



## **These are the Terms & Conditions for The Electric Group.**

### 1. Definitions

- 1.1 "The Company", "We", "Us", or "I" refers to The Electric Group.
- 1.2 "The Customer" or "you" refers to the company or person, or other body which or who have contracted with The Electric Group for the procurement of electrical services.
- 1.3 "The operative" , "Contractor" , "Electrician" means the Tradesperson operating for The Electric Group.

### 2. Our responsibility

- 2.1 We will arrange a visit to visually assess the work you wish to be carried out. If we are able to carry out this work, we will advise you of what work needs to be done and provide a written estimate of our charges.
- 2.2 If during the course of the agreed work, further work becomes necessary which could not have been foreseen or calculated exactly during our initial assessment and which will cause an increase in cost, we will let you know and will only carry on when the additional works have been agreed by you. (Verbally or written)
- 2.3 We will carry out the work in accordance with our estimate with reasonable care and skill using sound materials.
- 2.4 We will ensure that all members of our team, including sub-contractors, are competent, properly trained , CRB checked and courteous.
- 2.5 We will ensure that all members of our team, including sub-contractors, are compliant with the latest BS7671 regulations, or are supervised by another worker with the appropriate qualifications.
- 2.6 We will make every effort to complete the work by the agreed time with the customer. If delays occur for reasons beyond our control we cannot be held responsible for those delays. If delays occur we will complete the work as soon as possible.

### 3. Your responsibility

- 3.1 The customer will allow us during normal working hours, unless otherwise agreed, to do the work which we have agreed to carry out in accordance with our estimate. The customer will provide access to toilet , hand washing , electric and water facilities without hinderance or charge .
- 3.2 The customer will obtain all permissions and consents (for example from your landlord or the local authority) which are required before the work can commence.
- 3.3 The customer will ensure that all furniture, furnishings and fittings are removed so that we can carry out the work, unless we have agreed this within our estimate. The customer will cover and protect any items not removed. The company will not be liable for damage to items not removed or protected by the customer.
- 3.4 It is your responsibility to have read and understood the terms and conditions, and to air any queries before work commences.

### 4. General Terms

- 4.1, Under the requirements of Health & Safety at Work Act 1974, as amended Smoking is prohibited within “The Site”, 1 hour prior to commencement & during work being carried out by “The Company”. Failure to comply with this legislation may cause delay in commencement &/or completion of “The Contract” which may incur additional cost, as determined by “The Company”, to be met by “The Customer”.
- 4.2, Under the Health & Safety at Work Act 1974, as amended ; in regards to lifting & handling “The Customer” with adequate notice shall as far as reasonably practicable empty room or rooms as needed to facilitate “The Company’s” progress in completion of the installation, with little to no risk of injury to “The Company”.
- 4.3, “The Customer” shall at all times be vigilant & responsible for the safety of themselves & the safety of persons or animals in their charge.
- 4.4, Under Part K of the Building Regulations when “The Company” is on “The Site” the property will be subject to restricted access; visitors should be kept to a minimum. “The Customer” must follow any instructions given by “The Company” in regards to restriction of movement through or around “The Work Area” for their own safety. “The Customer” remains responsible for the welfare of guests, animals & themselves.
- 4.5, Risk assessments & method statements are available from “The Company” if “The Customer” wishes to receive a copy they will need to formally request them from “The Company”.
- 4.6, “The Customer” is responsible for the notification of any & all works that require notification to the “The Authorities”; with the exception of the work detailed in “The Contract” and as per clause 4.7
- 4.7, If “The Authorities” are required to be notified under section P of the Building Regulations, “The Company” will liaise with them.



- 4.8, Any fees charged by “The Authorities” will need to be met by “The Customer”.
- 4.9, “The Customer” issue of a purchase order or acceptance of a quote or estimate will be confirmation of acceptance of “The Company’s” terms and conditions.
- 4.10, All work under taken as detailed in “The Contract” will conform to the latest edition of “Institute of Electrical Engineers Wiring Regulations” & The Building Regulations incorporating the relevant aspects in Parts A, B, C, E, F, K, L, M & P.
- 4.11 “The Company” may use agents and contractors to execute “The Contract”, where so, they will be vetted to ensure “The Company’s” high standards will be met. And that they are Insured & accredited with the relevant bodies.
- 4.12, If required the disposal of hazardous materials will be done in conjunction with Part D of the Building Regulations.
- 4.13, Material will be recycled on site where “The Site” has facilities to do so.
- 4.14, “The Site” will not be subjected to the storage of materials that require special handling under COSHH therefore Part J of the Building Regulations, is satisfied.
- 4.15, COSHH reports for all aerosols, solvents, adhesives & lubricants used by “The Company” are stored at the head office for reference as required under Part J of the Building Regulations.
- 4.15, “The Company” will endeavour to reinstate “The Customers” property as near to pre-existing conditions as possible. However, in certain circumstances this will not be physically possible, or may not meet the requirements of “The Customer” for example, decoration or floor surfaces. Such items such as carpet, tiles, wood etc may need reinstating, by a third party. This is the responsibility of “The Customer” & “The Company” will endeavour to draw attention to these points when surveying for the estimate. Costs of this reinstatement will need to be met by “The Customer”.
- 4.16, Work undertaken by “The Company” is covered automatically under warranty .
- 4.17 We do not undertake structural or any other type of building survey. If our work cannot be completed or damage is caused through structural or other defects in the customer's property, we cannot be held responsible.
- 4.18 The Company cannot be held responsible for pre-existing faults to the current electrical installation.
- 4.19 Making-good is the responsibility of the Customer unless this is included within our estimate.
- 4.20 Plastering and repair work is NOT included in our quote's and estimates, unless specifically stated.
- 4.21 We will assess the Customer's situation and advise on the best way, in our view, to proceed with any work. If you disregard our advice and ask us to complete works contravening our initial assessment, we may carry out the works provided they comply with the Building Regulations. Liability (If any) arising from such work shall take into account the reservations expressed by us during our assessment, the advice we gave, the price paid by the customer and the price they would have paid for the work had our initial assessment and advice been followed.
- 4.22 Upon accepting an estimate for works provided by the company, the customer is accepting the Terms and Conditions as the contract between the parties.
- 4.23 Any certificates due for completed work will not be issued until payment in full is received as per section 5 .

## 5. Charges and Payment

5.1 Unless agreed to the contrary, a deposit equal to at least 25% of the initial estimate will be payable prior of commencement of any work. In the event that high value materials are required and are not current stock items, the cost to purchase these items may also be added to the initial deposit as appropriate. Payment for work is due on completion of the work and in any case within 21 days from date of invoice. Standard method of Payment is BACS transfer, as follows , please note cheque payments incur a £20 or 10% surcharge in addition to invoice, whichever is greater

Payment by direct bank transfer : IBAN GB36 ABBY 0901 2803 8598 15

Account : “The Electric Group” Santander, Hereford

- 5.2 Any additional works, extra items or alterations requested by the Customer or their representative which are not included in the estimate will be deemed as an extra and will be charged accordingly.
- 5.3 We reserve the right to charge for delays to the progression of the works through no fault of the company.
- 5.3.1 If upon arriving at the customers property and no-one is in to allow us to begin work at the agreed time/date a charge for fuel/time for the wasted call out will be made to the customer, minimum charge £10.
- 5.4 Our charges will be calculated on either:  
A time and materials basis at an agreed labour rate  
or  
A fixed price where it is clearly stated that a fixed price has been agreed. An estimate is not a fixed price.  
And  
A minimum charge of £10
- 5.5 Payment will be made in accordance with the terms stated on the Estimate/Invoice.

5.6 All materials and goods remain the property of the Company until payment is received for invoices raised.

5.7 Late payments 5.7.1 Payments are due on completion of works, unless otherwise agreed with the Customer.

5.8 A 7 day ( for new customers) or 21 day ( for contracted customers) period is left following date of invoice before the following procedure is implemented.

5.7.2 The late payment procedure is as follows.

1 Weeks overdue, an email / phone call / letter will be sent, with a £40 late payment fee.

2 Weeks overdue, a second email /phone call or letter and / or a visit to the Customers premises to collect payment, with an additional £40 late payment fee.

3+ Weeks overdue, a third email, phone call, letter will be sent, advising debt collectors or bailiffs will be sent to collect overdue monies.

In event that balances are not paid within the above timescale, ( 5.7.2 ) third parties may be called in to help recover the money owed and any additional costs from this will be paid by the customer .

#### Customer Satisfaction

6.1 Upon completion of the work, the operative will ask you to check and satisfy yourself that the works undertaken are in accordance with your instructions. Any snagging, faults, or other issues must be pointed out during this time. You will then be asked to sign a final completion sheet.

6.2 Workmanship is guaranteed for a period of 12 months.

6.3 Parts guaranteed as per manufactures guarantee.

6.4 Due to their nature we do not offer any guarantee on lamps, and return visits are chargeable.

6.5 Any snagging identified after this point requiring a return visit by The Company is chargeable.

#### Making a complaint

6.6 If you wish to make a complaint, please contact the QS :-

Andie Cox on 07896 733348 [info@theelectricgroup.co.uk](mailto:info@theelectricgroup.co.uk) The Electric Group, Travellers Rest, Stretton Sugwas, Hereford HR4 7AL

6.7 If your complaint cannot be handled over the telephone please write to The Electric Group at the address above

6.8 If the complaint arises out of something for which we are liable, we will put matters right as soon as reasonably possible, at no cost to the customer.

6.9 If it is subsequently found the complaint arises out of something for which we are not liable, the Customer will be charged for any works carried out.

6.10 The Electric Group is monitored by the trading body 'Elecsa'. As "The Electric Group" If the above has been followed and a satisfactory solution has not been achieved, they are contactable via their website. [www.elesca.co.uk](http://www.elesca.co.uk)

#### Acceptance of terms and conditions

I ..... ( print and sign ) ( The Customer) have received a copy of the terms and conditions relating to invoice ..... ( date and /or number) relating to the electrical work proposed by The Electric Group ..... ( The Site) and wish to proceed with the work as outlined in these terms.

A materials deposit of £..... has been / will be be paid as per item 5.1 detailed above.

I understand the terms and conditions as listed above and further understand that I may cancel this contract with 24 hours notice and will only be liable for work completed and materials already supplied or specifically ordered. In the event I do cancel before the job is complete, I understand certification of any work under BS7671 may be withheld until full payment is received for completed work. Such certification may not be possible if the work is not complete and I understand this.

signed

..... The Customer ...../...../..... ( date )

..... The Contractor ...../...../..... ( date )

(Copy to customer and contractor )

