

# Terms & Conditions

Whiley Contracting Ltd (trading as Whiley Electrical)

Registered office: 24 Brookside Business Park, Stone, Staffordshire, ST15 0RZ • Company no. 09412602

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These Terms & Conditions (the "Terms") set out the basis on which Whiley Contracting Ltd, trading as Whiley Electrical ("we", "us", "our"), provides electrical installation, repair, testing and associated services to customers ("you", "your") in England and Wales. Please read them carefully – by accepting our quotation, or by asking us to start work, you agree to be bound by them.

## 1. About us

We are Whiley Contracting Ltd, a company registered in England and Wales (company number 09412602) with our registered office at 24 Brookside Business Park, Stone, Staffordshire, ST15 0RZ. We trade under the name "Whiley Electrical".

We are registered with NAPIT as a Part P competent-person for electrical work in dwellings, and we hold public liability insurance to the value of £2,000,000. Evidence of our registration and insurance cover is available on request.

- Email: [info@whileyelectrical.co.uk](mailto:info@whileyelectrical.co.uk)
- Telephone: 07871 183258

## 2. Definitions

- "Customer" means the person(s) for whom we are carrying out the Work and who is named on the quotation or invoice.
- "Quotation" means our written estimate or quotation describing the Work to be carried out and the price.
- "Work" means the electrical work, installation, testing, inspection or other services set out in the Quotation.
- "Materials" means the goods, components and equipment supplied by us as part of the Work.
- "Site" means the address at which the Work is to be carried out.

## 3. Quotations and estimates

Unless stated otherwise, our Quotations are valid for 30 days from the date of issue. A Quotation is not a binding offer – a contract is formed only when you accept the Quotation (in writing, by email or verbally) and we confirm acceptance, or when we begin work with your agreement.

Estimates given verbally or without a site survey are indicative only and may change once we have inspected the Site. Where we need to open up existing fabric, access concealed wiring or carry out exploratory work, we will tell you in advance and may need to provide a revised price.

## 4. Your right to cancel (domestic customers)

Where we agree a contract with you away from our business premises (for example at your home) or at a distance (for example by telephone or email), you have the right to cancel the contract within 14 days of the day the contract is made, without giving any reason, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

To cancel, please tell us in writing by email to [info@whileyelectrical.co.uk](mailto:info@whileyelectrical.co.uk) or by telephone on 07871 183258, giving your name, the address of the Work and a clear statement that you wish to cancel. We will refund any money paid in advance within 14 days of receiving your cancellation.

If you ask us to start work within the 14-day cancellation period: if you expressly ask us to begin the Work before the 14-day cancellation period has expired, you remain entitled to cancel, but you will be liable to pay for the Work already carried out (including any Materials already supplied) up to the point we receive your cancellation notice. Where the Work has been fully completed within the 14-day period at your request, the right to cancel is lost once performance has begun with your agreement.

## 5. Price and payment

Unless otherwise stated in the Quotation, the price includes labour, Materials, testing, certification and VAT where applicable. Our final invoice is due for payment in full on completion of the Work, unless we have agreed stage payments or a deposit in writing for a specific job (for example where significant Materials are ordered in advance).

Payment may be made by bank transfer or cash. Our bank details are shown on the invoice. Cheques are not accepted unless specifically agreed.

If any invoice remains unpaid more than 14 days after the due date, we reserve the right to charge interest at 3% above the Bank of England base rate on the outstanding amount, together with reasonable costs of recovery, under the Late Payment of Commercial Debts (Interest) Act 1998 where it applies, or otherwise in accordance with your contract with us.

## **6. Our work and standards**

We will carry out the Work with reasonable care and skill, in accordance with:

- BS 7671 (the IET Wiring Regulations) current edition and any applicable amendments;
- Part P of the Building Regulations for England and Wales, where applicable;
- The Electricity at Work Regulations 1989 and other relevant health & safety legislation;
- The terms of our NAPIT registration and any manufacturer instructions for Materials installed.

On completion of notifiable work we will issue the appropriate electrical certificate (Electrical Installation Certificate, Minor Electrical Installation Works Certificate, or Electrical Installation Condition Report as applicable) and, where required, register the work under the Part P competent-person scheme so that you receive a Building Regulations compliance certificate.

## **7. Specialist installations (EV chargers, solar PV, battery storage, heat pumps)**

Where the Work involves an electric vehicle (EV) charger, solar PV, battery storage or heat-pump installation, the following additional terms apply:

- We will carry out any required pre-installation checks on the existing supply, earthing arrangement, main fuse size and consumer unit capacity. If an upgrade is required before installation can proceed, we will inform you and agree any additional cost in writing before going ahead.
- Where a Distribution Network Operator (DNO) notification or approval is required, we will submit the application on your behalf but timescales are determined by the DNO and are not within our control.
- We will commission the equipment and hand over the manufacturer documentation, warranty registration details and any necessary user instructions. It is your responsibility to register product-specific manufacturer warranties unless we expressly agree to do so on your behalf.
- Where a grant, scheme payment or tariff is relevant to the installation, we will provide the installer paperwork we are required to provide. Eligibility, application and payment are matters between you and the scheme administrator.

## **8. Materials, access and the Site**

Unless otherwise agreed, we will supply all Materials needed to complete the Work. Where you supply Materials yourself, we accept no responsibility for defects in those Materials or for their suitability for the installation, and any manufacturer warranty on those items is a matter between you and the supplier.

You agree to provide safe and reasonable access to the Site during the agreed working hours, together with access to mains water, electricity and welfare facilities where reasonably required. If access is delayed or denied on the agreed day, we reserve the right to charge reasonable costs for wasted time and any re-attendance.

We will take reasonable care to protect your property while working on Site. Except where specifically included in the Quotation, the Work does not include the making good of decorative finishes beyond a basic patch-and-fill standard.

## **9. Variations and extra work**

If during the Work you ask us to carry out additional or varied work, or if we identify work that is necessary for safety or for the installation to comply with BS 7671, we will tell you before proceeding and agree any additional cost with you in writing (including by email or text message). Extras are chargeable at our standard rates unless we agree a fixed price.

## **10. Workmanship guarantee**

We guarantee the quality of our workmanship for a period of 12 months from the date of completion of the Work. During the guarantee period we will return and put right, free of charge, any defect that is attributable to our

workmanship. Our workmanship guarantee is backed by the NAPIT Guarantee Scheme, which provides additional protection for customers in the event that we are unable to fulfil our obligations. Full details of the NAPIT Guarantee Scheme are available on request.

This workmanship guarantee does not cover:

- Faults or damage caused by misuse, accident, alteration or work by others after we have left Site;
- Defects in Materials supplied by you or by a third party on your behalf;
- Fair wear and tear, consumables (e.g. lamps, fuses) or the failure of components outside the manufacturer warranty period;
- Issues caused by pre-existing defects in the installation that were not part of the Work we carried out.

Manufacturer warranties on Materials we supply run alongside this guarantee for whatever period the manufacturer offers, and we will assist you to claim under them where appropriate. This guarantee does not affect your statutory rights under the Consumer Rights Act 2015.

## **11. Our liability to you**

Nothing in these Terms limits or excludes our liability for: (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; (c) any breach of the terms implied by the Consumer Rights Act 2015; or (d) any other liability that cannot lawfully be limited or excluded.

Subject to the above, and to the extent permitted by law, our total liability to you for any loss or damage arising from or in connection with the Work shall not exceed the greater of: (i) the price actually paid by you for the Work under the relevant contract; or (ii) the limit of our public liability insurance (currently £2,000,000). This limitation does not apply to claims for death, personal injury or any liability that cannot be excluded by law.

We are not liable for pure economic loss, loss of profit, loss of business, business interruption or any indirect or consequential loss, except where such loss arises from our negligence or breach of a statutory duty.

We hold public liability insurance to the value of £2,000,000. A copy of the insurance certificate is available on request.

## **12. Complaints**

We take any complaint seriously and are committed to resolving issues quickly and fairly. If you are unhappy with any part of the Work or the service you have received, please contact Jonny White on 07871 183258 or at [info@whileyelectrical.co.uk](mailto:info@whileyelectrical.co.uk). We will acknowledge your complaint within 3 working days and aim to resolve it fully within 28 days.

A full copy of our Complaints Policy is available on request. If we are unable to resolve your complaint to your satisfaction, you may have access to Alternative Dispute Resolution (ADR) — details will be provided at the point a complaint cannot be resolved.

## **13. Data protection**

We will process any personal data you provide (such as your name, address, contact details and job information) in accordance with the UK General Data Protection Regulation and the Data Protection Act 2018. We use your data only to provide the Work, to meet our legal and regulatory obligations (including notifying installations under Part P and to the DNO where applicable), and to contact you about the job. We do not sell your data to third parties. For full details please see our Privacy Policy at [whileyelectrical.co.uk](http://whileyelectrical.co.uk).

## **14. General**

These Terms, together with the Quotation and any written variations agreed between us, form the whole agreement between you and us for the Work and supersede any previous correspondence on the subject.

If any provision of these Terms is held by a court to be unlawful or unenforceable, the remaining provisions will continue in full force and effect.

No failure or delay by us in exercising any right under these Terms will be a waiver of that right.

## **15. Governing law and jurisdiction**

These Terms and any dispute arising out of or in connection with them are governed by the law of England and Wales. You and we submit to the non-exclusive jurisdiction of the courts of England and Wales. Nothing in this clause

prevents a consumer from bringing proceedings in their local court.

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Issued by: Jonny White, Director – Whiley Contracting Ltd  
Date issued: June 2026 | Review date: June 2027 (or sooner if legislation changes)