

# Southern Electrical Services General Electrical Work Terms and Conditions

## 1 Definitions

- 1.1 "the Company means Southern Electrical Services Limited
- 1.2 "the Customer" means the person, firm or company to whom the Quotation is addressed
- 1.3 "the Works" means the services and provision of materials and labour referred to in the Quotation to which these terms and conditions relate
- 1.4 "the Quotation" means the document specifying the Works to be undertaken by the Company and the materials and labour required
- 1.5 "Completion Date" means the anticipated date of completion of the Works
- 1.6 "Completion" means the actual date of completion of the Works
- 1.7 "Commencement Date" means the date of commencement of the Works
- 1.8 "the Price" means the price of the works as shown on the Quotation as may be amended from time to time pursuant to the provisions of this Agreement
- 1.9 Reference in this Agreement to a "Clause" is a reference to a clause in this Agreement
- 1.10 Clause headings are for ease of reference only and do not affect the construction of this Agreement

## 2 Quotation

- 2.1 Except where expressly agreed in writing between the Company and the Customer the Company shall provide all labour, materials and equipment necessary for the execution of the Works Where the Customer specifies the use of or supplies, materials or goods to the Company for incorporation into the Works and in the opinion of the Company such goods or materials are unsuitable for the purpose intended, the Company shall notify the Customer in writing. If the Customer requires the materials or goods to be incorporated into the Works in any event the Company accepts no liability for loss or damage caused by virtue of their incorporation into the Works and offers no warranty in respect to the performance of the materials or goods.
- 2.2 Each Quotation is based on a standard working day of 8 hours, usually 0800 to 1600 including breaks, Monday to Friday, excluding all public and industry holidays.
- 2.3 Unless otherwise specified, the Quotation and the Price shall include credit for any materials or other items which the Company has to remove from the Customer's premises in order to allow execution of the Works.

## 3 Price and Payment

- The Company reserves the right, by giving notice to the Customer at any time, to increase the Price to reflect any increase in the cost to the Company which is due to:-
- 3.1.1 any factor beyond the control of the Company to include, but not limited to, increases in the cost of labour and materials
  - 3.1.2 any changes in delivery dates, quantities, or specifications for the Works which are requested by the Customer
  - 3.1.3 any delay caused by any instructions or the Customer of the failure of the Customer to give the Company adequate information or instructions
- 3.2 The Price is exclusive of any applicable VAT which the Customer shall be additionally liable to pay to the Company where such tax applies and, where applicable, VAT shall be payable on each invoice
  - 3.3 Payment for the Works shall become due as follows:-
    - 3.3.1 50% of the Price shall fall due on acceptance of the Quotation by the Customer
    - 3.3.2 Subject to 3.3.3 below, the balance of the Price shall be paid within 7 days of receipt by the Customer of an invoice. If the Customer is unable to pay the invoice, then written notice giving reasons for the inability to pay must be given to the Company within 7 days of receipt of the invoice.
    - 3.3.3 If the duration of the Works is expected to exceed 2 weeks, the balance of the Price shall be paid in instalments in each case within 2 days of receipt by the Customer of an invoice and in such amount as specified in the same. If the Customer is unable to pay the invoice then written notice giving reasons for the inability to pay must be given to the Company within 2 days of receipt of the invoice.
  - 3.4 The Company reserves the right to charge interest on overdue invoices at a rate of 2% over the base rate for the time being of Barclays Bank plc.
  - 3.5 Any queries relating to invoices must be raised by the Customer in writing within 7 days of receipt of the invoice. However, in the case of an instalment invoice, as referred to in section 3.3.3 above, any query must be raised within 2 days of receipt of the invoice.

## 4 Carrying out the Works

- 4.1 During the Works the Company may be required to lift carpets and underlay. The Company will endeavour when relaying carpets and underlay to relay as previously fitted, however the Company cannot guarantee that underlay will not disintegrate during this process. If the customer so requests, the Company will lift carpets only and employ a specialist carpet fitter to relay as necessary.
- 4.2 During the Works the Company may have to lift and replace floorboards to facilitate wiring. If the floorboards have hardboard or similar covering, then this will be removed and replaced after prior consultation with the Customer.
- 4.3 If after lifting floorboards obstructions are found which obstruct the wiring route, the Customer will be informed of this, and an alternative wiring route discussed. If this alternative is more expensive the cost of this will be passed on to the Customer after informing the Customer of the same.
- 4.4 Chasing out may be undertaken by the Company. If during the chasing out any walls, coving or ceilings suffer any cracking then repair of any such damage will not be the Company's responsibility and the cost of any repair work necessary to rectify such damage will not be chargeable to the Company.
- 4.5 Whilst carrying out the Works dust will be created. The Company will use dust sheets and vacuum cleaners to minimise dust. Specifically, the Company accepts no responsibility for the settlement of airborne dust after the completion of the Works. As noted in clause 7.2 below, it is the Customer's responsibility to box up all items susceptible to dust for the duration of the Works. The Company will at the request of the Customer supply up to a maximum of 10 boxes to the Customer for the purpose free of charge.
- 4.6 With regard to the plastering of any walls, a "scratch coat" will be applied by the Company during the Works, however, the provision of a "top coat skim" finish is the Customer's responsibility.
- 4.7 Unless specifically requested by the Customer, the cost of disposal of rubbish during and after the completion of the Works, will not be included in the Quotation. All rubbish/refuse will be placed in builders' rubble sacks by the Company for disposal by the Customer. The Company will hire a skip on behalf of the Customer for the purpose of disposal of all rubbish/refuse if specifically requested to do so by the Customer.
- 4.8 No works, other than those included in the Quotation will be undertaken by the Company unless a written instruction from the Customer is received by the Company or the Customer signs a "day work sheet". Unless a separate quotation is requested for such additional work, additional works by the Company, save in respect of those works referred to in clauses 4.15, 4.16 and 4.17 will be charged for (at the company's discretion) at £100.00 + vat for 1 hour and 50.00 plus VAT per hour thereafter with materials being charged at trade cost plus 20% and VAT.

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- 4.9 If the Customer is not contactable during the Works and alterations to the proposed Works are unavoidable for any reason, the Company will continue with those alterations at its discretion. If these alterations incur additional costs, these will be chargeable to the Customer. Such alterations may be carried out by the Company up to a maximum value equal to 15% of the Price.
- 4.10 If whilst carrying out the Works the Company is requested to maintain an electrical supply which interferes with the Works the Company reserves the right to charge accordingly. Specifically, the Company accepts no responsibility for any damage caused due to any electrical supply not being maintained to include, but not limited to, water damage caused by defrosted freezers, defrosted food, resetting of electric clocks and timers, and loss of computer memory.
- 4.11 Unless otherwise stated in the Quotation the term "accessories" shall be limited to white plastic light switches, power outlets and ceiling roses. The cost of any brass accessories, dimmer switches or other accessories will not have been included in the Price unless specifically included in the Quotation. The Company reserves the right to purchase all accessories from the manufacturer and outlet of its choice.
- 4.12 Any light fittings removed during the Works will only be refitted if they meet the required standards relating to light fittings under the electrical regulations and legislation from time to time in force. Further, the refitting of any light fittings by the Company will only be carried out by the Company if such work is specifically included in the Quotation. No responsibility will be accepted by the Company for any light fittings which do not work after refitting, however, the Company will at its discretion repair such light fittings and reserves the right to charge the Customer for such work accordingly.
- 4.13 Hours worked by the Company's employees outside the Company's normal working day as stated in Clause 2.3 above, will be charged at the standard overtime rates applicable from time to time unless otherwise stated.
- 4.14 Completion certificates and documentation, if applicable, will be issued to the Company to the Customer after receipt by the Company of payment of the Price to include all other outstanding amounts due from the Customer to the Company.
- 4.15 With reference to clauses 4.1, 4.4 and 4.6 above, the charge made to the Customer in respect of the Company sub-contracting the various work mentioned at the Customers request, will be at the prevailing rates plus 10% on costs.
- 4.16 With reference to clause 4.7 above the charge made to the Customer in respect of the Company hiring a skip at the Customer's request, will be at the prevailing rates plus 10% on costs.
- 4.17 With reference to clause 4.2 above the Company will charge the Customer for such work at the prevailing rates plus 10% on costs.
- 5 Risk & Title**
- 5.1 Any existing structures and the contents thereof at the location of the Works, and the Works and all unfixed materials and goods delivered to the location of the Works, placed on or adjacent to the location of the Works and intended for the Works shall be at the sole risk of the Customer who shall maintain adequate insurance against all risks and shall send a copy of the Quotation and this Agreement to his or her insurers.
- 5.2 Notwithstanding delivery and the passing of risk in materials and goods, or any other provision of this Agreement, title in any materials and goods delivered or placed on or adjacent to the location of the Works shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of the Price and any other payments due from the Customer to the Company.
- 5.3 Until such time as title in any materials and goods passes to the Customer, the Customer shall hold such materials and goods as the Company's fiduciary agent and bailee and the Customer shall ensure that such materials and goods are kept separate from any materials and goods owned by the Customer and third parties and shall keep such materials and goods properly stored, protected and insured and identified as the Company's property.
- 5.4 Until such time as title in any materials and goods passes to the Customer, the Company shall be entitled at any time to require the Customer to deliver up such materials and goods to the Company and, if the Customer fails to do so immediately, the Company may enter the premises of the Customer or any third party where such materials and goods are stored and repossess the same.
- 6 Acceptance**
- 6.1 If the Customer does not accept the Quotation and fails to agree with the Company a Commencement Date and a Completion Date for the Works within 30 days of the date of the Quotation, the Quotation shall no longer be valid.
- 6.2 The Company shall endeavour to coincide Completion with the Completion Date, but shall not be responsible for any delay to Completion which is due to any factor beyond the control of the Company (such as, without limitation, inclement weather, strikes or lockouts, additions or variations to the Works, and non-availability of labour or materials) or any delay caused by the Customer.
- 7 Customers' Responsibilities**
- 7.1 It is the Customers' responsibility to ensure all necessary approvals and licences are obtained in order to carry out the Works and the Company shall not be responsible for any additional costs or delays arising where such approvals and consents are not obtained.
- 7.2 The Customer shall ensure that all valuable and fragile items in the location of the Works are packed in a box marked "FRAGILE" ready for removal by the Company on the Commencement Date. All other items will be moved by the Company's employees, however the Company reserves the right to request certain items to be moved by the Customer. Any damage caused to items during removal of the same by the Company's employees will be covered under the Company's liability insurance. A copy of this insurance policy can be obtained from the Company at the Customers request.
- 7.3 Subject to clause 7.2 above the Company shall have no liability to the Customer (other than liability for death or personal injury resulting from the Company's negligence) for any loss or damage of any nature arising from any breach of any express or implied warranty or condition or any negligent breach of statutory or other duty on the part of the Company or in any other way out of or in connection with the performance of or failure to perform the Works.
- 7.4 The Customer shall be responsible for making the Company representative aware at the Quotation stage of any electrical supplies that will need to be maintained during the Works.
- 7.5 The Customer shall ensure that the location of the Works is clear of all obstructions on the Commencement Date and remains clear until Completion.
- 8 General**
- 8.1 This agreement shall constitute the entire agreement and understanding between the parties in respect of all matters which are referred to herein.
- 8.2 The waiver by the Company of any breach of any of these terms shall not in any way prejudice the subsequent enforcement of the terms and shall not be deemed a waiver of any subsequent breach thereof.
- 8.3 All notices or other communications to any party shall be in writing and shall be deemed to be duly given or made when delivered (in the case of personal delivery), when despatched (in the case of facsimile copy or email) or on the second day following the day of posting (in the case of a posted letter) to such party addressed to it at its address specified in this Agreement or at such address or at such a facsimile or Email number as such a party may specify in this Agreement for the purpose of the giving of notice in writing.
- 8.4 Without prejudice to the Company's right to use any lawful forum or means to collect overdue payments from the Customer, any dispute arising from this Agreement is to be referred upon the application of either party to an independent person nominated by the Chairman for the time being of the National Inspection Council for Electrical Installation Contracting OR the Electrical Contractors Association whose decision shall be final and binding on both parties.
- 8.5 This Agreement shall be governed by English law and the Customer agrees to submit any disputable claim under it to the non-exclusive jurisdiction of the English Courts, subject to clause 8.4 above.
- 8.6 The Quotation to which these are the terms is personal to the Customer who shall not without the prior written consent of the Company assign any rights or obligations hereunder to any other person, firm or Company.