

Terms of Business

These Terms and Conditions are the standard terms which apply to all works carried out by Nicholls Electrical and Building Services Ltd, a company registered in England and Wales under number 17269706, whose registered office address is at Unit 3b Trident Business Centre, Amy Johnson Way, Blackpool, England, FY4 2RP. (referred to as "we/us/our").

1.0 Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Consumer" is as defined in the Consumer Rights Act 2015;

"Contract" means the contract formed when you accept our Quotation or place an order with us;

"Customer/you/your" means you, the Consumer or business accepting our Quotation or placing an order with us;

"Materials" means any materials or equipment required for the works which we will supply, unless otherwise agreed, as specified in the Quotation;

"Property" means the property at which the works detailed in the Quotation are to be carried out;

"Quotation" means our verbal or written quotation to provide the Services and Materials, where applicable, which unless otherwise stated, remains open for acceptance for a period of 30 days and sets out our entire scope of works; and **"Services"** means the services we will provide as specified in the Quotation.

1.2 Each reference in these Terms and Conditions to:

1.2.1 "writing" and "written" includes emails and similar communications;

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

1.2.3 "Terms and Conditions" refers to these Terms and Conditions as may be amended or supplemented at the relevant time; and

1.2.4 a clause refers to a clause in these Terms and 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.

2.0 Quotations

2.1 We will provide you with a Quotation before carrying out any Services. For emergency and small one-off works, this may be over the phone, via email or in person and you can accept our Quotation verbally. For all other works, our Quotation will be in writing, and you will need to accept it in writing.

2.2 Where we are tendering for works, we will not at this stage have perused or agreed to the contract terms and conditions as submitted with your tender. Should our offer prove of interest to you, we will be happy to peruse and respond to them accordingly. In the interim, our offer is based on these standard Terms and Conditions.

2.3 When you accept our Quotation, or place an order with us, a legally binding Contract will be formed, which will include these Terms and Conditions.

2.4 No terms or conditions referred to by you in any way will vary or add to these Terms and Conditions unless we agree otherwise in writing.

2.5 Our Quotation is based on the information you provide to us at the time we prepare it. If any errors become evident which affect the price we have quoted, we reserve the right to make changes to it.

2.6 Our Quotation is based on our Services being carried out during normal working hours (Monday to Friday, 9am – 5pm excluding public holidays) unless otherwise stated. Works required outside of these hours may incur additional costs.

2.7 Our Quotation will be subject to a final detailed site visit and survey.

3.0 Services

3.1 We will ensure that our Services are carried out with reasonable care and skill, in accordance with our accepted Quotation.

3.2 If we agree a programme with you, this is to be treated as an estimate only and unless we state otherwise in writing, we will have no obligation to complete our Services or any part of them by a specific date.

3.3 We will ensure that no parts of the Property suffer damage as a result of our Services. Any damage that may occur will be made good at no additional expense to you. However, this does not apply to damage caused by carrying out our works in the usual way, for example, where we have drilled holes, lifted carpets to access floorboards, pipework or cables. Please note we cannot always re-lay carpets and floorboards exactly as they were originally fitted. We will not carry out any making good, unless we have specifically agreed otherwise in writing. Where we have agreed to make good, please note we cannot guarantee to match existing finishes.

3.4 If existing fixtures and fittings need to be removed and later reinstated, we cannot be held responsible for any unavoidable damage which might occur.

3.5 You are responsible for ensuring that the Property is suitable for our Services to be carried out. In particular, please be aware that on occasion, whilst our Services are being delivered, pre-existing conditions may be identified with existing systems and with the property. We cannot be held responsible for any such pre-existing conditions which might be revealed, or for any resulting damage which might occur, unless we caused it by way of poor workmanship or lack of skill.

3.6 If we need to disconnect or isolate any systems to carry out our Services, we will aim to have systems back up and running by the end of each working day, unless otherwise agreed.

3.7 Where we are carrying out works, we may be required to test the installation and in the event it does not meet current standards due, then we must stop work until the source of the problem has been investigated and repaired. This will then be chargeable in addition to the originally quoted fee.

3.8 Where our Services rely on a third party, such as a Building Control body, for final paperwork, we will upload and provide all relevant documentation and evidence as soon as possible, however we cannot be held responsible for any delays with the paperwork and certification which will be issued to you directly by this third party.

3.9 Depending on the nature of the works and if required, you will be responsible for providing us with access to welfare facilities, electricity, gas and water, at no cost to us, to enable us to carry out our Services.

3.10 If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, you must obtain these before we begin the Services.

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3.11 When we start the works, we may discover that extra works are needed that we could not have foreseen when we sent our Quotation. In this case, we will provide you with a further Quotation to carry out the extra work. If you do not accept the revised price or any proposed changes within 14 days, the Contract between us will be cancelled. You will only be liable to pay for the works we carried out up to the date of cancellation, except as set out in clauses 7 and 8.

3.12 We may also discover unforeseen issues in the area in which our works are to be carried out, such as asbestos. In this case, we will cease work immediately and you will be required to arrange, at your cost, for a registered specialist to remove the asbestos and certify that this has been done before we can arrange to return to the Property. We will on request, issue a quote for removal however please note that this works will be carried out by our trusted third party supplier.

3.13 It is your responsibility to arrange for the removal of any general waste unless we have specifically agreed otherwise in our Quotation. We will arrange for the proper disposal of any restricted waste generated during the provision of the Services.

4.0 Access

4.1 It is your responsibility to ensure we can access the Property on the agreed dates and at the agreed times. Our 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 phase is to be continuous.

4.2 If we are required to move or remove furniture or other items, this must be highlighted prior to quoting stage and shall be written as part of the quotation. Items must be emptied of their contents beforehand in order for us to move them safely and in accordance with manual handling guidelines. We cannot be held responsible for any damage caused to such items. We reserve the right to refuse to move or remove items if we reasonably consider that this cannot be done in a safe manner.

4.3 If we require access to a loft, then the access and the area in which we are to work must be cleared of items that may restrict or obstruct the works from being carried out in a safe manner.

4.4 Where we are installing heavy Materials in a loft area, you are responsible for ensuring the working area is safe, with suitable, load-bearing floor boards.

4.5 We may require full access to the Property in order to carry out our Services. You will ensure that we have the necessary access to carry out the work and to move Materials and tools as required.

4.6 If you fail to comply with any of your responsibilities in this clause 4, we will not be liable for any delays as a result and we reserve the right to recover any costs we incur, such as for storage of Materials due to delays or non-productive visits to the Property.

5.0 Supply of Materials, Storage & Risk

5.1 If we are supplying Materials, then the responsibility (also known as the "risk") for those Materials remains with us until they have been delivered to the Property, at which point it will pass to you. This applies also to tools we need to store at the Property while the works are ongoing. Once the risk in the Materials and tools has passed to you, you are responsible for storing them safely and for insuring them against their full replacement value.

5.2 However, legal and beneficial title to the Materials will not pass to you until we have received payment in full for the total Contract value, in cleared funds.

5.3 Until payment has been made to us in accordance with clause 5.2, and title in the Materials has passed to you, you will be in possession of the Materials as bailee for us and in the event that you sell or transfer the Materials to a third party before legal and beneficial title has passed to you under these Terms and Conditions, the proceeds of the sub-sale or transfer (or such proportion as may be due to us) must be held by you on our behalf and identified as such.

5.4 We will be entitled at any time to require you to deliver up to us any Materials in which we retain title and, if you fail to do so immediately, or where you are not legally permitted to remove and deliver up such Materials, we will be entitled to enter upon any premises of yours or any third party's during normal business hours where the Materials are stored to repossess them.

5.5 For so long as title in the Materials remains with us, and subject to this clause 5, you warrant that you will:

5.5.1 keep all Materials in your own possession and under your own control;

5.5.2 not sell, offer for sale, assign, pledge, mortgage, charge or transfer the Materials or any part of them, or part with the possession, custody or control of the same, or do or suffer anything to be done where the same may be seized, taken in execution, attached, destroyed or damaged;

5.5.3 duly and promptly pay or cause to be paid all rent, rates, taxes and charges payable in respect of the Property where the Materials are situated;

5.5.4 notify in advance the landlord (if any) of the Property or any other premises in which it is intended to deposit any Materials, that you do not own them and to secure from the landlord a written acknowledgement that the Materials belong to us, may be freely removed by us at any time and that they are excluded from goods covered by the landlord's right of distraint; and

5.5.5 not remove any Materials from the Property or any premises where they are situated except with our prior written consent.

5.6 If you fail to comply with this clause 5, then all money owing by you to us will (without prejudice to any other right or remedy of ours) become immediately due and payable.

5.7 Your right to possession of the Materials in which we maintain legal and beneficial title will terminate if any of the events listed in clause 8.3 occur.

5.8 If you are supplying any Materials, 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 or we need extra labour to install them), we reserve the right to charge for costs incurred by us as a result. Any return visits required due to faults in Materials you supplied will be chargeable.

6.0 Fees and Payment

6.1 New Customers may be required to pay us in full, up front, before we can order any Materials or provide any Services, this will be agreed prior to any works commencing.

6.2 We may, at our discretion, offer credit to you as a returning Customer, in which case we will invoice for the works on completion or as set out in clause 6.3 below. However, we reserve the right to request payment up front if you exceed your credit limit, if, for any reason, we are not satisfied of your creditworthiness, or if we so decide at our sole discretion. In this

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event, no Materials will be ordered and no Services will be provided until such time as any pro-forma invoice issued by us have been paid in full.

6.3 For projects likely to exceed 30 days, we reserve the right to invoice by way of interim applications for payment as the works progress and in this case, we will detail this in our Quotation.

6.4 All invoices are payable in full, without any deduction, retention or set off, strictly within 7 days from the date of invoice, unless otherwise agreed in writing. The time for the payment is of the essence of the Contract.

6.5 Our fees are expressed exclusive of VAT, unless otherwise stated. If the rate of VAT changes, we will adjust the amount of VAT that you must pay.

6.6 If payment is not made by the due date, we will have the right to suspend the works, revoke or reduce any credit offered as set out in clause 6.2 and charge you interest on the outstanding amount at a rate of 8% per annum above the Bank of England base rate, accruing on a daily basis from the due date until the date of actual payment, both before and after judgment, together with any costs we incur in attempting to recover the outstanding debt.

6.7 Any variation to the works or the Contract must be agreed in writing before we can proceed with the works and any additional Materials required or other changes in price incurred as a result will be payable as set out above.

6.8 Failure to adhere to the agreed payment terms will result in an amended programme of works being issued to you.

7.0 Cooling Off Period – Consumers Only

7.1 If you are a Consumer, you have a statutory right to a cooling off period. This period begins once the Contract is formed (as set out in clause 2) and ends at the end of 14 calendar days after that date. Please note the cooling off period does not apply to Contracts where the Consumer has specifically requested a visit from us for the purpose of carrying out urgent repairs or maintenance.

7.2 If you wish to cancel the Contract within the cooling off period, you should inform us immediately using the contact details provided with our Quotation.

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 already paid to us under the Contract. Any refunds will be made as soon as reasonably possible after the day on which you inform us 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 Contract after the Services have begun or after Materials have been purchased, you will be

required to pay for those Materials and for any Services supplied up until the point at which you inform us of your wish to cancel.

7.6 Clause 8 applies to cancellation of the Contract after the 14-day cooling off period has elapsed.

8.0 Other Cancellation Rights

8.1 If you are not a Consumer, or if you are a Consumer and you cancel the Contract after the expiry of the cooling off period above, we need a minimum of 48 hours' notice before the agreed start date. We will charge for any Materials we have purchased and for any other costs and expenses we have incurred prior to the cancellation.

8.2 We reserve the right to cancel the Contract at any time and will confirm this in writing. If we cancel because you have failed to comply with your obligations under the Contract, we will invoice you for any Services we have provided or Materials we have purchased that you have not yet paid for.

8.3 We may cancel the Contract, suspend further Services, terminate any credit offered and charge interest in accordance with clause 6.6 if:

8.3.1 you fail to perform or observe any of your obligations under the Contract or you are otherwise in breach of the Contract;

8.3.2 you become subject to an administration order or enter into a voluntary arrangement or (being an individual or firm) become bankrupt or (being a company) go into liquidation;

8.3.3 an encumbrancer takes possession, or a receiver is appointed, of any of your property or assets;

8.3.4 you cease, or threaten to cease, to carry on business;

or

8.3.5 we reasonably apprehend that any of the events mentioned above or anything similar is about to occur in relation to you and we notify you accordingly.

8.4 If clause 8.3 applies then, without limiting any other right or remedy available to us, you will be required to immediately pay for any Services and Materials that have been provided but not yet paid for, including any equipment we may have installed, regardless of any previous agreement or arrangement to the contrary. We will also be entitled to invoke clause 5.4 and require you to deliver up to us or permit us access to recover any Materials in which we retain ownership.

9.0 Warranty

9.1 We will pass on any manufacturer's warranty in the Materials to you. If any items are removed or changed, the warranty will be void.

9.2 We also provide a 12-month workmanship guarantee. If any defects appear due to no fault of yours during this period, you must notify us immediately and allow us access to investigate and where necessary, we will rectify any and all such defects at no cost to you. Any repair work carried out within the guarantee period will also be covered by the guarantee, but only for the remainder of the original guarantee period. This does not apply to defects arising from:

9.2.1 any works being carried out by you or anyone not authorised by us;

9.2.2 misuse, neglect, vandalism, normal wear and tear or failure to comply with maintenance instructions; or

9.2.3 structural defects such as subsidence.

9.3 Our guarantee exists in addition to your rights as a Consumer, where applicable. The guarantee is not transferrable.

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9.4 Any guarantee and warranty we provide is subject to payment having been received by us in full in accordance with clause 6.

10.0 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, power failure, internet service provider failure, industrial action by third parties, civil unrest, fire, flood, storm, earthquake, epidemic, act of terrorism or war, natural disaster, or any other event beyond our reasonable control.

11.0 Liability

11.1 Subject to this clause 11, we will be responsible for any foreseeable loss or damage that you may suffer as a direct 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 Contract is entered into. We will not be responsible for any loss or damage that is not foreseeable.

11.2 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.

11.3 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. If you are a business, then in the event of a breach by us of our express obligations under the Contract, your remedies will be limited to damages, which in any event, will not exceed the total fees paid by you under the Contract in the preceding 6 month period.

11.4 Nothing in these Terms and Conditions is intended to or will limit your legal rights as a Consumer, where applicable. For more details of your legal rights, please refer to your local Citizens' Advice Bureau or Trading Standards Office.

12.0 Complaints: We always aim to ensure that your experience as a customer of ours is positive, however, if you have any cause for complaint, please make this to us in writing in the first instance. We will need you to grant us access to investigate and/or remedy any complaint for which we may be liable.

13.0 Data Protection: All personal information that we may process will be collected, used and held in accordance with the provisions of the General Data Protection Regulation 2016, the Data Protection Act 2018 and any amendments to them. For further information, please refer to our GDPR policy, which is available on request.

14.0 Other Important Terms

14.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (if for example, if we sell our business). If this occurs, we will inform you in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them. We are also free to use sub-contractors and we will be responsible for every act and omission of any sub-contractor as if it were an act or omission of ours.

14.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without our express written permission.

14.3 The Contract 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 these Terms and Conditions.

14.4 Any part of these Terms and Conditions found to be unlawful, invalid or otherwise unenforceable would be severed from our Contract. The validity and enforceability of the remaining parts of the Contract would not be affected.

14.5 If the rights under these Terms and Conditions are not exercised or enforced following a breach of contract by you or us, this does not mean that either of us has waived our right to do so at a later date.