure compliance with the relevant rules and regulations on safety or other issues; or
  - 4.1.2 use suitable replacements if we cannot obtain the Materials listed in our quotation;In either case we reserve the right to change the quoted price if our costs are increased as a result of any such change.
- 4.2 If you provide us with incorrect information which we rely on when preparing our quotation, we shall be entitled to increase our price for the Services and/or Materials to cover the extra costs we incur as a result.
- 4.3 If you ask us to change 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 but reserve the right to increase the price to reflect any additional work or Material required.

## **5. Our Prices**

- 5.1 Unless otherwise stated, all estimated and quoted prices are exclusive of VAT.
- 5.2 We reserve the right to amend the prices quoted to you:-

- 5.2.1 to correct errors or omissions;
- 5.2.2 for the reasons listed in clauses 2.2 and 4 ; and
- 5.2.3 for any unforeseen event beyond our control.
- 5.3 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 are entitled to charge you an additional call-out charge.
- 5.4 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.
- 5.5 We are not responsible for the cost of your fuel, water, gas or electricity used whilst we perform the Services.

## 6. Payment Terms

- 6.1 We may require a deposit from you before we start work. Subject to clause 1.3, this deposit will be non-refundable.
- 6.2 The price for the Services and Materials (less any deposit already paid) is payable by you within 30 days from the date of our invoice ("the Due Date"). You are not entitled to make any deduction from any money you owe to us.
- 6.3 If payment is not made by the Due Date, we may suspend work on this Contract or any other contract between us, and/or:
- 6.3.1 charge you interest on outstanding sums at the rate of 3% per annum above the base lending rate of HSBC Bank (as varied) from the Due Date until payment in full is received in cleared funds; and/or
- 6.3.2 recover from you all legal and other costs and expenses incurred by us in recovering the money owed; and/or
- 6.3.3 terminate the Contract in whole or in part and seek to recover damages for breach of contract.
- 6.4 The payment terms set out in this clause 6 shall apply to any variation of the price for the Services and/or Materials further to clause 5.2.
- 6.5 Should you become insolvent, be unable to pay your debts, commit any act of bankruptcy, we have the right to terminate this Contract or any other contract we have with you or suspend any further Services without liability to you.

## 7. Title and Risk

- 7.1 Risk of damage to or loss of any Materials supplied under this Contract passes to you when we deliver them to the address specified by you.
- 7.2 Notwithstanding delivery and the passing of risk in the Materials, or any other provision of this Contract, the title in the Materials does 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.

## 8. Your Obligations and Responsibilities

- 8.1 You agree that (unless stated otherwise in our quotation) you will be solely responsible for:
- 8.1.1 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 is required prior to commencing the Services;
- 8.1.2 providing access to the site and any information regarding the site, as necessary to perform the Services;
- 8.1.3 all and any Materials, other materials and equipment or tools which are left by us on your premises;
- 8.1.4 the construction of bases for aerial cable posts and for the digging of trenches for armoured cable or ductwork;
- 8.1.5 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).
- 8.1.6 testing quarterly any automatic devices with a test facility (which will be clearly labelled in accordance to the wiring regulations) fitted by us;
- 8.1.7 notifying us if you wish to keep any fittings etc which are removed by us as part of the Services (failing which they will be treated as rubbish); and
- 8.1.8 removing and refitting carpets or any special floor coverings following completion of the Services.
- 8.2 When we are asked to inspect and test a system, we will either issue a certificate or provide a report listing the 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 work listed in a report is carried out.
- 8.3 You agree to indemnify us against:
- 8.3.1 any liability which we may have to any of our representatives who are engaged in providing the Services which results from your negligence (or the negligence of your staff or agents) or as a result of your breach of contract; and
- 8.3.2 any damage which we suffer as a result of a breach of your obligations as set out in this clause 8.

## 9. Warranty and Guarantee

- 9.1 The guarantee set out in this clause is in addition to, and does not affect, your statutory rights.
- 9.2 We warrant that the Services shall be provided with all reasonable care and skill.
- 9.3 Subject to clause 9.4 we guarantee the Services for a period of twelve months against defective workmanship. Our only liability (other than for death or personal injury caused 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.
- 9.4 The guarantee in 9.3 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.
- 9.5 We shall be under no liability under the warranty and guarantee in this clause 9 (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 6.

- 9.6** 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.
- 9.7** 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 do is attributable to some or any of the foregoing, you shall pay us for such work.
- 9.8** If the supplier of Materials to be used in the performance of the Services restricts, limits or excludes the supplier's liability, our liability in relation to the relevant Materials shall be similarly qualified.

## **10. Liabilities**

Particular attention should be paid to this clause 10 which contains limitations on our liability.

- 10.1** 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,
- 10.2** 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 are not refitted properly.
- 10.3** 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 8).
- 10.4** 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.
- 10.5** 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.

## **11. Miscellaneous provisions**

- 11.1** A failure by us to enforce at any time any of our rights will not be treated or deemed to be a waiver of our rights.
- 11.2** We are not liable for any delay in performing any Services if the 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.
- 11.3** 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.
- 11.4** 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.
- 11.5** This Contract shall constitute the whole contract between us and no previous negotiations, estimates, correspondence or other communication before the Contract is formed will form part of it. The Conditions replace all earlier terms and conditions and apply to every contract with the Customer.