



GAVIN JONES ELECTRICAL

DOMESTIC • COMMERCIAL • INDUSTRIAL

TERMS AND CONDITIONS BETWEEN GAVIN JONES SERVICES LTD T/A GAVIN JONES ELECTRICAL REFERRED TO AS THE CONTRACTOR AND ANY PERSON, COMPANY OR INSTITUTION REFERRED TO AS THE CLIENT.

Price

- (a) The price quoted is exclusive of VAT and is based on current cost of equipment, materials and labour.
- (b) Unless previously withdrawn, this quotation will remain open for acceptance in writing for 30 days from the date hereof or for any other period expressly stated. Thereafter the quotation will be subject to confirmation by the contractor on the receipt of an order.
- (c) The contractor may make in certain circumstances an extra charge in respect of any period of time, which he is unable to proceed with the work on account of delays, which have arisen through no fault of his own. Delays will be charged at £75.00 +VAT per hour, per engineer (charged in 30 minute periods).
- (d) The Contractor reserves the right to charge for wasted labour, travel time, waiting time and any other reasonable losses incurred where access is unavailable at the agreed arrival time and/or arrival period.

(1) A charge of between 25% and 100% of the contract value will be made (Contract value of £2000.00 +VAT or below). The charge shall reflect the Contractor's reasonable losses incurred, including labour allocated, travel, materials ordered and administrative costs, and may amount to between 25% and 100% of the contract value.

(2) A waiting charge of £75.00 +VAT per hour, per engineer (charged in 30 minute periods).

- (e) Unless otherwise stated, the quotation is based upon the work being carried out during recognised normal working hours Monday to Friday 08:00 to 17:00.
- (f) Unless specially included, the quotation does not cover the cost of any work by other trades or any statutory fees.
- (g) Any additional work or variation shall be charged on a time and materials basis or be the subject of a separate quotation.
- (h) Any quotation is based upon visible conditions at the time of survey. Any defects or deficiencies found in existing building or wiring system which require to be attended to for satisfactory completion of the quoted work, or to satisfy statutory requirements and not specially referred to in quotation shall be the responsibility of the client. If the client arranges for any part or the whole of such work to be carried out by the contractor it shall be the subject of a separate quotation or to be charged as an extra on a time and materials basis.
- (i) The Contractor accepts no responsibility for defects, faults or failures arising from existing wiring, accessories, equipment or installations not installed by the Contractor, except where caused directly by the Contractor's negligence.
- (j) The contractor shall take every care during the carrying out of the work but the quotation does not include renewing flooring or incidental replastering or redecoration subsequent upon the proper execution of the work. In particular the customer shall remove or be responsible for all floor coverings including carpets and lino, unless otherwise agreed the contractor shall lift but not relay softwood tongued and grooved flooring as necessary. It is not always possible to avoid minor damage but the contractor will make every effort to keep this to a minimum. The contractor shall not be responsible for lifting and relaying chipboard or hardwood flooring.
- (k) Unless otherwise stated, the quotation is based on equipment/accessories from our standard white range.
- (l) No warranty is given on materials, equipment or accessories supplied by the Client. Any labour associated with fault diagnosis, removal or replacement shall be chargeable.
- (m) The quotation is based on the assumption that no asbestos-containing materials are present in areas affected by the works. Should asbestos or any other hazardous material be discovered, the Contractor reserves the right to suspend works until the material has been safely removed and any resulting costs shall be chargeable to the Client.
- (n) The Client shall provide safe access to the property, adequate working space, lighting and electrical supply where reasonably required. Delays or additional costs resulting from failure to do so may be charged to the Client.

Photographs

The Contractor may take photographs of the works before, during and after completion for record-keeping, warranty and dispute-resolution purposes.

Drawings

Unless expressly otherwise stated, where drawings are submitted with the quotation they shall be demonstrative only and are not prepared to show specially the type of precise position of construction or installation.

Terms of payment

- (a) The Contractor reserves the right to request a deposit or stage payments for larger contracts. Any such payment schedule shall be agreed before commencement of the works.
- (b) Payment is due immediately upon completion of the works and receipt of invoice unless otherwise agreed in writing.
- (c) Any complaint must be notified in writing within 14 days of the original invoice date.
- (d) In the event of failure by the client to make payment in accordance with these terms of payment the contractor may charge the client interest on outstanding amounts. Interest will accrue on overdue amounts at a rate of 8% per annum above the Bank of England base rate, calculated daily.
- (e) After 7 days of the original invoice due date any unpaid account will be subject to an administration charge of £75.00 +VAT.
- (f) After 30 days of the original invoice due date any unpaid account will be passed to an appointed debt collection service for recovery and/or litigation proceedings.
- (g) Any bank charges incurred by the contractor as a result of default in payment i.e. countermanded or returned cheques etc. will be passed to the client.
- (h) All guarantees are invalid until payment in full is received by the contractor.
- (i) In the event of cancellation of this contract being requested by the client within 14 working days of the agreed start date and the contractor accepting, The client shall reimburse all costs incurred, including labour allocated, materials ordered and any reasonable loss resulting from cancellation:

(1) Administrative charges £75.00 +VAT

(2) If the goods ordered have been obtained by the contractor a charge of 25% of the contract value will be made.

- (j) In the event of cancellation of this contract being requested by the client within 5 working days of the agreed start date and the contractor accepting, The client shall reimburse all costs incurred, including labour allocated, materials ordered and any reasonable loss resulting from cancellation:

(1) Administrative charges £75.00 +VAT

(2) A charge of 50% of the contract value will be made.

- (k) In the event of cancellation of this contract being requested by the client within 24 hours of the agreed start date and the contractor accepting, The client shall reimburse all costs incurred, including labour allocated, materials ordered and any reasonable loss resulting from cancellation:

(1) Administrative charges £75.00 +VAT

(2) A charge of 100% of the contract value will be made.



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Completion

- (a) Time shall not be of the essence unless expressly agreed in writing by the Contractor.
- (b) The contractor shall make every endeavour to carry out the work within the period stipulated or if no period is stipulated within a reasonable time but shall not be held responsible for any delay, loss or damage arising out of any cause beyond his control.
- (c) Because of changes in design or modification by the manufacturers or through lack of availability the contractor may not be able to supply the equipment originally specified. In such event he shall be regarded as satisfactorily completing the contract if he supplies with the agreement of the customer a satisfactory and reasonable alternative item and the price shall be adjusted accordingly.
- (d) Certificates, test reports and notifications remain the property of the Contractor until all outstanding sums have been paid in full.
- (e) The Contractor shall not be liable for any delay or failure to perform its obligations where such delay or failure arises from circumstances beyond its reasonable control, including but not limited to adverse weather, supplier shortages, material unavailability, transport disruption, power outages, labour shortages, industrial action, illness, government restrictions, restricted site access, or the discovery of unsafe or non-compliant existing installations. In such circumstances, the Contractor shall be entitled to a reasonable extension of time and to recover any additional costs reasonably incurred.

Property and materials

- (a) All materials, appliances and fitments and other goods shall become the property of the client when payment is made in full, but remain the property of the contractor until such payment is made.
- (b) Materials, appliances and fitments are the responsibility of the client once delivered to site.

Risks

- (a) The contractor shall not be responsible for equipment, materials, appliances and fitments supplied by him during the course of the work, and shall not be liable to replace equipment already installed or redo work already carried out by him which may have been destroyed, damaged or stolen in circumstances where he is not at fault.

Limitation of Liability

- (a) Except in respect of death or personal injury caused by negligence, fraud, or any liability which cannot be excluded by law, the Contractor's total liability arising from the works shall not exceed the total value of the contract.
- (b) The Contractor shall not be liable for any indirect, consequential or economic loss, including loss of profit, loss of business or loss of revenue.

General Guarantee

- (1) The contractor guarantees that all goods and materials supplied by him if ordered by description and/or specification shall correspond to that description.
- (2) The contractor guarantees that all materials supplied by him shall be of satisfactory quality and reasonably fit for the particular purpose for which they are purchased. But this guarantee does not extend (a) if the goods were examined by the customer before fitting to defects which that examination ought to have revealed or (b) to defects pointed out to the customer before supply or (c) where the client does not or it is unreasonable for him to rely on the skill or judgement of the contractor.
- (3) The contractor will make good any defects due to bad workmanship and repair or replace any defective materials or goods supplied provided that any defects are brought to his notice within twelve months of completion of the work. But this guarantee does not extend to:
 - a) Any drawings or designs prepared by persons other than the contractor or any suppliers and any extra work necessary caused by defects in such drawings or designs shall be charged as an extra under clause 1 (f) and (g).
 - b) Any loss or damage direct or indirect nor to any extra work entailed due to the apparatus being put into operation by the client or at his request before it is handed over for beneficial use.
 - c) Any consequential loss or damage caused directly or indirectly by any defects in any articles or materials not manufactured by him except in case of negligence or breach of contract.
 - d) Lamps, bulbs and tubes.
- (4) These guarantees are given subject to the Sale of Goods Act 1979 and the Unfair Contract Terms Act 1977.
- (5) Nothing in these Terms and Conditions shall affect any statutory rights available to consumers, including any cancellation rights under applicable consumer protection legislation.

Smart Products

- (a) The Contractor guarantees that all smart products supplied and installed by the Contractor shall comply with applicable regulations and manufacturer's installation requirements in force at the time of installation.
- (b) The Contractor accepts no responsibility for the quality, strength, reliability or availability of any Wi-Fi, internet, mobile network or other communication service at the Client's property. It is the Client's responsibility to ensure that adequate signal coverage and connectivity are available at the installation location.
- (c) Where a smart product fails to operate correctly due to inadequate Wi-Fi, internet connectivity, mobile signal strength or network interruptions, the installation shall be deemed complete and compliant with the specification and quotation.
- (d) The Contractor accepts no responsibility for the operation, availability, functionality, updates, security, compatibility or continued support of any third-party software, application, cloud service or online platform associated with a smart product.
- (e) Where a smart product fails to operate correctly as a result of issues relating to third-party software, applications, cloud services, firmware updates or manufacturer systems, the installation shall be deemed complete and compliant with the specification and quotation.
- (f) Any return visit requested by the Client in relation to connectivity issues, software configuration, account setup, mobile applications, network settings or issues not arising from the Contractor's workmanship shall be chargeable at the Contractor's prevailing rates.