



## Terms and Conditions

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

(a) "The Company" shall mean Deluxe Electrical Limited.

(b) "The Customer" shall mean the person or organisation for whom the Company agrees to carry out works &/or supply materials.

The Operative or Engineer shall mean the representative appointed by the Company.

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.

**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 + 25%) & 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.

**FIXED PRICE WORK** shall be given as a firm cost, (manifest errors exempted) including Labour & Materials, and shall be within 10% over and above the equivalent total hourly rate cost. All costs are plus VAT at the prevailing rate.

Where a written estimate has been supplied to the Customer the total charge to the Customer referred to in the estimate 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 estimate the Customer instructs the Company (whether orally or in writing) to carry out additional works not referred to in the estimate.

(ii) if after submission of the estimate there is an increase in the price of materials.

(iii) if after submission of the estimate it is discovered that further works need to be carried out which were not anticipated when the estimate was prepared. (iv) if after submission of the estimate it is discovered that there was a manifest error when the estimate was prepared.



The Company shall not be under any obligation to provide an estimate to the Customer & shall only be bound (subject as hereinafter) by estimates given in writing to the Customer & signed by a duly authorised representative of the Company. The Company shall not be bound by any estimates given orally or in which manifest errors occur.

Material Collection.

Collection of non-stock items is chargeable but:

- (a) Time must be kept to a minimum & reasonable.
- (b) If the collection time is likely to exceed 45 minutes the customer must be additionally informed of the circumstances.
- (c) Only one engineer is allowed to leave the job to collect parts.

Invoices are due for payment immediately upon delivery to the Customer. Any part of that invoice which remains unpaid shall carry interest at the rate of 4% over the base rate until payment in full is received by the Company.

Where the date &/or time for works to be carried out is agreed by the Company with the Customer, then the Company shall use its best endeavours to ensure that the operative shall attend on the date & at the time agreed. However, the Company accepts no liability in respect of the non-attendance or late attendance on site of the operative/engineer or for the late or non-delivery of materials.

The Customer shall accept sole liability to discharge the Company's account unless he/she discloses to the Company when initially instructing the Company to carry out work &/or supply materials that he/she is acting on behalf of a third party (including, but not limited to, a Limited Company or partnership) & receiving a written estimate) the name of the third party appears on the written estimate.

If the Customer cancels their instructions prior to any work being carried out or materials supplied then the Customer shall be liable for any related expenditure together with the profit that would have been made by the Company had the work been carried out &/or materials supplied in accordance with such instructions.



If, after the Company shall have carried out the works, the Customer is not wholly satisfied with the works then the Customer shall give notice in writing within 12 months to the Company & shall afford the Company, and its insurers, the opportunity of both inspecting such works, & carrying out any necessary remedial works if appropriate. The Customer accepts that if he fails to notify the Company as aforesaid then the Company shall not be liable in respect of any defects in the works carried out.

The Guarantee shall be for labour only in respect of faulty workmanship for 12 months from the date of completion with the manufacturer's warranty in force. The Guarantee will become null & void if the work/appliance completed/supplied by the Company is:

(a) Subject to misuse or negligence.

(b) Repaired, modified or tampered with by anyone other than a Company operative. The Company will accept no liability for, or guarantee suitability, materials supplied by the Customer & will accept no liability for any consequential damage or fault.

(c) Unoccupied – not lived in by you or any other person authorised by you.

The company will not guarantee any work in respect of any existing electrical systems or fittings.

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 NICEIC Regulations or Warning Notice issued.

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.



Engineers whom operate under their own NECIC Registration & as such are solely responsible for any related work & subsequent liability.

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.

These terms & conditions may not be released, discharges, 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.

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.

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.

The Company shall only be liable for rectifying works completed by the Company & shall not be held responsible for ensuing damage or claims resulting from this or other work overlooked or subsequently requested & not undertaken at that time.



Prior to the commencement of an Installation:

If you own the Property with anyone else you must ensure that all your co-owners have consented to the Installation;

Obtain any planning permissions, consents and/or approvals required for the proposed Installation;

Ensure that there are no restrictions in relation to your Property that may affect the Installation including but not limited to your Property being in a conservation area or in an area of outstanding natural beauty.

Provide access to your Property on the dates for Installation set out in the Quotation or as otherwise agreed between you and the Company from time to time.

Provide any information about your Property that is relevant to the Installation.

Ensure that any information you give us is accurate and complete.

Make sure that you prepare your Property (at your own cost) to enable us to have access for the purpose of carrying out the Installation. You also agree to follow any reasonable instructions we give you in respect of your Property to make sure we can carry out the Installation.

Make sure you have protected your belongings and that you have moved any valuable or breakable items out of the areas we need access to and into a safe place.

You are responsible for ensuring that the information provided by you in the Quotation and during any Survey is accurate. In the event that we carry out any work at your Property before any necessary permissions approvals and/or and consents have been obtained (except those that we have agreed in writing to obtain) then we shall do so entirely at your risk and you will be responsible for, and we will be able to claim from you, all costs and/or losses we reasonably incur as a result of us so doing

The company accepts no liability for any loss of revenue from the Feed in Tariff or other mechanism during the period a system is inoperative due to fault or system failure.

Whilst the company makes every effort to ensure the accuracy of the estimated performance of a system as noted in the SAP calculations in the Quotation it cannot be held liable for loss of revenue should the system underperform unless the reason is entirely due to fraud or negligence of the company

Whilst the company makes every effort to ensure a client has all the require documents to apply for government Feed-In Tariffs/Renewable Heat Incentive the company shall accept no responsibility for making the application or guarantee that any tariff maybe claimed, applications for Government schemes such as Feed-in tariff or Renewable Heat Incentive are the sole responsibility of the client.

These terms & conditions & all contacts 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.