



ABL ELECTRICAL CONTRACTORS

Industrial • Commercial • Domestic

VAT Reg. nr: 932 8598 83

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Address: 39 Valley Rise

Watford

WD25 7EY

TERMS AND CONDITIONS

Should you have any unresolved queries, require further information or fail to be completely satisfied with our work please ring us and we will deal with the matter immediately

These terms & conditions & all contracts awarded between the Company & Customer shall be governed & construed in accordance with English law & shall be subject to the exclusive jurisdiction of the English law.

For the purpose of these terms & conditions the following words shall have the following meanings:

- (a) "The Company" shall mean ABL Electrical Contractors and any of its Engineer's or Operatives
- (b) "The Customer" shall mean the person or organisation for whom the Company agrees to carry out works &/or supply materials.
- (c) "The Operative" or "Engineer" shall mean the representative appointed by the Company.

1. These terms & conditions may not be released, discharged, supplemented, interpreted, varied or modified in any manner except by an instrument in writing signed by a duly authorised representative of the Company & by the Customer. Further, these terms & conditions shall prevail over any terms & conditions used by the Customer or contained or set out or referred to in any documentation sent by the Customer to the Company; by entering into a contact with the Company the Customer agrees irrevocably to waive the application of any such terms & conditions.

2. GENERAL INFORMATION:

- a. We may require you to have all areas cleared where works are carried out i.e. furniture/ appliances moved from walls, cupboards cleared out etc. This helps us to concentrate on the work in question, speeds up the installation period and therefore cuts down on overall cost. Where it is not possible for you to do so, please contact us a reasonable period before the works are to commence so that we may discuss this with you on site and provide any reasonable assistance.
- b. All reasonable care and attention will be made to protect the property/ premises against damage using dust sheets and other protective coverings where appropriate. We cannot, however, guarantee that no damage will occur in the course of the works and any damage resulting due to negligence on our part will be made good at our expense. We shall not be liable for any damage caused by the action or inaction of any other party.
- c. Due to dust generated from certain works we may require you to remove any sensitive equipment or items from the area where the works will be carried out. If this is not possible then please inform us prior to the commencement of the works and we shall take reasonable measures to assist you in protecting such equipment or items. Please note that it may be impossible to provide complete protection from dust in the works area.

3. GUARANTEE TERMS AND INFORMATION:

As a member of the NIC EIC all our work comes with an insurance backed warranty. We also offer a guarantee to all our clients. This ensures peace of mind for you and that our work is carried out to the current wiring regulations and the highest standards of workmanship.

The guarantee is subject to the following terms:

- a. Only work directly undertaken and installed by ABL Electrical Contractors is covered in this guarantee.
- b. The guarantee is valid for 12 months from date of completion of works.
- c. ABL Electrical Contractors will, at no cost to you, repair any faults on the fixed wiring system and replace any FAULTY accessories that we have installed. Standard maintenance is excluded from the guarantee.
- d. Broken accessories, accessories other than installed, drilling through electrical cables by others and alterations; other than by ABL Electrical Contractors; made to the fixed wiring after the installation period are not covered by this guarantee.
- e. In the event that any claim made under this guarantee is considered to be fraudulent or made dishonestly ABL Electrical Contractors will charge a call-out fee of £70 + VAT per hour or part thereof along with any other costs incurred. ABL Electrical Contractors reserves the right to take appropriate legal action to obtain payment including, but not limited to, a claim in the County Court.

ABL Electrical Contractors carry out work to the highest standard possible and current wiring regulations. All works carried out by us are fully documented. If you are unsure of a claim, please ring our office

4. TERMS OF SERVICE AND ESTIMATES:

- a. The Company reserves the right to refuse or decline work at its own discretion. Where the Company agrees to carry out works for the Customer those works shall be undertaken by the designated operative of Company at its absolute discretion.
- b. HOURLY RATE WORK. The total charge to the Customer shall consist of the cost of materials supplied by the Company (not exceeding the trade purchase price of materials + 20%) & the amount of time spent by the operative in carrying out works (including all reasonable time spent in obtaining unstocked materials) charged in accordance with the Company's current hourly rates. The Customer shall only be charged for the time spent related to the Customer's work, all other time, personal mobile calls etc. is non-chargeable. All charges are subject to VAT at the prevailing rate except in cases where the work carried out is zero rated.
- c. Where a written quotation has been supplied to the Customer the total charge to the Customer referred to in the quote should not exceed the actual time taken by more than 20% but may be revised in the following circumstances: —
 - (i) if after submission of the quote the Customer instructs the Company (whether orally or in writing) to carry out additional works not

referred to in the quote.

(ii) If after submission of the quote there is an increase in the price of materials.

(iii) If after submission of the quote it is discovered that further works need to be carried out which were not anticipated when the quote was prepared.

(iv) if after submission of the quote it is discovered that there was a manifest error when the quote was prepared.

d. Where appropriate, ABL Electrical Contractors will refill any chases or holes made in plaster, render, stud walls, ceilings and exterior walls. Any redecoration required as a result of the works will be at the cost of the client. All due care and attention will be taken to minimize unnecessary damage.

e. Unless specifically instructed or specified in the quotation, ABL Electrical Contractors do not include building works in their estimates i.e. fitting noggins, digging trenches for cables, core drilling, lifting large amounts of carpet, floorboards or floor coverings or removal of any other building material.

f. If ABL Electrical Contractors are expected to provide their own waste disposal then this needs to be specified to allow for extra costs, otherwise it will be assumed that the Main Contractors waste disposal service may be used.

g. ABL Electrical Contractors can recommend a decorator to you. Please ask for further details. We shall not be liable for any loss or damage resulting from the recommendation.

h. ABL Electrical Contractors will not be liable for any loss or damage due to water leaks caused by disconnecting or removal of washing machines, fridge freezers, 'insinkers', water softeners, pumps, immersion heaters or any other electrical device/appliance connected to the plumbing system due to faulty, old or worn out plumbing fixtures or unsatisfactory workmanship from other party.

i. The Company will not guarantee any work in respect of blockages in waste & drainage systems etc.

The Company will not guarantee any work undertaken on instruction from the customer & against the written or verbal advice of the operative/engineer.

Work is guaranteed only in respect of work directly undertaken by the company & payment in full has been made. Any non-related faults arising from recommended work which has not been undertaken by the company will not be guaranteed.

The company shall not be held liable or responsible for any damage or defect resulting from work not fully guaranteed or where recommended work has not been carried out. Work will not carry a guarantee where the customer has been notified by the operative either verbally or indicated in ticked boxes or in Comments/ Recommendations of any other related work which requires attention.

The customer shall be solely liable for any hazardous situation in respect of Corgi Regulations or Gas Warning Notice issued.

j. Engineers operate under their own Corgi Registration & as such are solely responsible for any Gas related work & subsequent liability.

k. The Company shall be entitled to fully recover costs or damages from any operative/engineer/contractor whose negligence or faulty workmanship results in the Company being made liable for those damages or rectification of the work.

l. Where the Company agrees to carry out works on installations of inferior quality or over ten years old at that date no warranty is given in respect of such works & the Company accepts no liability in respect of the effectiveness of such works or otherwise.

m. The Company shall not be liable for any delay or for the consequences of any delay in performing any of its obligations if such delay is due to any cause whatsoever beyond its reasonable control & the Company shall be entitled to a reasonable extension of the time for performing such obligations.

5. PAYMENT TERMS:

a. Payments are due from the date shown on the invoice.

b. The Company does not offer a credit facility

c. A 3% surcharge will be added on for invoices not paid by 30 days and every 30 days thereafter

d. The material cost will be required as a deposit before any works commence and all materials will be delivered to site. Upon completion the balance will be invoiced (If specified in quotation)

e. Fortnightly or weekly interim valuations will be made, dependant on duration of works.

f. ABL Electrical Contractors is willing to discuss its payment terms if a longer period for payment is required. Please address any queries of this nature to our office in writing. If no issue has been raised as to payment terms when work commences, it will be assumed that our standard payments terms are satisfactory and payments will be due accordingly.

g. ABL Electrical Contractors has a strict payment policy and reserves the right to take any appropriate legal action to recover any outstanding monies. Such action may include, but is not restricted to, a claim in the County Court.

h. Title to any goods, supplied by the Company to the Customer shall not pass to the Customer but shall be retained by the Company until payment in full for such goods has been made by the Customer to the Company.

Until such time as title in the such goods has passed to the Customer:

(i) the Company shall have absolute authority to repossess, sell or otherwise deal with or dispose of all any or part of such goods in which title remains vested in the Company,

(ii) for the purpose specified in (i) above, the Company or any of its agents or authorised representatives shall be entitled at any time & without notice to enter any premises in which goods or any part thereof is installed, stored or kept, or is reasonably believed so to be.

(iii) the Company shall be entitled to seek a court injunction to prevent the Customer from selling, transferred or otherwise disposing of such goods.

Notwithstanding the foregoing, risk in such goods shall pass on delivery of the same to the Customer, & until such time as title in such goods has passed to the Customer, the Customer shall insure such goods to their replacement value & the Customer shall forthwith, upon request, provide the Company with a certificate or other evidence of such Insurance.

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6.COMPLAINTS PROCEDURES:

We strive to offer the best service available but appreciate that we might not have fulfilled all needs or expectations. Please do not hesitate to tell us where we might have let you down and our level best will be done to improve any shortcomings in our service. Any complaints should be made in writing and can be sent to our office either by post or e-mail.

7.GUARANTEEE CLAIMS:

- a.For non-emergencies please phone our office or send us an e-mail.
- b.For emergencies i.e. loss of critical power, lights, supplies to boilers or any other critical services,please phone 07830 022 517
PLEASE ENSURE THAT YOU HAVE READ AND UNDERSTAND THE TERMS OF SECTION 2 OF THIS DOCUMENT.

8.ACCEPTANCE OF QUOTATIONS AND CANCELLATIONS:

- a.In extreme scenarios, ABL Electrical Contractors reserves the right to postpone works 24 hours before works commence.
- b.Should you wish to accept our quotation - please contact our office by telephone or e-mail, this will be treated as a confirmation of acceptance of our quotation and a time slot will be allocated.
- c.Should you wish to cancel or postpone works please contact our office 3 days in advance.
- d.Less than 3 days notice will result in a late cancellation fee of £100+VAT.

9. Footnotes:

- (1) Working in partnership with the policy lead at BERR (The Department for Business, Enterprise & Regulatory Reform), NMO is the UK Enforcement Authority for the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment Regulations 2008 (the "RoHS Regulations"). These Regulations implement EU Directive 2002/95 which bans the placing on the EU market of new electrical and electronic equipment containing more than agreed levels of lead, cadmium, mercury, hexavalent chromium, polybrominated biphenyl (PBB) and polybrominated diphenyl ether (PBDE) flame retardants.
- (2) As stated in BS7671:2008 Wiring regulations for Electrical Installations Appendix 2
- (3) http://www.opsi.gov.uk/si/si1989/Uksi_19890635_en_1.htm

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