

Maintenance Services Electrical Ltd – Terms and Conditions

These Terms and Conditions are the standard terms which apply to the provision of all services by Maintenance Services Electrical Ltd, a company registered in England under number 08252332, whose registered office is at 1 Grange Farm Cottage, Holcot Road, Brixworth, Northampton, NN6 9BN (“the Company”).

1. Definitions and Interpretation

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 if you accept our Estimate. The Agreement will incorporate, and be subject to, these Terms and Conditions;

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

“**Customer**” means you, the party accepting our Estimate or placing an order with us;

“**Materials**” means the materials required for the provision of the Services which we will supply, where applicable, as specified in the Agreement;

“**Property**” means the property at which the works detailed in the Estimate are to be carried out;

“**Estimate**” means the proposal 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 Agreement;

Each reference in these Terms and Conditions to:

1.2.1 “we”, “us” and “our” means the Company and includes all employees, agents and sub-contractors of ours;

1.2.2 “you” and “your” means the Customer;

1.2.3 “writing” and “written” includes emails;

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

1.2.5 a “Party” or the “Parties” refer to the parties to these Terms & Conditions;

1.2.6 “these Terms and Conditions” is a reference to these Terms & Conditions;

1.2.7 a clause or paragraph 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. Estimates

2.1 We will arrange a site visit where necessary and will prepare and submit an Estimate to you which will set out the Services to be carried out and the estimated fee. Estimates are valid for 30 days unless otherwise stated, and constitute our entire scope of works. You may make changes to the Estimate before accepting it. You may accept the Estimate verbally or in writing. We can provide you with a quotation acceptance form for ease if you wish.

2.2 By accepting our Estimate (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.

2.3 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.

2.4 Our Estimate 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.

2.5 Our Estimate is based on our 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. Services

3.1 We will ensure that our Services are rendered with reasonable care and skill, in accordance with our accepted Estimate and in accordance with best trade practice. We are NICEIC accredited and all our Services are carried out to BS 7671 regulations in force at the time.

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

3.3 We may provide samples, sketches or similar documents before commencing the works but these are intended for illustrative purposes only and are not intended to provide an exact specification of the works, nor to guarantee specific results. Unless otherwise agreed, we do not carry out design work. Any design work we do carry out will be to electrical specifications provided by you, your architect, quantity surveyor or other third party.

3.4 We reserve the right to make minor, non-aesthetic alterations to the specification of any Materials described in the Estimate without consulting you first.

3.5 When we begin our Services, we may discover that additional works are required due to, for example, unforeseen circumstances, legal requirements or the discovery of asbestos-related materials within the area, and in this event, we will provide you with a further Estimate for the additional works within 7 days. If you do not accept the revised price or any proposed modifications within 14 days of this notification, the Agreement between us will be cancelled. You will only be liable to pay for any works carried out by us up to the date of cancellation, except as provided in clauses 7 and 8.

3.6 Unless otherwise stated in the Estimate, we will properly dispose of all waste produced by us during the course of the works from the Property.

3.7 We will ensure that no parts of the Property suffer damage as a result of our provision of the Services. This does not apply to damage caused to any existing decorations which is to be expected when carrying out the works in the usual way. We will make good any other damage that occurs at no additional expense to you, as soon as is reasonably possible.

3.8 Where the Services are to last for more than one day, we will, where possible, leave the Property in a habitable state, tidy away any tools and Materials and ensure that disruption is kept to a minimum.

3.9 The responsibility (also known as the “risk”) for the Materials remains with us until they have been delivered to the Property, at which point it will pass to you. Once the risk in the Materials has passed to you, you are responsible for storing them safely and for insuring them against their full replacement value. You will only own the Materials once we have received payment in full for our Services in accordance with clause 5.

3.10 Where Materials have been supplied by us, we will provide a guarantee, which will be limited to the extent of the guarantee provided to us by the manufacturer’s guarantee or warranty (if any). This is subject to payment having been received by us in full in accordance with clause 5.

3.11 Where Materials have been supplied by you, we accept no responsibility for them or for any faults in them. If we are delayed in carrying out our Services because of such Materials (if, for example, their delivery is delayed), we reserve the right to charge for costs incurred by us as a result. Any return visits required due to faults in any Materials supplied by you will be chargeable.

4. Customer’s Responsibilities

The Customer is responsible for:

4.1.1 ensuring the Property is suitable for our Services to be carried out;

4.1.2 ensuring that we can access the Property on the agreed dates and at the agreed times to provide the Services. Our Estimated price is based on being able to complete our Services in one continuous visit or where we are carrying out our Services in phases, each phased visit is to be continuous;

4.1.3 ensuring that if any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, these have been obtained by the Customer before we begin the Services. If access is required to neighbouring land, it is your responsibility to ensure that access is granted and we shall not be held liable for any delays arising out of your inability to gain access; and

4.1.4 providing welfare facilities and where necessary, gas and water, at no cost to us, to enable us to complete the Services.

4.2 If the Customer fails to comply with any of their responsibilities outlined in clause 4.1 above, we will not be held liable for any delays as a result and we reserve the right to recover any costs incurred by us, such as for storage of materials or non-productive visits to site.

5. Fees and Payment

5.1 We reserve the right to request payment of a deposit up front. If this is the case, the amount will be detailed in our Estimate and we will be unable to confirm a start date until this deposit has been paid in full.

5.2 We will issue our final invoice once the Services are complete. However, we reserve the right to invoice by way of staged payments as the works progress and if this is the case, will notify you of this in our Estimate.

5.3 All payments are due in accordance with the payment terms outlined on our invoice, without set-off, withholding, retention or deduction.

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

5.5 If payment is not made on 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. 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. If you have promptly contacted us to dispute an invoice in good faith, we will not charge interest while such a dispute is ongoing.

- 6. Variations:** Any variation must be in writing before we can proceed with the works. Any price variation will become due for payment in accordance with the terms for payment as detailed in clause 5.
- 7. Cooling Off Period – Consumers Only**
- 7.1 Where the Customer is a Consumer, the Customer has a statutory right to a cooling off period. This period begins once the Agreement is formed (as detailed in clause 2.2) and ends at the end of 14 calendar days after that date.
- 7.2 If you wish to cancel the Agreement within the cooling off period, you should inform us immediately by post or email to the contact details provided with our Estimate. You may use our Model Cancellation Form, but you do not have to.
- 7.3 You will meet the cancellation deadline as long as you have sent your cancellation notice before the 14 days have expired.
- 7.4 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.
- 7.5 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:
- 7.5.1 If the Services are completed within the 14 day cooling off period, you will lose the right to cancel once the works are completed;
- 7.5.2 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;
- 7.5.3 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.
- 7.6 Clause 8 applies to cancellation of the Agreement after the 14 calendar day cooling off period has elapsed.
- 8. Cancellation After the Cooling Off Period and for Non-Consumers**
- 8.1 Where the Customer is not a Consumer, or should any Consumer cancel 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. The Customer shall remain liable to pay for any work that has been carried out and we reserve the right to impose reasonable cancellation charges against the Customer, which will then fall due for payment immediately. Any monies already paid to us are non-refundable. If cancellation takes place after we have purchased any Materials, you will be required to pay for such Materials and any expenses incurred by us.
- 8.2 We reserve the right to cancel the Agreement if the Customer fails to make any payment on time as required under clause 5 or if the Customer otherwise materially breaches the Agreement. If we cancel the Agreement, we will confirm this in writing. If at the cancellation date we have provided Services or purchased Materials that you have not yet paid for, we will invoice you for those sums and you will be required to make payment in accordance with clause 5.
- 9. 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, mains 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.
- 10. Liability**
- 10.1 Subject to this clause 10, 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.
- 10.2 We accept no liability in respect of the following:
- 10.2.1 damage due to causes beyond our control including, but not limited to, any force majeure event;
- 10.2.2 loss or damage to the works carried out by us, where this is caused by you or any third party not authorised by us;
- 10.2.3 damage or deterioration arising out of normal wear and tear.
- 10.3 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.
- 10.4 We will maintain suitable and valid insurance, including public liability insurance. Details are available on request.
- 10.5 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.
- 10.6 We are not responsible for any pre-existing faults or damage in or to your Property that we may discover while providing the Services.
- 10.7 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.
- 11. Data Protection:** We will not share your personal data with any third parties without your prior consent. Such data will only be collected, processed and held in accordance with our rights and obligations under the provisions and principles of the Data Protection Act 1998.
- 12. Licence and Copyright:** Any documentation we are required to provide will be in our normal standard format only. Copyright in all such documentation will remain vested in us, but as far as we are entitled to do so, we will grant you a royalty-free non-exclusive licence to use and reproduce said documentation for your own use, solely in connection with the Agreement, provided that all sums due to us under this Agreement have been paid in full.
- 13. Sub-Contracting and Assignment**
- 13.1 We shall be free to sub-contract any of our obligations under these Terms and Conditions provided that any and all sub-contractors are reasonably skilled in the relevant practices and provided that no additional charges are passed on to you. We will be responsible for each act and omission of any sub-contractor as if it were an act or omission of ours.
- 13.2 We may transfer (assign) our obligations and rights under the Agreement to a third party (if, for example, we sell our business). If this occurs we will inform you in writing. Your rights under the Agreement will not be affected and our obligations under the Agreement will be transferred to the third party who will remain bound by them.
- 13.3 You may not transfer (assign) your obligations and rights under the Agreement without our express written permission, which will not be unreasonably withheld.
- 14. Notices**
- 14.1 All notices under the Agreement are to be in writing, addressed to the most recent address or email address notified to the other Party, and will be deemed duly given if signed by, or on behalf of, a duly authorised representative of the Party giving the notice.
- 14.2 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 email and a successful return receipt is generated; or on the fifth working day following mailing, if mailed by national ordinary mail, postage prepaid.
- 15. Other Important Terms**
- 15.1 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 the Agreement.
- 15.2 If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Agreement or these Terms and Conditions and the remainder of the provision in question will not be affected.
- 15.3 No failure or delay by either party in exercising any rights under the Agreement means that we or you have waived that right, and no waiver by either party of a breach of any provision of the Agreement means that we or you will waive any subsequent breach of the same or any other provision.
- 15.4 Nothing in the Agreement will render or be deemed to render us an employee or agent of yours or you an employee or agent of ours.
- 16. Complaints**
- 16.1 We welcome feedback from our customers and, while we always use all reasonable endeavours to ensure that your experience is a positive one, we nevertheless want to hear from you if you have any cause for complaint. Please make any complaint to us in writing, in the first instance. Unless you have reasonable justification in refusing us entry, we will require you to grant us all reasonable access and facilities to investigate and where necessary, remedy any complaint for which we may be liable.
- 16.2 If we cannot resolve the complaint to your satisfaction, please follow the NICEIC complaints procedure: www.niceic.com/find-a-contractor/complaints
- 17. Applicable Law and Jurisdiction**
- 17.1 These Terms and Conditions and the relationship between you and us will in all respects be subject to and construed in accordance with the laws of England and Wales.
- 17.2 Any dispute, claim or proceedings between you and us relating to the Agreement or these Terms and Conditions will be subject to the jurisdiction of the courts of England and Wales.