

Terms and Conditions – Emerald Electrical Services (SE) Ltd

1. Definitions

“Contractor” “we” refers to the electrician or electrical company providing the services.

“Client” refers to the person or entity engaging the Contractor.

“Works” refers to the electrical services agreed upon.

2. Scope of Work

- The Contractor agrees to carry out electrical works as described in the quotation, estimate, or written agreement. Any work not specifically included within the quotation, estimate, or written agreement will be treated as a variation or extra and may incur additional charges as agreed between the contractor and the client before the additional works commence.
- Any works requested without a formal quotation, estimate or verbal cost will be charged at our current hourly rates and any materials used will be charged at cost + 10%, current hourly rates can be obtained on request. Any such work and materials will be itemised in the final invoice.
- The scope of work is based on instructions from the client and an inspection of the site by the contractor. If any matter should come to light that was not disclosed or was not obvious on initial inspection, then this will be deemed to be outside of the scope works and will be charged for separately subject to prior agreement by the customer.

3. Quotations and Estimates

- Quotations are valid for a period of **30 days** from the date of issue, unless stated otherwise in writing. All quotations are a fixed price, and the quoted value will only change if the scope of works changes.
- If Estimates are requested, they are a guide of the price or the works only; the final price may vary based on actual labour time spent, materials used, or site conditions.
- Prices may change from the price as indicated in the quotation or estimate if unforeseen issues are discovered upon the commencement of the work (e.g. unsafe wiring, non-compliant installations that constitute a safety issue).

4. Variations

- Any changes requested by the Client, or required due to site conditions or regulatory compliance, will be charged at the Contractor’s current rates unless otherwise agreed in writing.
- We will not accept any queries regarding variation values if the client has not taken the appropriate measures to request any values of variation works prior to or on completion of the associated variation works

5. Payment Terms

- Payment is due within 3 days of invoice date unless otherwise agreed.
- Late payments may incur interest at 8% per month.
- Any dispute as the nature or quality of the work must be expressed to the contractor within 3 days of completion of the work. Failure by the client to do so will mean any invoice for the work remains payable in full.
- The Contractor reserves the right to suspend work for non-payment.
- The Contractor reserves the right to withhold any relevant paperwork or certification for non-payment
- All payments to be in pounds sterling
- In the event that payment is not made in accordance with these terms there will be an administrative fee of £75.00 added to the amount owed.

6. Access and Client Responsibilities

- The Client must provide safe, clear, and unrestricted access to the working area.
- The Client is responsible for ensuring the work area is free from hazards and that power, lighting, and facilities are available where required.
- The Client is responsible for removal of any items of value from the working area
- The Client is responsible for any protective floor coverings other than standard dust sheets that will be used by the contractor
- The Client is responsible for checking that any items of furniture needing to be moved are in a suitable condition to be moved, the contractor is not liable for any damage to furniture.
- Delays caused by lack of access may result in additional charges.

7. Third Parties

- Any works agreed and contracted between the client and us the contractor will not be subject to any 3rd party working on or interfering with works carried out by us the contractor.
- Should the client employ an alternative contractor to carry out electrical works either on our behalf or in addition to our contracted works these works will not be covered by our certificates, warranties or guarantees

8. Compliance and Safety

- All works will be carried out in accordance with applicable current electrical regulations and standards.
- The Contractor will refuse to carry out any work deemed unsafe or non-compliant.
- Any existing unsafe or illegal installations discovered will be reported to the Client.

9. Materials and Ownership

- All materials supplied remain the property of the Contractor until full payment is received.
- Any materials or tools left on site at the customers agreement will remain the responsibility of the client to ensure its security
- The Contractor may use equivalent materials if specified products are unavailable.
- Any Materials supplied by the client will be installed with the same duty of care, we are not liable for any damaged items if the client has not removed and checked items that are still packaged, any items supplied by the customer will not be covered under our warranty or guarantees.

10. Warranties and Guarantees

- Workmanship is warranted for a period of 12 months from completion, excluding misuse, alterations by others, or normal wear and tear.
- Manufacturer warranties apply to supplied equipment and materials, unless stated generally 12 months
- We will take reasonable care of the Customer's Equipment whilst it is in our custody and make good any loss or damage caused by our failure to exercise reasonable care, our liability being limited to the replacement value of the Equipment.
- We also undertake to use reasonable skill and care in carrying out the work and to use materials, which are suitable quality and free from defects.
- Unless otherwise agreed, we will rectify defective work and/or defective materials notified to us in writing within 12 months of the completion of the work and liability for defective work and/or defective materials is limited to the invoice value thereof. We will have no responsibility for other loss or damage, including (without limitation) loss profit or production, except as required by law.
- Unless we have agreed to do so, you will accept full responsibility for re-installing, examining and testing the Equipment on which we have worked as soon as it is completed and we shall not be responsible for any damage, cost or loss incurred by you due to your failure to properly re-install or delay in testing the equipment or in notifying us of any defect in the work within 48 hours of completion

11. Damage and Liability

- The Contractor will take reasonable care but is not responsible for pre-existing defects or hidden issues.
- Liability is limited to the value of the works carried out, except where prohibited by law.
- The Contractor is not liable for indirect or consequential losses.

12. Delays and Force Majeure

- The Contractor is not liable for delays caused by events beyond their control, including weather, material shortages, power outages, or acts of God.

13. Cancellation

- The Client may cancel by giving **1 weeks** notice.
- Any Cancellations prior to 24hrs from start date may incur a cancellation charge at the contractor's discretion.
- In the event of the client cutting short the works/contract, or in the event the client and contractor can no longer work together, we the contractor reserve the right to value and charge for all works carried out on a time spent and material used basis, values of which to be determined by the contractor.
- Cancellation fees may apply for work already carried out, materials ordered, or lost time.

14. Dispute Resolution

- Any disputes should first be addressed through good-faith negotiation. If unresolved, disputes may be referred to mediation or a court of competent jurisdiction.

15. Governing Law

These Terms and Conditions are governed by the laws of **the United Kingdom**.

16. Acceptance

Engaging the Contractor, approving a quotation, or allowing work to commence constitutes acceptance of these Terms and Conditions.