

CONDITIONS OF TRADING

These Conditions of Trading shall apply to the Quotation/Estimate overleaf offered by Earth Electrical Contractors Ltd (hereinafter referred to as "the Contractor"), for work to be carried out for the person/company stated on the Quotation/Estimate (hereinafter referred to as "the Customer").

1.0 The Contractor offers to carry out and complete the Works described in the attached Quotation/Estimate for the sum quoted or such other sum as shall become payable.

2.0 Valid Period of Offer

The Quotation/Estimate shall remain valid and open for acceptance in writing, for a period of 3 months from the date of the Quotation/Estimate.

3.0 Basis of Offer

3.1 The price may be subject to adjustment arising from taxes, fees or similar charges applicable to the Works levied by local or central government.

3.2 The Quotation/Estimate excludes value added tax, which shall be added at the current rate.

3.3 Unless otherwise agreed, the Quotation/Estimate is based upon the Works being carried out during normal working hours, which are between 8:00 and 16:30 Monday to Friday and within the period stated in the quotation or such other period as agreed.

3.4 Variations to the Works or variations to the methodology of working instructed by the Customer, shall be charged on a time and materials basis, should it prove impractical to provide a separate quotation/estimate and agree a price before the work is carried out.

3.5 The Quotation/Estimate provides for work to be carried out in the most economical manner practicable.

3.6 The Works shall be carried out so as to comply with the Building Standards (Scotland) Regulations, the current edition of BS 7671 and any other relevant regulations.

3.7 Unless specifically included in the description of the Works, the Quotation/Estimate does not cover the cost of work carried out by other trades.

The Customer shall be responsible for obtaining all necessary approvals prior to the Works commencing and for payment of all associated fees and for providing access as necessary to allow the Contractor to do the work within the agreed period.

3.8 The Contractor shall exercise all reasonable skill, care, foresight and diligence in the performance and completion of the Works.

3.10 The Contractor shall take reasonable care during performance of the Works. Unless specifically agreed, the price does not include redecoration work, which may be required after the Works have been duly completed and handover has taken place.

3.11 The Customer may retain materials removed during the course of carrying out the Works in accordance with the agreed itemised list attached. The Contractor shall take reasonable care, but shall not be liable for damage to items covered by this clause (3.11) during removal.

3.12 Drawings provided by the Contractor are indicative only and changes may have to be made as to details.

3.13 Parking charges incurred during the works will be charged at cost.

3.14 We do not guarantee LED fittings or LED lamps. The Client should contact the manufacturer.

3.15 We do not guarantee lamps. The Client should source a replacement when they fail.

4.0 Terms of Payment

4.1 Payment shall be due:

* (i) on completion of the Works, payment shall be made in full within 14 days of the date of the invoice submitted by the Contractor. Any query should be made in writing (letter or email) within 7 days of invoice being received. Only the payment for the specific item being disputed should be deducted from the total amount until the issue get resolved. The rest of the invoice should be settled within the Contractor's terms.

or (ii) where the duration of the Works is expected to exceed four weeks, the Contractor may apply for interim payments at 14 day intervals, based on the total value of work properly executed at the date of each application for payment. The amounts so calculated, less any interim payments previously made, shall be paid by the Customer within 14 days of the date of each application for payment.

or (iii) For electrical condition reports payment shall be due after the inspection has been carried out. Certificate will only be sent once payment is received in full.

4.2 In accordance with the terms of payment in 4.1 (i) or 4.1 (ii) as appropriate, the Contractor may charge the Customer monthly interest on any outstanding amount at a rate of 8% above the current Base Rate charged by the Contractor's Bank from the day the payment is due until payment is made. All debts shall be passed on to our selected debt recovery company 30 days after the invoice date. Once the debt has been passed on the cost incurred by the Contractor to recover the debt -8% of the total debt- shall be added to the Customer original debt and the Customer will become liable for the whole sum including interest and debt recovery costs.

5.0 Completion

The Contractor shall use all reasonable endeavours to complete the Works within the period stipulated in the Quotation/Estimate, or, if no period is agreed prior to commencement, then within a reasonable time. The Contractor shall not be responsible for any delay, loss or damage arising out of any cause, outwith the Contractor's control.

6.0 Defects Liability and Consequential Loss or Damage to the Works

The Contractor undertakes to repair or replace free of charge any defective work or materials supplied by him, on condition that such defect is notified within twelve months following the completion of the Works, provided nevertheless that:

(i) the Contractor shall have no responsibility for materials not supplied by him.

(ii) the Contractor's responsibility to the Customer is limited to the completion of the agreed Works.

(iii) the Contractor shall not be liable for any loss or damage caused as a result of misuse by third parties, or by any item of equipment being put into operation by the Customer, or under his instruction, before it is formally handed over to the Customer.

(iv) the Customer allows the Contractor a reasonable time to rectify any defects.

7.0 Conciliation

In the event of an unresolved dispute or difference between the Customer and the Contractor, the parties may jointly refer the said dispute or difference to SELECT, The Walled Garden, Bush Estate, Midlothian, EH26 OSB, who will endeavour to assist in reaching an amicable settlement.

8.0 These Conditions of Trading are in addition to the customer's statutory rights.