



# GAVIN JONES ELECTRICAL

## DOMESTIC • COMMERCIAL • INDUSTRIAL

### TERMS AND CONDITIONS BETWEEN GAVIN JONES SERVICES LTD T/A GAVIN JONES ELECTRICAL REFERED TO AS THE CONTRACTOR AND ANY PERSON, COMPANY OR INSTITUTION REFERED 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- (b) Unless previously withdrawn, this quotation will remain open for acceptance in writing for 30 days from the date hereof or for any other period expressly stated.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.
- (d) Unless otherwise stated, the quotation is based upon the work being carried out during recognised normal working hours Monday to Friday.
- (e) Unless specially included, the quotation does not cover the cost of any work by other trades or any statutory fees.
- (f) Any additional work or variation shall be charged on a time and materials basis or be the subject of a separate quotation.
- (g) 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.
- (h) 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, lino wood and tiles, 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.

#### 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) An immediate payment shall be payable to the contractor on completion of works, unless otherwise stated.
- (b) 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 at the rate of 8% above the minimum rate of the Bank of England per day the account is overdue.
- (c) After 7 days of the original invoice date any unpaid account will be subject to an administration charge of £60.00 +VAT and passed to an appointed debt collection service for recovery and/or litigation proceedings.
- (d) 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.
- (e) All guarantees are invalid until payment in full is received by the contractor.
- (f) 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 following charges will be made:
  - (1) Administrative charges £60.00 +VAT
  - (2) If the goods ordered have been obtained by the contractor a charge of 25% of the contract value will be made.
- (g) In the event of cancellation of this contract being requested by the client within 24hrs of the agreed start date, the following charges will be made:
  - (1) A charge of 100% of the contract value will be made.

#### Completion

- (a) The contractor shall make every endeavour to carry out the work within the period stipulated or if no period is stipulated within a responsible time but shall not be held responsible for any delay, loss or damage arising out of any cause beyond his control.
- (b) 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.

#### 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.
- (c) The contractor shall not make good of any plasterwork or decoration.
- (d) If agreed by the client, the contractor will lift and re-lay carpet floor coverings, however take no responsibility for the carpet.

#### 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 the contractor is not at fault.

#### 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 merchantable 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.