



# **STANDARD TERMS AND CONDITIONS**

All work, whether pre-planned or ad-hoc will be subject to the terms and conditions stated below unless otherwise agreed beforehand in writing. A written scope of works will be provided for larger, complicated or planned works and this will detail the specifics relating to any particular job.

### **General Observations & Assumptions:**

#### **Lighting Alterations**

- All downlights and pendants are assumed to be non-dimmable unless otherwise stated.
- The number of downlights in any given room will be determined by the room size, joist layout, planned furniture placement and other such practical factors.
- Downlights are based on fire rated LED models available with white or polished/brushed chrome bezels and with warm white or cool white lamps.
- Lighting dimming options where specified require specialist LED dimmer switches.
- Where decorative or feature lighting or accessories are to be installed, it will be up to the client booking the work to source fixtures to match own personal tastes. I can assist with the supply of such, but the cost of such is not included in any scope of works unless otherwise stated.
- Where feature lighting has been sourced or supplied by parties other than D&T Electrical Services, please open the packaging and inspect for missing parts or carriage damage, especially with regard to parts such as glass shades. D&T Electrical Services cannot be held responsible for items that have not been inspected and subsequently show signs of damage or missing component parts upon unpackaging.
- If any new lighting sourced by a client doesn't come supplied with lamps, I can provide compatible LED lamps, but the cost for such won't have been factored into any scope of works unless otherwise stated.

#### **Under-cupboard lighting**

- Under-cupboard lighting is assumed to be switched on with the overhead lighting. It will have a LED driver and will be of a SELV (low voltage) type for safety.
- The under-cupboard light is based on LED strip tape which can be custom cut to size and with a light colour which closely matches the other luminaires in the room.

## **Television services**

- TV services are assumed to be Freeview unless stated otherwise.
- Any new TV points required will be assumed to be connected to an existing working aerial, although it may be the case that additional boosting/distribution is required.
- If an aerial or satellite dish is in an unserviceable condition or not present, or if it requires upgrading to support new outlet points, then secondary work or external specialist fitters may need to be booked.

## **Bathrooms**

- It is assumed that any heated towel rails installed in the bathroom or en-suite are to be powered by the central heating system and that no electrical feed is required unless listed otherwise on the scope of works.
- Lighting in the bathroom/en-suite will have to be IP rated if the ceiling is below 2.25m from the finished floor level, otherwise non-IP rated aluminum fittings can be installed.
- Extractor fan(s) are based on a quiet Xpelair/Vent Axia or equivalent model.
- Extractor fan(s) would each have a fan isolator installed in a practical location.

## **Decorative**

- Stud walls may have to be opened if there is internal construction such as a noggin in the way of the wiring route.
- Modifications to or removal of existing accessories either for replacement or inspection may result in minor chipping of plaster or paintwork which may require correction by third parties not accounted for in this scope of works.
- Where carpeting or flooring is to be lifted, every effort will be made to avoid damage and refit to an acceptable standard, however a professional may be required to refit.
- Wall chases will be left unfilled.
- Drilling of brickwork may result in “blowing” of the brick face. This will be avoided where possible and covered over with an aesthetic solution afterwards if necessary.
- Every effort will be made to minimise dust, however sensitive or valuable items should be removed from the working area or covered by the client to their own satisfaction before work commences.

- Basic tidying and vacuuming will occur at the completion of work, but additional wiping down, especially of food preparation surfaces, should be undertaken by the client once the site has been vacated.
- Repairs to decorative finishes such as wall chases is outside of the scope of works and may require professional attention.
- New accessories may not match the footprint of old resulting in painting or other decorative finishing being required which would be outside of the scope of works.

### **Final accessories**

- Accessories such as light switches are assumed to be in a white plastic finish unless a decorative option has been specified.
- Decorative accessories, if desired, may incur additional purchase costs.
- Decorative finish samples can be provided for evaluation.
- We reserve the right to refuse to install any client-supplied accessories that appear to be damaged, not made to British or European standards or which would be unsuitable for the intended application.
- No consumer unit (fuse box) upgrade can take place without the electrical installation first being fully tested and inspected as part of an Electrical Installation Condition Report, and any serious issues that may be uncovered then rectified.
- Where accessories have been sourced or supplied by parties other than D&T Electrical Services, please open the packaging and inspect for missing parts or carriage damage. D&T Electrical Services cannot be held responsible for items that have not been inspected and subsequently show signs of damage or missing component parts upon unpackaging.
- Where a spur accessory is fed from an existing accessory, it is assumed the existing accessory is not already a spur, otherwise a fuse point may have to be installed with associated costs that will not have been factored into the scope of works unless otherwise stated.

### **Site specific**

- Unless specified otherwise, the term “outlets” when written on a scope of works refers to standard twin socket outlets located at a ‘standard height’, e.g. to match the height of existing accessories in a room, low level for living areas and mid-level for kitchen worktops.
- Standard outlets are not decorative, USB enabled or fitted with smart technology.

- The term 'outlets' does not apply to non-standard locations such as in cupboards/under work surfaces or high level sockets or fuse points for TV's, extractors, RCD points or other accessories which, if included, will be listed separately and explicitly on the scope of works.
- Where attic access is required, it is assumed there is suitable room to move, that the attic is not full of items, there are no vermin, that cables are accessible and that the floor has not been boarded. Where this is not the case, additional time may be required to work around such issues.
- Where work needs to take place, it will be expected that furniture will have been cleared beforehand to allow reasonable access for personnel and tools. Should any furniture require moving, no responsibility is accepted for damage and time incurred would be chargeable.
- Should it not be possible or practical to move furniture or obstructions due to fragility, amount, weight, security of fixings or any other factors then it may become necessary to postpone or abandon the proposed scope of works without notice.
- It is assumed the existing electrical installation is fault-free and that no remedial work is required before modifications can be made. If faults or issues are uncovered during inspection & testing or at any time during the installation work, then you will be made aware of the problem and of your options.
- Any remedial work found necessary to allow the modification and certification of the installation may incur additional costs for time and materials.
- Parking, congestion, or other vehicle related charges, where applicable, will be added to the final invoice.
- Power may be interrupted at any time and for prolonged periods. Sensitive equipment such as computers or important health monitoring devices should be taken offline or pointed out to us before work commences.
- Any important or critical systems or appliances should be made known at the start of work and checked at the end by the client to ensure they have power and are operating correctly.
- D&T Electrical Services will not be responsible for inconsequential loss or damage because of necessarily disconnecting the power to undertake the required work.
- D&T Electrical Services will supply their own access equipment for use on site unless circumstances determine more specialist equipment for accessibility is required which the client will provide at no extra cost to D&T Electrical Services.
- Where a client supplies access equipment such as high ladders, high step ladders, loft ladders, scaffolding or other platform arrangements, it is assumed such equipment is fit for purpose and can be operated or used as designed/erected/installed with no risk to personnel or property.

- The client shall be liable for the safety and maintenance of their own provided access equipment, and for informing employees of D&T Electrical Services of any operational issues or limitations which may cause injury or damage if not adhered to.
- Where access equipment has been set up on site, D&T Electrical Services does not authorise or allow any third-party use. Any unauthorised operation, use, movement, alteration, or interference with said equipment is at the individual's own risk.
- Removing power from an appliance, especially one that is near its end of life can sometimes result in it failing to switch back on or operate correctly afterwards. D&T Electrical Services will not be responsible for inconsequential loss or damage because of the incorrect operation of any appliance upon the restoration of power.
- For businesses it is the client's responsibility to ensure all important or business-critical systems are operational following works and before trading begins.
- Equipment assets belonging to D&T Electrical Services including (but not limited to) portable lighting and extension leads left on site for the benefit of third parties such as other trades are required to be returned complete, operational, intact and in no worse condition than when supplied. Missing or damaged items of equipment may be charged for

### **Other trades**

- Where practicable, it is recommended that any electrical work is booked for a time when other trades are not present in order to avoid logistical issues (site parking, suitable working room, reduction of trip hazards etc.), as well as issues surrounding our need to isolate power which may be required for tools or lighting others may be using.
- If we're required to work on a project in conjunction with other trades of a client's choosing such as a builder, plumber etc., it will be assumed the client has performed due diligence to ensure third party trades are properly insured and accredited and that they will conduct their work in a professional manner.
- If any other trade on site exhibits working practices which are considered to be dangerous, unprofessional or in any way unworkable or incompatible with the working standards of D&T Electrical Services, the right is reserved to postpone or cancel in full any scope of works or booked job with charges levied for any time and materials supplied to date.
- Projects involving multiple days such as full building refurbishments and rewires where the planning is being overseen by a third party must nominate a project manager responsible for relaying up-to-date information on scheduling, delays and client expectations to D&T Electrical

Services.

- Where planning is lacking and results in missed deadlines or delays which risk affecting scheduling arrangements for other clients of D&T Electrical Services, the right is reserved to postpone or cancel in full any scope of works or booked job with charges levied for any time and materials supplied to date.

### **Miscellaneous**

- Variations to the scope of works may be made at any time but may alter quoted/estimated pricing depending on the impact on time and materials.
- Materials can be itemized (upon request) on the invoicing so that you can keep track of the costs.
- Estimates and quotes are based on calculated costs of known materials and the likely installation time. Invoice costs may vary from estimated pricing within reason or where there have been unforeseen circumstances outside of our control.
- The physical installation on site may be undertaken by D&T Electrical Services or an approved subcontractor on the appointed date(s) when work is booked.
- Emergency work may consist of getting a site into safe temporary use, wholly or partially until a further appointment can be made.
- Where security equipment such as CCTV and intruder alarms have been installed, D&T Electrical Services accepts no liability for loss, injury or damage resulting from the malfunction, failure, or deliberate disarming of such equipment.

### **Payment**

- No deposit or up-front payments are required except for where materials have been delivered to site which may be invoiced after delivery and before work commences.
- For larger projects, invoices may be issued for completed sections of work as the job progresses.
- Invoices are payable upon presentation. For multi-phased work with staged payments, the start of the following phase cannot begin until the previous stage invoice has been paid in full.
- Stages may be defined by time periods, set pieces of work or any other definable options chosen at the discretion of D&T Electrical Services.
- Work relating to invoices not settled in full within 14 days of issue forfeit the 12-month guarantee and are only covered after payment in full by 12-month materials-only guarantee. Your statutory rights are not affected.

- Payment is due upon satisfactory completion of a given scope of works.
- Payment in full of an invoice indicates your acceptance that the work has been completed to your satisfaction. Should you have any queries or concerns regarding the workmanship and/or materials used then please discuss the issue with us directly before settling any invoice.
- Certification for a set piece of electrical work will not be completed and passed on until confirmation is received that the work has been completed as requested and that no additional alterations are required.
- Supplied goods and materials remain the property of D&T Electrical Services until paid for in full.
- D&T Electrical Services reserves the right to refuse to undertake any future work for any client where a past invoice has not been settled in full and in a timely manner.
- Invoices can be settled by bank transfer (preferred) or by cash. There are no discounts for cash.
- Invoices not settled within 14 days may be subject to additional interest charges or referred/sold to our debt recovery partner.
- Pricing on estimates or quotations are valid for 30 days.
- Short notice or work outside of hours may be charged at a higher rate.

### **Staged work**

It may be necessary to split a job into staged visits, for example:

1. Decommissioning of existing electrics.
2. First fix (cabling in place before plastering/tiling).
3. Second fix (accessories fitted into final position after decorating).

Your scope of works will indicate whether staged visits are required. Where staged work is planned, you will be invoiced upon completion of each stage. Commencement of the next stage will be held until the previous stage invoicing has been paid for in full.



## **Certification**

- Work that is notifiable to Local Authority Building Control under Part-P of the Building Regulations will be processed on your behalf through our membership of NAPIT and you will be provided with all the relevant certification paperwork upon completion.
- Where work falls under the scope of BS7671 Wiring Regulations (2020) 18th Edition, Electrical Certification will be provided upon completion.
- All supplied certification will satisfy Local Authority Building Control, your insurers, surveyors, estate/letting agents, solicitors, other electricians, and any other interested parties now or in the future.
- Certification and any other handover paperwork will be presented at the end of the project once you have accepted the work has been completed to your satisfaction and that no further alterations or additions are required as part of an itemised scope of works or job booking.
- Certificates or reports may be rescinded and left invalid for insurance purposes if an invoice relating to the work they cover is not paid in full.
- An administrative fee will be applied to each supplied certificate to cover the preparation and submission costs involved.

## **Data Protection**

D&T Electrical Services hold information relating to client enquiries, planned work and work already undertaken. You may:

- Request what information is specifically held about you
- Request copies of data files stored about you
- Request that all information is permanently deleted D&T Electrical Services will never:
- Sell or release your information to any third parties
- Send you unsolicited marketing requests or calls

For historical reasons, some data will be required to be retained such as invoices or certificates issued. D&T Electrical Services does not hold any financial information for any clients.

## **Recycling and disposal**

D&T Electrical Services is a licenced waste carrier. Recyclable materials from supplied goods such as cardboard packaging and waste copper will be removed from site for disposal. Non-recyclable waste or any waste not licenced under the terms of the Waste Carrier Licence will be left on site for responsible disposal by the site contact / client appointing the work.

## **Cancellation rights**

- You may cancel any job at any time. If work has already commenced, then you will be invoiced for time and materials up to that point.
- If specialist fixtures, fittings or materials have been ordered and/or received then their return may be subject to a restocking fee imposed on us by our suppliers.
- Goods already delivered to site remain the property of D&T Electrical Services and will need to either be returned complete in unopened and undamaged packaging or paid for in full.
- Design, inspection, testing or planning work, where already completed, may be charged for.

## **Warranty**

- Workmanship and any non-consumable materials supplied by D&T Electrical Services are covered by a 12-month guarantee. This guarantee is not insurance backed but is provided as goodwill.
- Work notified through NAPIT is warrantied via their insurance. More information can be provided upon request.
- Claims under any warranty or guarantee must be made immediately. Warranty/guarantee claims are dated from when the notification is received by D&T Electrical Services
- Where the warranty or guarantee has expired, claims cannot be backdated. Filing a warranty/guarantee claim two months after expiration but saying the problem occurred 'three months ago' will not be acceptable.
- Non-payment in full of any invoice relating to a written scope of works or booked job will forfeit any warranty responsibility on behalf of D&T Electrical Services.
- Tamper seals, where fitted, will void the terms of the 12-month guarantee if found to be broken.
- The 12-month guarantee does not cover wear & tear, accidental or malicious damage or consumable parts apart from long-life light bulbs such as LED or fluorescent technologies.

- The 12-month guarantee is provided as goodwill and is not insurance backed.
- Invoices not settled in full within 14 days of issue will forfeit the extended warranty leaving a materials-only guarantee valid for 12-months from the date of invoice. Your statutory rights are not affected.

## **Complaints and Alternative Dispute Resolution**

We make every effort to avoid anybody feeling they have cause to make a complaint, but in the unlikely event of dissatisfaction with any aspect of the service received on behalf of D&T Electrical Services, this complaints procedure may be followed to try and achieve an amicable outcome.

### **INFORMAL PROCEDURE**

#### **Stage 1 - Notification**

If the complaint is in regard to the quality of workmanship or supplied goods then a claim can be made under our guarantee and we will make every effort to put it right quickly and to your satisfaction, however if the guarantee doesn't apply, or if you want to pursue a complaint regardless of the guarantee, then you should detail the issue to us in writing in the first instance.

#### **Stage 2 - Logging and investigation**

Upon receiving the complaint, it will be placed in the complaints file and an acknowledgement letter will be sent to you. An investigation will be performed within one week with a site visit if necessary.

#### **Stage 3 - Closure**

If the complaint is deemed to be justified, then remedial action or compensation along with timescales for resolution will be agreed in writing between all parties and signed off. Once the agreed remedial work or compensation has been completed, a letter will be sent to confirm the closure of the complaint and the complaints file will be updated accordingly.

If the complaint is deemed to be unjustified then a letter explaining the reasons for rejecting it will be sent, and the complaints file updated to show the complaint has been closed.

## **FORMAL PROCEDURE**

Your statutory rights are not affected, and you may choose to escalate a complaint formally to a third party such as NAPIT at any time, however it is reasonable to proceed through the informal procedure first. Should the outcome of the informal procedure be to your dissatisfaction, for example if your complaint is deemed to be unjustified, then you may try escalation through formal channels. However, you should consider that a complaint would only be rejected if there is evidence to back up that decision.

We make every effort to keep my customers happy and our reputation intact, and we would not reject a complaint without good reason.

## **Refund policy**

We do not ask for deposits before work begins, nor do we bill for work that isn't yet completed, so any invoice you have received from us will relate to agreed goods and services that have already been supplied. In the unlikely event that any customer believes the service they have received or the materials we have provided in any way fail to match up to the invoice amount, then we would prefer you to contact us and to not pay the invoice until we have come to a mutual resolution.

If you do pay an invoice and believe within 14 days that the amount was unjust or non- related to the invoice value, then please contact us with your concerns. Workmanship and materials are all covered by 12-month guarantee. Our internal complaints procedure and that of NAPIT are there to serve you should you feel that you have not had the service you deserve.