

Customer Standard Terms & Conditions

The following words shall have the following meanings: a. "Us/We/Our" Shall mean Durham Electrics or its representatives. a. "You/Client/Your" Shall mean the customer, (being the person or organisation for which we agree to carry out works and/or supply materials).

These terms & conditions are subject to change at our discretion, and prevail over all others including your own. You acknowledge that in entering the agreement between us (either in writing or verbally), you agree to these terms & conditions.

1. Installation Work:

- a. All electrical installation work will comply with BS7671:2008 and any amendments in force at the time of the works.
- b. All electrical installation work will comply with applicable Building Regulations in force at the time of the works.
- c. Where work is to extend or modify existing circuits, costs quoted assume that the existing installation is in adequate condition and complies with minimum current regulations. Any works found required to bring the necessary parts of the existing installation up to standard will be at additional cost.
- d. Unless stated otherwise, all cables will be concealed by chasing into the building fabric or concealed in building voids, under floors, etc. Where impracticable, cabling will be neatly surface run, either clipping direct housed in trunking / conduit.
- e. Where carpet or flooring coverings may require lifting to allow concealed installation work, no charge is made for this service, with best endeavours being made to avoid damaging them and to refit them to an acceptable standard. However, consideration of employing a specialist fitter may be prudent, at your cost to effect a fully satisfactory reinstatement.
- f. Where agreed before hand, chases to walls, etc will be re-filled to 2mm below plaster finish depth, however final finishing of skim coat plaster and final decoration is excluded.
- g. All endeavours will be made to undertake installation work to a clean standard, using dust sheets and vacuum cleaning equipment as necessary.
- h. All electricians are professionally qualified, and carry all the relevant City & Guilds qualifications (copies are available on request).
- i. The person giving instructions to us or ordering work or materials will personally be deemed to be the customer, unless it is made clear to us who the customer is and we have confirmation that the person providing the instruction or order has the right to instruct us on behalf of the customer.
- j. You must let us know of any dangerous gases, liquids, materials, asbestos, or Health & Safety issues, which you believe, may present a hazard or danger to any person carrying out work before such work is started.

2. Exclusions:

- a. Clearing and / or moving of furniture and other items blocking access to work areas are not included (but reasonable expectations are included).
- b. Except where detailed, builders work (creating of holes larger than 50mm diameter, creating of support structures, etc) are not included.
- c. Re-decoration and final making good is excluded from quoted costs, unless specifically detailed as included.
- d. Removal from site and disposal of rubble, fittings, wiring materials, general waste and packaging are not normally included (certain exceptions can be made).
- e. We shall not be liable for damage to carpets, floor coverings, expensive items and furniture during works carried out (although care is taken to ensure there is minimal damage). See points 1e, 2a.

3. Extras & Variations:

- a. All extras and variations must be agreed in writing prior to commencement.
- b. If you instruct us to do the works or buy materials and then cancel that instruction, we reserve the right to charge for the cost of any time and materials incurred by us.
- c. Where all consideration is given to the evaluation or work duration, all reasonable precaution will be taken to avoid additional costs. It is however agreed and a condition of these terms, that should further work be necessary to complete the contract and where you or your site representative is not available, for whatever reason, to sanction the necessary extension we have your authority (without reference to you), to extend the working day or to re-attend to complete the works. Additional hours will be charged in accordance with our current rates.

4. Pricing & Payment:

- a. The costs quoted/estimated assume conditions and unhindered access to the site and place of works.
- b. Unless stated otherwise, the costs quoted assume standard working hours between the hours of 08:00 hrs - 17:00 hrs Monday to Friday inclusive. Work required outside these hours may attract an increased rate.
- c. All figures quoted are valid for a date of 30 days from the date of the estimate or quotation.
- d. Final invoices are to be paid no later than terms stipulated on the invoice. Payment methods can be via cheque, cash, online via PayPal, or BACS payment.
- e. The total charge to you will be the time spent doing the work. It will include all reasonable time spent in obtaining materials.
- f. Where labour charges apply, unless otherwise confirmed, all services shall be charged with a minimum labour charge of one hour.
- g. Fixed price work quotes will include labour and materials. The price will be fixed but manifest errors shall be exempt. Quotes may need to be revised if you change the scope or work, or there is an increase in the price of materials, or if further works are requested.
- h. We reserve the right to withdraw any quotation without notice before we receive your acceptance.
- i. We will use our reasonable endeavours to carry out the works on the agreed dates and time. Dates specified for the commencement and completion of works are estimates only and shall not form the essence of the contract.

5. Deviations from Building Regulations and BS7671:

- a. All work where applicable, will be executed fully in compliance with applicable Building Regulations and BS7671 in force at the time of the work, particularly in respect of work in dwellings to allow the legal Part P obligations to be met. Where a Client requires deviation from such regulations, a written instruction and record will be required.

6. Warranty:

- a. Durham Electrics warrants its installation work to be defect free for a period of twelve months from invoice date.
- b. We are unable to guarantee our work, parts and equipment supplied to you if they are misused, treated negligently or if our work is repaired, modified or tampered with by third parties.
- c. Where we carry out works for you using your supplied materials, we can take no responsibility for the quality, fitness for purpose or otherwise of these materials and the terms of our guarantee will not apply.
- d. We cannot guarantee work where you order us to carry out work against our advice. This advice will be given to you either orally, or in writing. Our guarantee is also void if we indicate that further works need to be carried out
- e. We will only be liable for rectifying our own work, and shall not be held responsible for any consequential loss or damage or claims resulting from this.

7. Electrical Equipment:

- a. It is your responsibility to protect any data equipment, software or stored data information, which may become damaged or deemed to be lost due to power loss. Whilst every care shall be taken we accept no liability and it should be assumed that accidental power loss might occur.

8. Complaints:

- a. If you are not satisfied with our work you must contact us within three months of completion of work, so that we can inspect the work and if required carry out any remedial work at our expense. You agree if you do not contact us within three months we shall have no liability.
- b. If you have the need to make a complaint, then please contact us via email in the first instance, with a brief description of the nature of the complaint.
- c. Please allow up to two weeks for your concern to be investigated, you shall be informed of the outcome verbally and in writing.

9. Title of Goods:

- a. Good supplied and delivered by us to you, or your premises shall remain our property until paid for by you in full. Whilst goods remain our property (we shall continue to have title over them), we have the absolute authority to retake, sell or otherwise dispose of all or any part of these goods. We shall be entitled to seek a court injunction to prevent you from selling, transferring, or otherwise disposing of such goods. However once goods have been delivered, it will be your responsibility to keep them safe and secure. Goods damaged through your negligence will be charged for.