

24 Atlantic Way, Westward Ho! Devon EX39 1JD Tel. 01237 424679 Mobile. 07921 863028 E-Mail. <u>hello@pwrelectrics.co.uk</u> Web. <u>www.pwrelectrics.co.uk</u>

> Standard Terms and Conditions effective April 2023

#### 1. Installation Work

- a. All electrical installation work will comply with the latest version of BS7671 and any amendments in force at the time of the works.
- b. All electrical installation work will comply with applicable Building Regulations in force at the time of the works.
- c. Where work is to extend or modify existing circuits, costs quoted assume that the existing installation is in adequate condition and complies with the minimum current regulations. Any works found required to bring the necessary parts of the existing installation up to standard will be at additional cost.
- d. Unless stated otherwise all cables will be concealed by chasing into the building fabric or concealed in the building voids, under floors etc. or surface mounted in trunking or conduit in discussion with the customer. Where these methods are impractical the cabling will be neatly clipped direct.
- e. Where carpets or floor coverings may require lifting to allow concealed installation work we make no additional charge for this service, with best endeavours being made to avoid damaging them and to refit them to an acceptable standard. However, we cannot guarantee this and consideration of employing a specialist fitter may be prudent, at your cost to effect a satisfactory reinstatement.
- f. Finishing wall, ceiling and floor surfaces etc. where agreed beforehand, chases to walls etc. the final finishing of skim coat plaster and final decoration is excluded. This is accepted as additional works and assumed unless requested and agreed in writing, that it will not be completed.
- g. All endeavours will be made to undertake installation work to a clean standard, using dustsheets and vacuum cleaning equipment as necessary.
- h. We will with best judgement advise the duration of the installation works but please be advised that unforeseen problems / additional works (e.g. Section 1c) may cause works to overrun.
- i. Whilst undertaking the installation work of the property, the client is required to provide water and power free of charge.

### 2. Exclusions

- a. Clearing and / or moving of furniture and other items blocking access to work areas are not included.
- b. Except where detailed, builders work creating holes larger than 50mm diameter, creating of support structures etc. are not included,
- c. Redecoration and final making good is excluded from quoted costs unless specifically detailed as included.
- d. Removal from site and disposal of rubble, fittings, wiring materials, general waste and packaging is not included unless specifically requested and detailed as included.

### 3. Extras and Variations

- a. All extras and variations must be agreed in writing prior to commencement.
- b. Items damaged by other contractors / third parties not engaged by Paul Ryder t/a PWR Electrics will be charged to the client as extras. This includes but is not limited to damage to cables, accessories, and equipment. The client will be responsible for obtaining reimbursement from third parties where known.

# 4. Pricing

- a. The costs quoted assume continuous and unhindered access to the site by prior arrangement with you.
- b. Unless previously advised with more than 24 hours' notice, loss of time due to the site not being ready for the planned works of that day will be charged at half day cost plus any nonrefundable costs incurred. This includes but may not be limited to equipment hire, accommodation and date sensitive parts.
- c. Unless stated otherwise the costs quoted assume standard working hours between 09:00am 17:00pm Monday to Friday inclusive. These may not be the actual hours agreed upon for works to be undertaken however work required outside of these hours will attract 'out of hours' premium rates.
- d. Our Standard Rates are,

Monday – Friday 9am – 5pm

Electricians - £45 per hour Mates - £20.00 per hour

Out of Hours

Electricians - £70 per hour Mates £30.00 per hour

Call Outs / Emergency Attendance\* (Electrician Only)

1<sup>st</sup> Hour - £70.00

Additional Hours or parts thereof charged as above.

\*Emergency Attendance includes where we must leave an existing job to attend

We offer a discounted 'day rate' for full 8-hour days

e. Any additional work not covered in our quoted costs during standard working hours will attract additional time charge rates as detailed above.

Time is charged as full hours for hours or parts thereof.

- f. Certification and Building Control Notifications are charged at £25 per certificate, this covers our administration time and costs associated with processing.
- g. All prices quoted exclude VAT at the prevailing rate.
- h. All quotations are valid for a period of 30 days from the quotation date.

- 5. Deviations from Building Regulations and or BS7671
  - a. All work where applicable will be executed fully in compliance with applicable Building Regulations and BS7671 in force at the time of the work, particularly in respect of work in dwellings to allow the legal Part P obligations to be met. Where a client requires deviation from such regulations, a written instruction and record will be required.
- 6. Risk and Title of Goods and Property
  - a. The risk in all goods supplied shall pass to the client upon delivery.
  - b. All goods supplied shall remain the property of Paul Ryder t/a PWR Electrics until all sums due have been paid in full and cleared.
  - c. The client is responsible for ensuring the property is insured for the duration of the installation works. This must include materials (installed or otherwise) that are stored at the client address during the works.
- 7. Warranty
  - a. Paul Ryder t/a PWR Electrics warrants new installation work to be defective free for a period of twelve months from invoice date. Such cover does NOT extend to goods not supplied by Paul Ryder t/a PWR Electrics, parts of the pre-existing system, physical damage to products or the installation, or any instance where the installation has been altered or tampered with subsequently by third parties.
- 8. Payment
  - a. Unless agreed in writing payment in full must be made on completion of the specified works to Paul Ryder t/a PWR Electrics.
  - b. Stage Payments may be requested by prior arrangement for larger jobs. This usually takes the form of.

Deposit	20% - This secures your date in our diary and allows us to order materials for your job
End Stage 1	40% - Payment due on completion of first fix
Final	40% - Payment due on Full Completion and Certification

c. Deposits are Non-Refundable if work is cancelled. A charge will also be made on a sliding scale based on notice given;

Over 4 Weeks Notice	No Charge
2-4 Weeks Notice	20%
Less than 2 Weeks Notice	50%

This is in ADDITION to the deposit which is non-refundable.

d. Where a deposit has been taken and the client reduces the scope of works the equivalent % of the deposit will become payable as compensation for lost work.

- e. Where works not covered by Stage Payments extends across a calendar month we will invoice at the end of the month for labour and parts installed.
- f. Accounts not settled with 14 days of invoice are subject to an overdue invoice charge of 8%p.a. and will be referred to a Debt Collection Agency or Small Claims Court with additional administrative charges as applicable if not settled.
- g. Where at the clients' request, Stage Payment works are delayed beyond two months, clients will be invoiced for all works / materials installed to date (less any deposit).
- h. Where OZEV Grants are claimed, should a grant be refused due to an omission, error, or fault of the client these will be invoiced retrospectively.
- 9. Dispute Resolution
  - a. In the event of dispute, mediation is to be the preferred method of resolution.
  - PWR Electrics is an Approved Contractor of NICEIC and as such subscribes to their Platinum Promise which covers clients who believe work completed does not comply with BS7671 or Building Regulations. (NB, NICEIC do not get involved with disputes regarding costs)

https://www.niceic.com/find-a-contractor/platinum-promise

# 10. CDM

- a. The Construction (Design & Management) Regulations (CDM 2015) are the main set of regulations for managing the health, safety, and welfare of construction projects.
- b. PWR Electrics follows due process on CDM / Health & Safety whether acting as Principal Designer, Designer, Principal Contractor, Contractor and/or Worker.
- c. The client is responsible for ensuring that the client part of CDM is adhered to during the process of works from planning through to completion and hand over.
- d. Guidance on CDM can be found here,

https://www.citb.co.uk/about-citb/partnerships-and-initiatives/construction-design-andmanagement-regulations-2015/cdm-regulations/



