



**NAPIT**



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## Standard Terms and Conditions effective from 15<sup>th</sup> March 2024

### Formation of contract

*The customer (means the person who accepts a quotation of the seller for the sale of services).*

*The seller is the business providing the services to the customer, i.e. Taylors Electrical Ltd.*

*The word losses in this contract covers financial loss of any kind, time loss and any other loss that may be incurred in the undertaking of the electrical project.*

*Emails and text messages etc are accepted forms of writing.*

The customer will be deemed to have irrevocably accepted these terms and conditions when entering into contractual relations with the seller, Taylors Electrical Ltd.

### Estimates and quotations

An estimate is only to be used as a guide as to potential costs and the estimated prices may change.

A quotation is a fixed price offer for works as detailed in the quotation.

An estimate will not at any point become a quotation even where deposits have been paid in advance. If a quotation is required then a new quotation document will need to be issued.

An estimate if accepted will form a legally binding contract between the parties.

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### Estimates

Where an estimate has been provided and the job has started then the client fully accepts that he will pay the costs of the estimated prices as a minimum and any price increases to the estimate. Taylors Electrical Ltd will be fair and in line with market prices at the time if price increases are required. All the terms and conditions as detailed in this document will apply to any estimated works.

In the event that part of the estimate is subject to price decreases in the market then Taylors Electrical Ltd will be fair with the client/customer and offer a reduction to the estimate. Price decreases do not apply to any savings or discounts that are purely for the benefit of Taylors Electrical Ltd for example where Taylors Electrical Ltd buys in bulk and receives a lower price per unit or receives a discount from using a regular wholesaler.

A job will be deemed to have been started once Taylors Electrical Ltd has arrived at the property and begun working. A site survey is not to be considered as the starting of a job and will usually preclude any works. The purpose of the site survey is to ensure any details provided by the client prior to the estimate are accurate. This is particularly relevant in the case of online estimates. Once the site survey has been completed Taylors Electrical Ltd has the option to continue with the estimated works or to revoke the estimate.



### Quotations

When the customer accepts the quotation a contract will be formed between the seller and the customer.

No variation of the contract or quotation shall be valid and binding unless the terms thereof have been agreed in writing by both the customer and the seller.

### General

If the customer objects to any of these terms and conditions such objections must be made in writing and received by the seller at the address stated prior to commencement of services, and it will not be binding on the seller unless agreed in writing by an authorised representative of the seller. The seller's failure to react to the terms contained in any communication from the customer will not be deemed to be a waiver of these terms and conditions.

### PPE/equipment

All PPE required will be provided by Taylors Electrical Ltd prior to start of work unless the client requires their own branding of PPE or otherwise agreed.

Taylors Electrical Ltd will provide all tools, equipment and specialist equipment unless otherwise agreed.

All access equipment will be provided by Taylors Electrical Ltd unless otherwise agreed and all equipment will be in good working order and compliant with any regulations relating to the equipment.

### Inductions/courses

Any induction or training courses that any employee or director of Taylors Electrical Ltd have to undertake in order to carry out the contract, the time spent on those inductions or training courses will be chargeable and will be billed to your company and payment is to be made to Taylors Electrical Ltd on the week following the weeks work complete, even if the contract does not proceed for any reason unless otherwise agreed.

### Insurance

Taylors Electrical Ltd only provides public liability, professional indemnity and employers liability insurance for direct employees of Taylors Electrical Ltd and does not provide any insurance to any clients or client workers.

Taylors Electrical Ltd holds public liability insurance of 5 million, professional liability insurance of 300,000 and employers liability of 10 million.

### Pricing

Invoiced, estimated and quoted prices will be based upon relevant prices in effect at the time an order is received from the customer. A quotation is based on customer specifications and may be subject to change in the event of any deviations and is valid for 60 days unless otherwise stated on the quotation of which is agreed by an authorised representative of the seller, thereafter the seller reserves the right to review the tender figure/price or revoke the quotation.

Where a quotation has been provided the quotation may give a guide as to costs involved, for example the quote may detail material, expenses, fixtures and labour separately. The costs provided are only to be used as a guide and may vary at the time of installation but the quote price will remain the same providing the work to be done has not exceeded the limits of the quote. The costs may also change at the time of installation if alternative methods of installation are used. In the event of alternative methods of installation being used the quote overall price will not change providing the change in cost is not significant. **The overall quotation price is a fixed price.** The customer accepts that alternative methods of installation may be used where for example the original method has become unsuitable, impractical or unnecessary and the alternative method of installation does not differ significantly in cost. In the event that an alternative method of installation is required and does differ significantly in cost then a new quotation will be required. Details of installation methods will be provided on all quotations.



**Where an alternative method of installation is being used then both parties must agree in writing to the proposed method of installation.**

Any discounts that Taylors Electrical Ltd receives in purchasing material, labour or expenses will not be passed on to the client unless written approval is provided to the client detailing exactly what those discounts are and what discount they will receive.

Where a quotation or estimation has been provided and forces act upon the quotation/estimation that are beyond the control of Taylors Electrical Ltd, the quotation may be revoked/rescinded or revised and resent to the client. Examples of forces beyond the control of either the seller or the sellers suppliers are including but not limited to war, sabotage, insurrection, riot or other civil act of disobedience, act of a public enemy, act of government or any government agency or subdivision thereof affecting the terms of this contract or otherwise, judicial action, labour dispute, accident, fire, explosion, flood, storm, abnormal winds, earthquakes, radiation, falling objects, vandalism, subsidence, shortage of labour, illness or injury to employees or/and workers severely restricting the ability of the contract to be performed, shortage of fuel or raw materials, shortage of tools, shortage of dies or equipment, or technical or yield failure or any other extraneous causes outside the reasonable control of the seller. An example of forces out of the control of Taylors Electrical Ltd may be a national shortage of material causing an increase in purchase price.

Any costs incurred to the seller in respect to the customer's restrictions which the seller has not been notified of in adequate time will be subject to charge.

### **Payments**

The current agreed cost to be paid to Taylors Electrical Ltd for services is detailed in the contract or quotation. This cost may be changed provided both parties to this contract are agreed on the new cost and the details are in written format. Where the contract is based on an estimate the price may be changed or varied to suit the works undertaken. Any agreed changes to cost will form part of the contract.

If a day rate is provided instead of a quotation or estimation, in the event that a full day is not complete then the hours for that day will be billable to the customer and payment is to be made to Taylors Electrical Ltd on the week following the weeks work complete. The individual hour rate will be calculated by dividing the day rate by the number of normal working hours in the day.

All payments/money owed by the customer will be paid within 7 days of the date the work is complete unless otherwise agreed.

All payments are to be made by bank transfer or cash. No cheques will be accepted unless prior approval from a director of Taylors Electrical Ltd.

Taylors Electrical Ltd works on an advance payment system. This means that at all times the client will be required to pay in advance for material and labour supplied to the contract, payments will be required at the start of the job to cover initial outlay and at routine intervals throughout the job. A normal interval of payment is usually every 1-2 weeks. Percentage based payments may be applied at pre determined intervals such as after 1<sup>st</sup> fix and second fix.. Taylors Electrical Ltd may at any time in the contract calculate the amount of labour and material used and supplied to the contract and with regards to the final value of the contract request a settlement payment to bring the contract to a balance where all material supplied and labour supplied is paid in full. Failure of the customer to keep to the agreed payment dates may result in delays or a stop in work. Taylors Electrical Ltd will not be liable for any costs or delays incurred to the customer as a result of a failure of the customer to keep to the agreed payment dates. This term is a vital and fundamental part of all contracts.

Any payments due that have not been received after 30 days of agreed payment dates will be deemed overdue and may be forwarded to a debt recovery agency for collection. The use of such debt recovery



companies may involve additional costs on the outstanding balance. Statutory interest on the outstanding balance and late payment charges may also apply. Typical charges start from 5% monthly of the outstanding balance. The customer accepts that where payments owed to Taylors Electrical Ltd are overdue, any expenses legal or non legal and additional costs involved in recovering the amount owed to Taylors Electrical Ltd will be recoverable from the customer.

Taylors Electrical Ltd reserves the right to at any time after a debt has been deemed overdue to seek legal action by the way of the English courts.

### **Advance payments**

Where the work to be undertaken is quoted or estimated an advance payment the exact value to be confirmed of the labour cost price will be required before the start of the work. The full cost of material, fixtures, lamps and lighting is also required on advance before the start of work.

Where a payment has been received by Taylors Electrical Ltd on advance, this payment will not be refundable where the advance payment is used to purchase non refundable material or products for the contract. Taylors Electrical Ltd will not offer refunds where a contract has been agreed and an advance payment has been received however at the discretion of the director of Taylors Electrical Ltd a refund or other arrangement may be considered.

### **Alterations, Additions and Variations**

Where the customer requests an alteration, addition or variation to works agreed and started or already complete or works quoted for, the customer will need to submit a written request to Taylors Electrical Ltd detailing exactly what the alteration, addition or variation is, this will then be reviewed, and if accepted by Taylors Electrical Ltd any additional costs or deductions will be added to the quote. Any expenses/costs incurred to Taylors Electrical Ltd in the process of making alterations or variations to any work or quote will be billed to the customer.

Where a written request has not been submitted, written evidence of the contracting parties agreeing to the alteration, addition or variation will suffice.

Unless otherwise agreed alterations, additions or variations will be charged at the normal rates for contracting work. Details of rates can be provided upon request.

Where the seller supplies services to the customer in accordance with customer specification, any alteration, variation or addition may be subject to an extra charge and the customer shall indemnify the seller against all damages, penalties, costs and expenses to which it may become liable through the infringements of third party rights.

### **Material, Risk and Title of Goods & Property**

All material/products used as requested by the customer will remain the property of Taylors Electrical Ltd, (the seller) until final payment is received in full. Any charges incurred by late payments from the customer to the seller for the purpose of purchasing material/products will be forwarded to the customer and payment is to be received in line with the seller's terms and conditions as stated. All non returnable material/products purchased by the seller for the customer will be liable for reimbursement by the customer even if the customer no longer requires the purchase.

All material/products installed on site will be the responsibility of the customer and in the event of damage or theft Taylors Electrical Ltd will not be liable for replacement or reinstatement. Any additional costs due to theft or damage will be charged to the customer. The customer is responsible for adequate insurance of dwellings and service location for entire time of work.

The risk in the material/property supplied by the seller shall pass to the customer as soon as they are in the customer's possession. Material and products installed will be in the customer's possession. Evidence of acceptance of material/property where not installed may be by way of signature of confirmation of acceptance.



When payment for the products is overdue or the customer suffers distress or execution to be levied against its effects, makes an arrangement or composition with creditors or being a corporate body, enters in to liquidation or has an administrator or receiver appointed for the whole or any part of the undertaking or, being an individual, has a receiving order of bankruptcy made against them then: if the customer remains in possession of the material/products, whether or not the customer has sold them, the seller shall be entitled to recover the material/products from the customer. The seller, for the purpose of recovery of its material/products, may enter upon any premises where they are stored or installed and repossess the same. Liability for loss or damage passes to the customer on acceptance of the material/products. All material/products installed will be classed as accepted by the customer.

### **Inspection and Acceptance**

Material/products and services will be conclusively deemed accepted by the customer unless a notice of rejection has been sent by the customer within a 30 day period. The 30 day period starts upon receipt of the material, product or services by the customer or where no receipt is evidenced then on the date of installation.

### **Electrical Certificates**

On completion of works and receipt of final payment all certificates and documents as required will be issued.

### **Contingencies**

Taylor's Electrical Ltd will not be held responsible or liable for any delays in the completion of the project due to any reason whatsoever unless it can be clearly shown and evidenced that Taylor's Electrical Ltd was responsible.

Taylor's Electrical Ltd shall not incur any liability whatsoever for any direct or indirect loss including but not limited to loss of profit, loss of business opportunities, increased operating costs, consequential loss, purely economic loss, distress, suffering, inconvenience, discomfort, emotional trauma or otherwise, liquidated or other damages payable or suffered by any person, as a result in the delay of completion of a project.

The seller will not be liable whatsoever for any delay in performance or for non performance in whole or part caused by the occurrences of any contingency beyond the control of either the seller or the seller's suppliers, including but not limited to war, sabotage, insurrection, riot or other civil act of disobedience, act of a public enemy, act of government or any government agency or subdivision thereof affecting the terms of this contract or otherwise, judicial action, labour dispute, accident, fire, explosion, flood, storm, abnormal winds, earthquakes, radiation, falling objects, vandalism, subsidence, shortage of labour, illness or injury to employees or/and workers severely restricting the ability of the contract to be performed, shortage of fuel or raw materials, shortage of tools, shortage of dies or equipment, or technical or yield failure or any other extraneous causes outside the reasonable control of the seller.

Taylor's Electrical Ltd shall not incur any liability whatsoever where the workmanship, materials, components have been compromised by defects in or the failure of the sub structure or any adjacent or surrounding materials or components.

Taylor's Electrical Ltd shall not incur any liability whatsoever where the workmanship, materials, components have been compromised by inaccurate, inadequate or insufficient designs, drawings, dimensions or other information provided or omitted to be provided to Taylor's Electrical Ltd.

Taylor's Electrical Ltd shall not incur any liability whatsoever where the workmanship, materials, components have been compromised due to defects in the existing building, property, installation or construction site.



Taylor's Electrical Ltd will not be liable for damage caused or any loss whatsoever by latent defects in any product or material (not observable on reasonable inspection).

Taylor's Electrical Ltd will not be liable for failure or damage caused if it found that the client or user has caused the failure or damage by neglect, omission or direct action of which the client or user was or should have been aware would cause the failure or damage.

Taylor's Electrical Ltd will not be liable for failure or damage caused if it found that the client or user has failed to carry out routine or required maintenance and inspections in line with manufacturer's or standard industry practice.

### **Guaranties/Warranties**

The seller offers 12 months guarantee on workmanship. All material/products are subject to their individual warranties as stated by companies supplying these products. The seller will replace any faulty part as part of the seller's guarantee within 12 months of installation provided the part is still under warranty from the manufacturer. The seller is not to be held responsible for faulty goods supplied by such companies or liable for losses caused by faulty goods. The word losses covers financial loss of any kind, time loss and any other loss that may be incurred in the undertaking of the electrical project. The seller can at its own discretion charge for extra labour in the replacing of faulty equipment supplied by manufacturer if it is reasonable to do so. The seller will not be held liable for costs due to replacement or refund of any products that are non returnable or non replaceable.

### **Electronic/component compatibility**

Where different components are installed and they rely on each other to operate for example a dimmer switch and an LED lamp, Taylor's Electrical Ltd will not be liable for any incompatibilities with the operations of those devices unless a guarantee of working compatibility has been provided in writing by a director. A quote or estimate detailing recommended components and devices is not a guarantee for the purpose of this clause. Incompatibilities may be but is not limited to flickering lights, reduced dimming effect, etc.

### **Limitation of liability**

The seller shall not be liable to the customer or any other person for indirect, special, incidental, consequential, punitive, or exemplary damages arising out of or in connection with work proposed or undertaken or any acts or omissions associated therewith relating to the sale or use of any material/products or items or services furnished, whether such claim is based on breach of warranty, contract, tort or other legal theory, and regardless of the causes of such loss or damages or whether any other remedy provided herein fails.

### **Sellers Rights**

The seller has the right to cancel the contract if the customer breaches any of the terms and conditions in this contract. Where a contract is cancelled for breach of contract all monies owed by either party up to the date of breach must be settled. All material/products purchased before the date of cancellation must be paid for by the customer.

### **Customers Rights**

The customer has the right to cancel the contract if the seller breaches any of the terms and conditions in this contract. Where a contract is cancelled for breach of contract all monies owed by either party up to the date of breach must be settled. All material/products purchased before the date of cancellation must be paid for by the customer.

### **Rescission**

Where a contract is rescinded all monies owed by either party up to the date of rescission must be settled. All material/products purchased before the date of rescission must be paid for by the customer.

### **Access**

The customer shall grant Taylor's Electrical Ltd access to the installation address at reasonable times for the purpose of undertaking the specified work.





**Accidental damage**

Where damage is caused to any part of the existing property or installation by Taylors Electrical Ltd during the course of works then Taylors Electrical Ltd will repair or replace any damaged part. In the event that damage has occurred to a part of the property or installation Taylors Electrical Ltd will as best as possible match the existing finish however if an exact match is not possible the customer accepts that a close as possible match given the current material available will suffice.

In regards to drilling of holes in walls some minor damage may occur for example a cable hole drilled through an external or internal wall may cause some minor damage to the brick work commonly called blowing out. Taylors Electrical Ltd will take every care to ensure damage if any is reduced to a minimum however the client accepts that there is a small risk that damage may occur where drilling is required.

The client accepts that where drilling of walls and ceilings is required some damage to the drilled structure may occur and any repairs will only be to a pre decorative finish.

**Testing and inspecting**

All appliances/equipment must be disconnected from the electrical installation as far as is reasonably practical by the customer prior to an electrical test and inspection. Where it is not practical or not safe for the customer to disconnect appliances/equipment as is the case with high volumes of It equipment or fixed equipment Taylors Electrical Ltd will disconnect and reconnect as part of the test and inspection.

Taylors Electrical Ltd must be made aware of all appliances/equipment that have not been disconnected prior to commencement of tests, especially where appliances/equipment are vulnerable to damage from tests.

Taylors Electrical Ltd will not be held liable for damages resulting from tests and inspections if the above procedure has not been followed by the customer.

**Additional**

In the case of work involving the chasing of walls, ceiling etc prior to installation of electrical cables, Taylors Electrical Ltd will not be held liable for repair works unless prior written agreement by a director has been obtained. Where Taylors Electrical Ltd has agreed to repair any part of the building the finish may not be exactly the same as the building but every effort will be made to match the existing. All repairs will only be to a pre decorative finish.

Where support and bracket work is required and has been fitted to any part of the building, it will be for the client to paint the support or bracket to match the building finish unless otherwise agreed by Taylors Electrical Ltd. Where Taylors Electrical Ltd has agreed to paint the supports or brackets the finish may not be exactly the same as the building but every effort will be made to match the existing.

Where cables can be routed behind cupboards for example in a new kitchen refit then it is not required to fully chase cables in the walls. Chases will therefore be semi chases with only the minimum amount of chasing work. Normally all cables under the worktop will be clipped and only chased from worktop to socket.

**Swimming pools**

Taylors Electrical Ltd will recommend products from different manufactures for example for services such as pool heating. The recommendation provided is based on the manufacturers details of the product recommended and Taylors Electrical Ltd will not take responsibility for products not being sufficient. The client has an obligation to ensure that the recommended product is suitable for the purpose required before accepting the estimation, quotation and recommendation. The client accepts the risk that the manufacturers details may not adequately reflect on site performance.

**Removals and Disposal**

Where fixtures and fittings or any other material has been removed from the building in order to undertake the electrical works it will be for the site owner to arrange disposal. Taylors Electrical Ltd will not be liable for any disposal unless expressly agreed for in the contract.



**Fitness for works**

All quotations and estimates provided by Taylors Electrical Ltd are contingent on Glen Taylor being fit and well for work. Fitness and wellbeing will be determined by the physical and/or mental ability to be able to fulfil the quotation or estimate. Where it is found that the fitness or wellbeing is not sufficient then Taylors Electrical Ltd and or a suitable representative of Taylors Electrical Ltd may cancel/revoke any quotations, estimates, agreements or legal relationships with immediate effect. All monies owed by either party will be paid or refunded except where payments have been used to purchase non refundable material or costs.

**Changes to contractual relationship**

Any changes to our contractual relationship must be in written format and agreed by both parties.

