

PME LTD Consumer Terms & Conditions

[Contractor's Name & Address]

Paul Moss Electrical Ltd
136 Baldwins Lane, Croxley Green, Herts , WD3 3LJ

.....
("The Contractor")

[Customer's Name & Address]

.....
("The Customer")

Brief description of "The Works":

.....

at the following location:

.....

This Agreement details the provision of electrical works for or on behalf of "The Customer", by "The Contractor". It incorporates the Contractor's offer ('Quotation') to form the sole and exclusive basis on which the works are provided. Supplementary agreements are provided for contracts for Consumer Fire and Security alarms and certification and for works of a periodic, testing and inspection nature.

1. The Contractor will carry out and complete the following work(s) using reasonable skill and care at either the address of the customer or at the works location address. The customer must, at all reasonable times or as agreed, allow access to the work area, until either a works completion certificate is issued or the works are terminated in accordance with clause 19 or 20.
2. The documents that identify, describe, detail or design this work and on which this price is exclusively based, are all listed in the contractor's offer. The Contractor accepts no responsibility for any drawing, design or specification etc., not prepared by him.
3. The Contractor / Customer (*Defaults to the Contractor if un-amended*) is responsible for getting any necessary Local Authority approvals, liaising with supply / statutory authorities, arranging inspections and testing, organising and paying all fees, charges or disbursements not identified in clause 2 of this agreement. It is the customer's sole responsibility to notify any third parties who may have an interest in the property.
4. The work will be undertaken as expeditiously as possible. Working Hours (unless otherwise agreed beforehand) will be Monday to Friday, 8.00 am to 5.00 p.m. Work not previously priced will first be charged at Daywork rates (see Clause 14). 'Out of hours' work will incur additional premium charges at the following rates: Weekends and nights, at the standard Daywork rates (i.e. double time applies), Bank holidays, Easter (4 days), Christmas (23rd December to 3rd January), Double Daywork Rates (i.e. Triple time applies).
5. The price of this contract is detailed in the contractor's Quotation (attached hereto), and is subject to these terms and conditions. If for any reason there is no quoted price, then the Contractor shall be entitled to a reasonable sum based on the Daywork rates mentioned above.

6. TERMS OF PAYMENT

- (a) The contract price excludes V.A.T. which will be added to the bill, at the rate prevailing, at the time of invoice.
- (b) This price does not include for any item not specifically identified in the contractor's quotation, or that could not reasonably be inferred as being necessary to complete the works.
- (c) The customer is aware that the final bill may change from the contract price (see Clauses 4, 13 and 14).
- (d) A deposit of one quarter (25%) of the contract price is required with order. This is refundable if the customer exerts his/her rights under **clause 8**, of the agreement (see The [Cancellation of Contracts](#)).
- (e) For works where completion is expected within four consecutive weeks, the final balance will become due seven (7) days following the dispatch date of the invoice.
- (f) Invoices for works exceeding four consecutive weeks, will be issued on a four weekly basis and become due seven (7) days following the dispatch date of the invoice.

7. Recovery of Overdue Amounts

The customer will pay interest and compensation on any overdue amount at the level and rate set by The Late Payment of Commercial Debts (Interest) Act but with a 50% discount.

8. Right to Cancel (The Cancellation of Contracts made in a Consumer's Home or Place of Work etc. Regulations 2008).

- (a) The customer has the statutory right to cancel this agreement within 7 days of signing the contract. He will not then be charged for any goods, services or credit agreements entered into that relate to this contract. The cancellation must be in writing and comply with this clause.
- (b) The contractor is not required to perform the contract until the 7 day 'cooling-off' period has passed, except when the customer issues an instruction in accordance with the '**Instruction to start work during the Right to Cancel Period**' as the form attached – Schedule 1.
- (c) The customer may use the '**Cancellation form**' – Schedule 2, to cancel the contract any time within the 7-day period. If he chooses not to, then his cancellation notice must quote the contract reference number that appears at the head of this agreement and be sent to the person identified on page one.
- (d) The notice of cancellation must be delivered by hand, posted by first class post, or emailed. There are no obligations to ensure that it is received. The contractor asks the customer, should he wish to cancel, to telephone the contractor to confirm his intentions.
- (e) If the customer cancels this contract during the cooling-off period, then save for where the form Schedule 1 has been employed, the contractor will refund any money paid in connection with the contract. Where cancellation occurs within the 7 day period but after form Schedule 1 has been employed, the refund will be in accordance with clause 20 (f).
- (f) The customer will pay, to the date of cancellation, all costs of goods and services delivered and/or rendered to that date. The contractor may, at his sole discretion, refund the customer the contractor's purchase cost of recovered stock. All costs to be calculated by reference to Clause 14 **Daywork**. The contractor agrees to act in 'good faith' during the period following the cancellation.
- (g) Cancellation of this contract, under this clause, will also cancel any related credit agreement.

9. **PROPERTY INSURANCE:** The customer will advise his own building and contents insurer of the nature and extent of the works and any supplementary details the insurer or any third party may require.

10. The customer is responsible for liaising with local residents or the general public who may be affected by the works. The contractor will co-operate with all agencies and local authorities acting at the Customer's request.

11. It is the customer's responsibility to remove and / or protect all furniture, fixtures and fittings likely to be affected by the contractor's work. The customer will ensure that no item, goods or materials of value, either sentimental or financial, are left on the premises during the period of the works. The customer must appreciate that dust, vibration and noise will accompany the works.
12. The customer will provide the necessary facilities of power, water and toilets, with sufficient space to allow the contractor to economically perform both his work and the resultant employee cleaning operations. The Contractor may make alternative toilet arrangements at his sole discretion.
13. **CHANGES.** The contractor will undertake all reasonable changes to the work but shall not be obliged to do so without written confirmation of the changes being first provided by the customer. The contractor is entitled to make a reasonable charge for the direct (visible) and indirect (consequential) cost of any change. Changes will be valued in accordance clause 14 of this agreement.
14. Daywork - Payment for works not included in the contract price will either be:-
 - By agreement i.e. priced and agreed before works start or,
 - Measured, valued and paid on a Daywork basis. Rates will be applied to all hours committed in the delivery of the additional works and shall be those current at the time that the work is undertaken. They shall comprise the following. The prime cost of such work as defined by the 'Definition of Prime Cost of Daywork carried out under an Electrical Contract' issued by the Royal Institution of Chartered Surveyors (R.I.C.S) and The Electrical Contractors' Association (3rd Edition) with percentage additions as set out in our offer or if the documentation is silent, then at the following additional rates: Labour + 95%, Materials and Goods + 25%, Plant (tools and equipment) at invoice cost or market hire rates including delivery and collection; all + 15%. For the avoidance of doubt travelling time will be charged.
15. The contractor will take full responsibility for the work, including any work carried out by his subcontractors. The laying of cables and conduits is by the shortest practicable route. The contractor will put right, at his own expense, any loss or damage caused either by himself or his subcontractors, however whilst reasonable care will be taken, the price does not include for incidental redecoration or other works consequent upon the proper execution of the work. The contractor will also insure against any loss or damage to the work or materials under a contractor's 'all-risks' policy. The contractor will, on request, give the customer appropriate evidence of all such insurances.
16. The Contractor will meet legal insurance requirements for the Contractor's employees; and will provide suitable cover against injury to third parties or damage to third party property under a policy of public liability insurance, to a maximum value of £1 million. The Contractor's contribution (if any) to any losses, claims or counterclaims suffered or made by third parties, is capped at a maximum value of £1 million, unless otherwise agreed in writing between the Contractor and the Customer.
17. The Contractor shall own any rubbish or waste that naturally arises from undertaking the works. The Contractor will ensure that the site is left clean and tidy at the end of every working day and will leave the site, at completion, in a fit and proper state of readiness, in expectation of the customer's reasonable requirements. The Contractor is responsible for the removal of such waste. The contractor owns any skips, rubbish bins or disposal equipment placed on site for his purposes.
18. The Contractor is responsible for maintaining safety on the site, in accordance with legal requirements.
19. The Customer may end the contract by written notice to the Contractor if the Contractor:
 - 19.1 fails, without reasonable cause, to carry out and/or complete the work with reasonable skill, care and progress; or
 - 19.2 fails, without reasonable cause, to follow the customer's instructions, for 14 days after receiving a first written notice from the Customer specifying the failure; or
 - 19.3 goes into bankruptcy, administration, C.V.A .or liquidation.

In any of such cases, the Contractor must stop working, and another contractor may be employed to complete the agreed works. All unfixed material must be returned, by an appropriate means, to the original contractor. The cost of termination, repatriating materials and employing a new bone fide contractor, to complete the works, will be deducted from any amount due to be paid to the contractor.
20. The Contractor may end the contract by written notice to the Customer if the customer:
 - 20.1 delays the work for 4 weeks or longer without reasonable cause, except by previous agreement; or
 - 20.2 does not make the agreed stage payments for work that has been completed to the Customer's satisfaction for 14 days after receiving a written notice that the payment period is overdue; or
 - 20.3 goes into bankruptcy

In any such case the Customer must pay for the work already carried out, as well as for goods and materials legitimately purchased for the work (whether left at the place of work or not). The contractor may credit, at his sole discretion, the value of any unused materials.
21. **The Certification of Work.** Work executed exclusively under this agreement will be certified in accordance with statutory requirements; certificates will be issued within fourteen (14) days of completion.
22. **Customer Satisfaction.** The contractor will follow the ECA Code of Fair Trading. The customer will inform the contractor of any defects, deficiencies or disputes within seven days of the completion of the works and will permit the contractor, in the first instance, to use his best endeavours to resolve any problems. The ECA complaints service is available thereafter, from the Electrical Contractors' Association. Where the ECA Works Completion Certificate is issued, the works are guaranteed in accordance with the ECA Guarantee of Works scheme, details of which are available on <http://www.eca.co.uk/>
23. The Law of England and Wales shall apply to this agreement. The parties to this agreement do not intend that any of its provisions shall be enforceable by any person by virtue of the Contracts (Rights of Third Parties) Act 1999. Any written notice mentioned above shall only be effective when sent by first-class post to, or delivered at, the last known address of the party to whom it is addressed, or when handed personally to that party.

Schedule 2

Notice of Right to Cancel

DATE:

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You have the right to cancel this contract within 7 days of having received this notice. If you so wish you **MUST DO SO IN WRITING** and delivery personally or send (by first class post or email) this to the person identified here. You may use this form but you do not have to. Ensure the number appearing on this form is clearly referenced on any communication.

Trader's name, address & Contact details.

I / We hereby give notice that I/We wish to cancel our contract with you for the provision of xxx (describe work here) goods / services

----- **Signed:** -----
----- **Name:** -----
----- **Address:** -----
----- **Date:** -----

Schedule 1

Instructions to start work during the Right to Cancel Period

DATE:

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You have the right to ask for works to start before the end of the cooling off period. By exercising these rights, in writing, and delivering this detachable portion to us, you are agreeing to pay any reasonable sum for the service or goods supplied up to the point of cancellation.

I/We hereby give notice that I/We wish to commence our contract with you for the provision of XXX (describe work here) goods / services.

----- **Signed:** -----
----- **Name:** -----
----- **Address:** -----
----- **Date:** -----

NOTE: THIS DOES NOT AFFECT YOUR RIGHT TO CANCEL THIS CONTRACT WITHIN 7 DAYS, IF YOU SO CHOSE.

In the Event Of A Dispute

Should any dispute arise with regard to any aspect of this contract, or the work in question, then the dispute shall be referred to arbitration if so requested in writing by either party. The arbitrator shall be appointed by the President of the Institution of Engineering Technology, to act in accordance with the Arbitration Act 1996. The arbitrator shall have power, if he thinks fit, to inspect the work himself, or engage another qualified person to do so and report to him, but he shall not be bound to hear technical evidence if he does not consider it necessary in any particular case. His award shall be final and binding upon both sides.