

Saints Electrical & Security Ltd – Terms and Conditions for Electrical Installations and Minor Works

These Terms and Conditions apply to the provision of all electrical installations and minor works by Saints Electrical & Security Ltd, a company registered in England under number 07745029, whose registered office is at KG Business Centre, Kingsfield Way, Kings Heath Industrial Estate, Northampton, NN5 7QS ("the Company/we/us/our").

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"**Agreement**" means the contract into which you and we will enter, as set out in clause 2;

"**Consumer**" means a consumer as defined by the Consumer Rights Act 2015;

"**Customer/you/your**" means you, the Consumer or business accepting our Quotation or placing an order with us;

"**Equipment**" means any equipment we supply, as specified in our Quotation;

"**Quotation**" means the written or verbal proposal or call out charge we give to you in accordance with clause 2 detailing the Services we will provide to you and the fees we will charge;

"**Services**" means the Services we will provide as specified in the Quotation.

1.2 Each reference in these Terms and Conditions to:

1.2.1 "writing" and "written" includes emails;

1.2.2 a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 a "Party" or the "Parties" refer to the parties to these Terms and Conditions;

1.2.4 "these Terms and Conditions" is a reference to these Terms and Conditions;

1.2.5 a clause is a reference to a clause of these Terms & Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and do not affect their interpretation. Words signifying the singular number will include the plural and vice versa. References to any gender will include the other gender. References to persons includes corporations.

2. Quotations

2.1 We may arrange a site visit where necessary and will prepare and submit, whether verbally or in writing, a Quotation to you which will set out the Services to be carried out and the estimated fee.

2.2 Quotations are valid for 30 days unless otherwise stated, and constitute our entire scope of works. You may make changes to the Quotation before accepting it. You may accept the Quotation verbally or in writing.

2.3 By accepting our Quotation (whether verbally or in writing), or placing an order with us, you are accepting these Terms and Conditions and a legally binding Agreement will be formed.

2.4 No terms or conditions stipulated or referred to by you in any form whatsoever will in any way vary or add to these Terms and Conditions unless otherwise agreed by us in writing.

2.5 Our Quotation is based on the information you provide to us at the time we prepare it. Should any errors or discrepancies become evident which affect our order value, we reserve the right to make adjustments to it. Our price is based on the agreed configuration and other information provided to us at the time, and on the assumption that the existing electrical installation at the property complies with BS7671.

2.6 Our price is based on the Services being carried out during normal working hours (Monday to Friday, 9am – 5pm excluding bank holidays). Works required outside of these hours will incur additional costs.

3. The Services

3.1 We will ensure that our Services are rendered with reasonable care and skill, in accordance with our accepted quotation and best trade practice.

3.2 Any programme we agree is to be treated as an estimate only and unless otherwise agreed in writing, we will have no obligation to complete our Services by a specified date.

3.3 You will need to provide us with access to provide the Services on the agreed dates and times. Our price is based on being able to complete our Services in one continuous visit or of the Services are to be carried out in phases, each phased visit is to be continuous. If we are unable to do so, through no fault of our own, any return visit(s) will be chargeable. This includes delays caused by other contractors on site.

3.4 **We will carry out the works in accordance with the electrical plan provided by you or a third party authorised by you, setting out the positioning of sockets, switches, fittings and other works. If the plan changes at any time after our Quotation is accepted, this will be chargeable. If you do not provide us with a plan, we will position these items in the places we deem to be most suitable and any changes needed to these positions will be chargeable.**

3.5 It is your responsibility to ensure that the property is suitable for the Services to be carried out. We will not undertake any redecorating work and you will need to arrange for this to be done after our works are complete.

3.6 After our first fix is completed, if any damage occurs as a result of your actions or those of anyone not authorised by us, this will be chargeable.

3.7 The responsibility (also known as the "risk") for the Equipment will pass to you once it has been delivered to the property. Once this happens, you will be responsible for storing it safely and for insuring it against their full replacement value. You will only own the Equipment once we have received payment in full in accordance with clause 5. Until you own the Equipment, we will be entitled at any time and without the need to give notice, to enter upon any property at which the Equipment or any part of it is being stored, or at which we reasonably believe it to be kept, for the purpose of removing said Equipment.

4. Response Times

4.1 **We will aim to respond to any issues as quickly as possible, however, for repairs neededSec to minor works, this may take up to two working days. For project work, this may take up to five working days.**

5. Payment

5.1 We reserve the right to request a deposit payment up front once the Quotation is accepted. In this event, we will specify the amount in our Quotation and will not schedule a start date for the works until the deposit is paid in full.

5.2 We also reserve the right to invoice by way of staged payments as the works progress.

5.3 Our final invoice will be issued on completion of the works.

5.4 All payments are due in full, without set-off, withholding, retention or deduction, within the timeframe set out on the invoice, by card payment or bank transfer.

5.5 All our fees are quoted exclusive of VAT, unless otherwise stated. If the rate of VAT changes, we will adjust the amount of VAT that you must pay.

5.6 If payment is not made by the due date, we will have the right to charge interest on the outstanding amount at a rate of 4% per annum above the Bank of England base rate, accruing on a daily basis from the due date until the date of actual payment, whether before or after judgment. We may refuse to provide any further Services until such time as any outstanding payment has been received and we cannot be held liable for any delays caused as a result.

6. Cooling Off Period – Consumer Customers Only

6.1 If you are a Consumer, you have a statutory right to a cooling off period. This period begins once the Agreement is formed (as detailed in clause 2.3) and ends at the end of 14 calendar days after that date.

6.2 If you wish to cancel the Agreement within the cooling off period, you should inform us immediately by post or email. You will meet the cancellation deadline as long as you have sent your cancellation notice before the 14 days have expired.

6.3 If you cancel within this period, you will receive a full refund of any amount paid to us under the Agreement. Any refunds will be made within 14 days after the day on which we are informed of the cancellation, using the same method used to make the payment, unless you have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund.

6.4 If the start date for the works falls within the cooling off period, you must make an express request for the Services to begin within the 14 day cooling off period. By making such a request, you acknowledge and agree to the following:

6.4.1 If the Services are completed within the 14 day cooling off period, you will lose the right to cancel once the works are completed;

6.4.2 If you cancel the Agreement after the Services have begun, you will be required to pay for the Services supplied up until the point at which you inform us of your wish to cancel. The amount due will be calculated and refunded or deducted in proportion to the total estimated fee and the actual Services already provided.

6.5 We will process any refund without undue delay and in any event no later than 14 days after you inform us of your wish to cancel.

6.6 Clause 7 applies to cancellation of the Agreement after the 14 calendar day cooling off period has elapsed.

7. Cancellation After the Cooling Off Period and for Non-Consumers

7.1 If you are not a Consumer, or if any Consumer cancels an order with us after the expiry of the cooling off period above, we require a minimum of 2 weeks' notice prior to the agreed start date. You will remain liable to pay for any work that has been carried out and Equipment ordered, which will then fall due for payment immediately.

7.2 We reserve the right to cancel the Agreement if you fail to make any payment on time as required under clause 5, if you are abusive towards our staff, or if you otherwise materially breach the Agreement. If we cancel the Agreement, we will confirm this in writing. If at the cancellation date we have provided Services or purchased Equipment that you have not yet paid for, we will invoice you for those sums and you will be required to make payment immediately.

8. **Events Outside of Our Control (Force Majeure):** We will not be liable for any failure or delay in performing our obligations where the failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: adverse weather, power failure, internet service provider failure, industrial action by third parties, riots, civil unrest, fire, flood, storms, earthquakes, acts of terrorism or war, natural disaster, or any other event beyond our reasonable control.

9. Liability

9.1 Subject to this clause 9, we will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and us when the Agreement is entered into. We will not be responsible for any loss or damage that is not foreseeable.

9.2 Nothing in these Terms and Conditions is intended to or will limit or exclude our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.

9.3 We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

9.4 **We are not responsible for any pre-existing faults in or damage to your existing wiring or other issues at the property that we may discover while providing the Services.**

9.5 Nothing in these Terms and Conditions is intended to or will limit your legal rights as a Consumer under any consumer protection legislation, where applicable. For more details of your legal rights, please refer to your local Citizens' Advice Bureau or Trading Standards Office.

10. **Data Protection:** All personal information that we may collect will be collected, used and held in accordance with the provisions of the General Data Protection Regulation 2016. For further information, please refer to our privacy policy, available on request.

11. **Notices:** All notices under the Agreement will be in writing, addressed to the most recent address or e-mail address notified to the other Party. Notices will be deemed to have been duly given when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; when sent, if transmitted by e-mail, generating a successful return receipt; or on the fifth business day following mailing, if sent by national ordinary mail, postage prepaid.

12. Other Important Terms

12.1 We may assign our obligations and rights under this Agreement to a third party (if, for example, we sell our business). If this occurs, we will inform you in writing. Your rights under this Agreement will not be affected and our obligations under this Agreement will be transferred to the third party who will remain bound by them.

12.2 We can, without your consent, subcontract our Services, provided such subcontractor is suitably qualified, trained and competent to carry out the works.

12.3 You may not transfer (assign) your obligations and rights under this Agreement without our express written permission.

12.4 The Agreement is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of this Agreement.

12.5 If any of the provisions of these Terms and Conditions or the Agreement are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) will be deemed severed from the remainder of these Terms and Conditions and the Agreement and the remainder will be valid and enforceable.

12.6 No failure or delay by us in exercising any of our rights under these Terms and Conditions or the Agreement means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions or the Agreement means that we will waive any subsequent breach of the same or any other provision.

13. Applicable Law and Jurisdiction

13.1 These Terms and Conditions and the relationship between you and us (whether contractual or otherwise) will in all respects be subject to and construed in accordance with the laws of England and Wales.

13.2 Any dispute, claim or proceedings between you and us relating to the Agreement or these Terms and Conditions (whether contractual or otherwise) will be subject to the jurisdiction of the courts of England and Wales.