

Terms and conditions

1. General
 - 1.1 Any variations to these Terms and Conditions must be agreed in writing by Electricare.
 - 1.2 These Terms and Conditions shall apply to the Agreement for the supply of services and products by Electricare, upon acceptance of our quotation.
2. Quotations
 - 2.1 Quotations are valid for a period of 28 days once received, after 28 days the quotation will require reconfirmation.
 - 2.2 Dates given for Services and/or Products to be carried out are estimates, and are not guaranteed.
 - 2.3 All increases in labour and/or material cost arising after the date of quotation may be recovered from the Customer unless the quotation expressly excludes this condition.
 - 2.4 The quotation(s) are based on the work being affected during normal working hours, Monday to Friday, between the hours of 0800 and 1700.
 - 2.5 Variations or additional work shall be charged on time and material basis unless subject of a separate quotation accepted by the Customer.
 - 2.6 The laying of cables and conduits runs is by shortest practicable routes.
 - 2.7 Work by other Trades, any statutory fees, or charges for work done by Supply Authority or Local Authority is not included.
 - 2.8 While reasonable care will always be taken, the quotation does not include for incidental redecoration or other works consequent upon the proper execution of the work.
3. Price and payment
 - 3.1 The Customer must settle all payments for Services and/or Products within a period of 30 days from the invoice date.
 - 3.2 The Customer will pay interest on all late payments at a rate of 20% per annum.
 - 3.3 Electricare is also entitled to recover all reasonable expenses incurred in obtaining payment from the Customer where any payment due to the company is late.
 - 3.4 The Customer is not entitled to withhold any monies due to the Supplier unless appropriate notice of not less than 7 days prior to the payment date is given. The amount to be withheld and the reasons must be clearly specified.
 - 3.5 Where works carried out are in excess of 4 weeks, invoices may be submitted monthly, for the total value of works carried out so far.
 - 3.6 Continuous works will be suspended if payments are not met.
4. Consequential Loss, Damage & Warranties
 - 4.1 The Contractor accepts no responsibility for any drawing, design or specification not prepared by him.
 - 4.2 The Contractor's responsibility to the Customer is limited to the fulfilment of the contract in a proper and workmanlike manner and the Contractor shall not be liable for any consequential loss or damage arising out of the execution of the Contract, unless due to the negligence of the Contractor, his servants, or agents.
 - 4.3 The Contractor shall not be liable for any wear and tear, loss or damage, direct or indirect, nor for any extra work entailed due to the apparatus being put into operation by the Customer or by the Contractor, his servants, or agents at the Customer's request before it is handed over for beneficial use.
 - 4.4 The repair or replacement of any faulty work or materials shall only be carried out by the Contractor, his servants, or agents; otherwise the Contractor's warranties as to

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- repair or replacement shall not apply.
- 4.5 Electricare guarantees that the Services and/or Products will be free from defects in materials and/or workmanship for a period of 1 year from the date that the Services and/or Products were supplied, unless PLEASE NOTE 4.5 does not apply: o If a fault arises due to any subsequent mechanical, chemical, electrolytic or other damage not due to a defect in the Services and/or Products after risk has passed to the Customer. if a fault arises due to wilful damage, abnormal working conditions, failure to follow instructions, misuse, alteration or unauthorised repair, improper maintenance or negligence on the part of the Customer or a third party. o If the Services and/or Products are found to be defective in accordance with these Terms and Conditions then the Supplier shall, at their sole discretion, either repair, re-perform or replace the Services and/or Products or refund any monies paid for the defective Services and/or Products. o If the Customer has not paid for the Services and/or Products in full by the date the defect in Services and/or Products is notified to the Supplier then the Supplier has no obligation to remedy the defect.
5. Design
- 5.1 Any design information carried out or provided by ourselves, remains our copyright and is offered on the basis that the works shall be totally carried out by the Contractor.
6. Property & Risk
- 6.1 Risk of damage to or loss of the Goods shall pass to the Customer: o In the case of Goods to be delivered at the Supplier's premises, the time when the Supplier notifies the Customer that the Goods are available for collection; o In the case of Goods to be delivered otherwise than at the Supplier's premises, the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Supplier has tendered delivery of the Goods; or o In the case of Goods being installed by the Supplier, the time that the Supplier notifies the Customer that the installation is complete.
- 6.2 Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods and any other goods supplied by the Supplier and the Customer has repaid all moneys owed to the Supplier, regardless of how such indebtedness arose.
- 6.3 The Supplier reserves the right to repossess any Goods in which the Supplier retains title without notice. The Customer irrevocably authorises the Supplier to enter the Customer's premises during normal business hours for the purpose of repossessing the Goods in which the Supplier retains title and inspecting the Goods to ensure compliance with the storage and identification requirements.
- 6.4 Insurance should be held by both parties to protect products, property or materials that are within their care.
7. Confidentiality
- 7.1 Keep confidential all Confidential Information;
- 7.2 Not disclose any Confidential Information to any other person;
- 7.3 Not use any Confidential Information for any purpose other than as contemplated by and subject to these Terms and Conditions and the Contract.
- 7.4 Not make any copies of, record in any way or part with possession of any Confidential Information; and ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party
- 7.5 Either Party may disclose any Confidential Information to any sub-contractor or supplier of that Party; o any governmental or other authority or regulatory body; or any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;
8. Termination
- 8.1 The Agreement shall continue until the Services and/or Products have been provided in terms of the proposal or any subsequent date as mutually agreed in writing by both parties or until terminated by either party in accordance with these Terms and Conditions.
- 8.2 The Supplier may terminate the Agreement if the Customer has failed to make over any payment due within 8 weeks of the sum being requested.
- 8.3 Either party may terminate the Agreement by notice in writing to the other if: o The other party commits a material breach of these Terms and Conditions and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or o The other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an

order to that effect; or o the other party ceases to carry on its business or substantially the whole of its business; or o the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

- 8.4 In the event of termination the Customer must make over to the Supplier any payment for work done and expenses incurred up to the date of termination.
- 8.5 Any rights to terminate the Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of the Agreement as at the date of termination.
9. Customer obligations
 - 9.1 The Customer will provide access to the Supplier at the times specified in these Terms and Conditions and will cooperate with all reasonable requests by the Supplier.
 - 9.2 The Customer will provide electricity, water and toilet facilities to the Supplier for the purpose of completing the Services.
 - 9.3 The Customer will apply for, obtain and meet the cost of all necessary approvals and permissions required to complete the Services prior to the commencement of the work.
 - 9.4 The Customer will take all reasonable steps to ensure that the Supplier does not sustain any damage or loss to any equipment stored on site.
 - 9.5 The Customer shall be liable for any expenses incurred by the Supplier as a result of the Customer's failure to comply with the obligations as defined by these Terms and Conditions.
10. Supplier obligations
 - 10.1 The Supplier shall supply the Services and/or Products as specified in the Proposal.
 - 10.2 The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard and in accordance with recognised codes of practice.
 - 10.3 The Supplier shall comply with all relevant health and safety regulations.
 - 10.4 The Supplier shall be registered with the appropriate organisation for the purpose of self-certification or notify building control to arrange for an inspection of the work carried out if so required to do so in terms of the relevant building regulations.
 - 10.5 The Supplier shall ensure that all necessary licences and permissions required to provide the Services and/or Products are current including but not limited to licences.
 - 10.6 The Supplier shall be responsible for all waste management and disposal required in the course of providing the Services and/or Products.
 - 10.7 The Supplier shall hold valid employer and public liability insurance policies.
 - 10.8 The Supplier shall notify the Customer in writing of any intention to engage a sub contractor.
11. Copyright All drawings descriptions and other information submitted by the Company shall remain the property of the Company together with the copyright therein. All such information submitted, including the prices quoted, is to be treated as confidential information provided only for the purposes of evaluation by the Customer in connection with its requirements. None of the information may be used by the Customer for any other purpose nor may it be disclosed by the Customer otherwise than, first to members of its staff who will be engaged in the evaluation and, secondly, to representatives of any Organisation acting in the capacity of Professional Advisor to the Customer. Before making such information available for evaluation the Customer must bring this clause to the attention of all those concerned. In the event of any such information being made available by the Customer or the Customer's staff or agents other than as described above the Company shall, at its discretion and without prejudice to any other rights, be entitled to make a charge for such information at the then applicable price.