

Ian Linnett Electrical Ltd
Terms And Conditions of Trading and Data Policy
Issued 16/02/2023

This document is available in large print format upon request.

Terms And Conditions of Trading:

1. Definitions:

1.1 In this Agreement, unless the context otherwise requires, the following definitions apply:

"The Company"	means Ian Linnett Electrical Ltd. Company number 12117981.
"The Client"	means the person, company, charity or other legal entity who accepts a quotation or otherwise engages The Company to carry out work.
"Quotation/Quote"	means The Company's written or verbal description of work to be carried out including the amount to be charged.
"Estimate"	means The Company's written or verbal description of work to be carried out with an estimated cost based on the information available when it was prepared, but which is subject to change as the Works progress.
"Site"	means the address or location where the work is to be carried out.
"This Agreement"	means the agreement of which these Terms and Conditions of Trading form part.
"Certificate"	means a non-statutory document detailing inspection and test results prepared in accordance with BS7671:2018(2022).
"Works"	means all electrical and other works carried out by The Company or it's sub-contractors on behalf of The Client.

2. Quotations and Estimates:

2.1 Quotations:

Where a Quotation is provided to The Client by The Company, this will be inclusive of the works detailed only. Any extra works requested by the client or required to bring the existing installation to an adequate standard will be charged at The Company's hourly rate plus materials unless a separate Quotation is provided.

2.2 Estimates:

Where an Estimate is provided to The Client by The Company, this will be subject to change as the job progresses and more detailed information becomes available. Estimates will be provided as estimated labour in hours or day, along with a list of materials. The Client is responsible for specifying the reporting methodology to be used during the Works to enable them to keep track of costs.

2.3 Hourly or Daily Rate:

Where neither an Estimate or a Quote is provided the Works will be charged at an hourly or daily rate, plus materials. Unless agreed in writing in advance of the Works commencing The Company will charge travelling time to and from the Site at the same hourly rate as the Works. Hourly/daily rates are available on request.

3. Retention of Title:

All materials and equipment supplied to The Client by The Company are fully owned by The Company until relevant invoices are paid in full.

4. Works carried out as an emergency:

Works carried out as an emergency to make safe a dangerous situation found while on site for another reason, for example providing a quote, will be Chargeable Work at The Company's hourly rate plus materials. The hourly rate will be advised to The Client before such works commence. The minimum charge will be 1 hour.

5. Free advice:

Where free advice is provided, for example while attending The Premises to provide a Quotation or Estimate, this is general electrical safety or design advice and The Company accepts no liability for any decisions, actions or losses based on such free advice.

6. Regulatory Authorisation:

In every case The Client/Customer accepts full responsibility for obtaining the relevant permissions for any and all Works carried out, and further accepts responsibility for any losses suffered as a consequence of failing to obtain such authorization. This includes, but is not limited to, the following:

- a. Planning permission
- b. Building warrants
- c. National Parks Authority/Broads Authority
- d. Local Authority Licensing Authority
- e. Building Control

7. Deposits:

Where The Quotation or The Estimate specifies a deposit payment no contract will be formed until the deposit payment has cleared into The Company's bank account.

8. Errors on Documents:

The Company issues all documents on an Errors and Omissions Excepted (E&OE) basis. This reserves the right, where an error or omission is detected after issue, for The Company to issue further documents to recover the invoice value of any goods and/or services which were accidentally omitted from the original document. Such documents may include:

- a. Quotations
- b. Estimates
- c. Materials lists
- d. Invoices
- e. Statements

9. Overdue payment of invoices:

9.1 Statutory Late Payment Interest & Compensation:

Where The Client is a company, sole trader business, charity, public authority, or any other form of business The Company reserves the right to add Statutory Late Payment Interest and Statutory Late Payment Compensation, at the rate in force on the date the invoice is issued, to unpaid invoices if they remain unpaid 30 calendar days from the date on which they were due for payment. Where a payment date is not specified the default date on which payment is due is 30 days from the Invoice date.

9.2 Debt Collection of Unpaid Invoices:

In the event that The Client fails to pay any invoices within the agreed time period, usually stated on the Quotation and/or Invoice, otherwise 30 calendar days from the invoice date, The Company reserves the right to, without notice to The Client, engage the services of a Debt collection agency, and/or to utilize the civil courts, and to add the costs incurred in so doing to the amount owed by The Client.

10. Access to Site:

The Client agrees to facilitate/allow access to site at the agreed date and time, and to continue to allow access should The Company staff be delayed. In the event that staff access is denied by The Client or their representative after work has commenced and materials and/or equipment are trapped on site, The Client agrees to allow access for these to be collected within 24 hours of notification of the issue by The Company in person, by telephone, or by any form of electronic messaging, or if this cannot be arranged to pay The Company the full replacement cost of the affected items within 48 hours of notification by the above means.

11. Special-Order Materials:

Items specially ordered for The Client which cannot be returned to the supplier for refund will be paid for by The Client if The Client cancels the Works or changes The Specification. The items will be delivered to The Client once paid for.

12. Damage to Works in Progress:

12.1 General:

Should works-in progress be damaged by any party not employed by, or sub-contracted to The Company, the cost of reinstatement will be payable by The Client. The Client should arrange insurance cover for this eventuality.

12.2 Damage by other contractors:

In the event of damage being caused to Works in progress being carried out by The Company by other contractors, except sub-contractors appointed by The Company, The Client will be responsible for paying the costs of reinstatement. If The Client wishes to claim from the contractor responsible for the damage this will be a matter between The Client and said contractor and the outcome of such a claim shall not affect any payments to The Company for remedial works.

13. Site security and theft of materials and/or equipment:

Unless otherwise agreed in writing, the security of The Site is the responsibility of The Client. Any theft or damage caused by any party not employed by, or sub-contracted to The Company, will be the responsibility of The Client. The Client should arrange suitable insurance cover for this eventuality.

14. Cancellation or Postponement by The Client:

14.1 Cancellation Before Commencement of Works:

The Client has the right to cancel The Contract within 14 days of it being agreed without penalty and receive a full refund of any deposit, providing that Works have not commenced. Where it is necessary to purchase special order items which cannot be returned for refund these will not be ordered until this 14 day "cooling off" period has expired unless The Client waives their 14 day right of cancellation in writing.

14.2 Cancellation After Commencement of Works:

If The Client cancels The Contract before works are complete, The Client is liable in every case to pay to The Company for all works completed up to and including the date of cancellation. The Company reserves the right to not issue certificates and/or reports if the job is not completed due to cancellation by The Client. See also Special-Order Materials. The Client will be responsible for payment of any return or re-stocking charges incurred during purchase of Materials intended for the cancelled Contract.

14.3 Postponement:

In the event of postponement in excess of 7 days for any reason, The Company shall be entitled a partial payment proportionate to the percentage of the Works completed, even where this did not form part of the original Quotation or Estimate.

15. Cancellation or Postponement by The Company:

15.1 Cancellation:

If the works are cancelled by The Company before works are complete, The Client is liable in every case to pay to The Company for all works completed up to and including the date of cancellation. If the work is incomplete certification will be issued only for the work carried out up to the date of cancellation. See also Force Majeure. The Company shall not be liable for the costs of completion by any other third-party or contractor.

15.2 Postponement:

In the event of postponement in excess of 14 days for any reason, The Company reserves the right to submit for payment an invoice proportionate to the percentage of the Works completed, even where this did not form part of the original Quotation or Estimate. Where possible The Company will keep The Client updated with a predicted date when work will be resumed. The Company shall not be liable for the costs of completion by any other third-party or contractor.

16. Inspection, Testing & Certification:

16.1 General Certification:

Inspection and testing, and provision of relevant certificates and/or reports, is included in every quotation and invoice as standard (unless specified before work starts) to ensure every circuit worked on complies with all relevant regulatory requirements and is safe and fit for use. The Company reserves the right to withhold Certificates and/or Reports until full cleared payment is received.

16.2 Electrical Installation Condition Reports:

Payment of invoices relating to Electrical Installation Condition Reports will be due in full irrespective of whether the report is "Satisfactory" or "Unsatisfactory". Where it is deemed by the Company or it's representative that the installation is not safe for testing to be carried out The Client will be invoiced at the Company's standard hourly rates for the time, including travel time to and from the Site, spent working on the Works.

17. Duplicate certificates:

The Company reserves the right to charge a reasonable fee to cover the administration cost of issuing replacement Certificates/Reports where the original has been lost. In the event that The Client has exercised their rights under the GDPR to have their personal data deleted, it is not possible to issue replacement certificates.

18. Force Majeure:

In exceptional cases, including but not limited to:

- a. Terrorism
- b. Industrial disputes
- c. Imposition of martial law, civil war or declaration of war
- d. Natural disaster, eg flooding

- e. Imposition of military conscription
- f. Death or serious injury/illness of key personnel
- g. Public Health emergency and/or restrictions from a statutory body regarding public health emergencies

it may not be possible for The Company to complete the Works in full or on time. In such circumstances The Client shall only be liable to pay for any proportion of the Works which have been completed and The Company shall not be liable for the costs of completion by any third party.

19. Dangerous Situation Reports:

Where The Company or it's personnel, during the course of carrying out work or on site for any other purpose observes a dangerous situation of an electrical nature the client or their representative will be immediately notified. The decision to either leave the situation unresolved, isolate the affected part of the installation, or carry out temporary repairs, lies solely with The Client or their representative. The Company accepts no responsibility for the consequences of any such decisions or losses arising as a result.

20. Sub-Contracting:

The Company has the right to sub-contract any works to a suitably qualified third-party. In this event The Company will remain responsible to The Client for the completion of the Works, and for any guarantee.

21. Guarantee:

21.1 Guarantee periods:

Unless specified otherwise in The Quotation, Estimate or other Company document the following applies:

- a. Workmanship: 5 Years
- b. Parts and materials supplied by The Company: as provided by the manufacturer, but a minimum of 1 year from the date of installation. This guarantee is only valid once all invoices relevant to the Guarantee have been paid in full. In the event that any part or material is replaced under the manufacturer's warranty more than 12 months after installation The Client shall be liable for the labour costs of fitting.

21.2 Excluded items:

The following are excluded from the Guarantee:

- a. Replaceable lamps/lightbulbs
- b. Materials supplied by the client
- c. Materials re-installed on the site
- d. Second-hand materials, eg obsolete protective devices
- e. Surge protection devices which have reached their end of life, as indicated by the integral indicator

22. Right to Rectify:

In the event that any work by The Company is found to not be as per the specification, or not in accordance with the relevant Regulations, The Client agrees to give The Company 30 calendar days to rectify the defect(s) at The Company's expense. If this opportunity is not provided The Company shall not be liable for the cost of rectification by any Third Party.

23. Liability:

23.1 Limit of liability:

In the event of a claim The Company's liability shall be limited to the quoted, estimated or invoiced value of the works carried out, whichever is the higher. In the event of multiple claims in relation to a single Works or Site The Company's liability for the total of all claims shall be limited to the quoted or invoiced value of the works carried out, whichever is the higher.

23.2 Exclusions from Liability:

The Company shall not be liable for damage to or losses arising from the following:

- a. Damage and consequential losses arising from damage to buried or concealed pipes, cables, drains and other infrastructure, except where a plan accurate to within 20mm is provided to The Company before Works commence
- b. Damage caused as an unavoidable part of the Works, eg while lifting carpets and similar
- c. Damage caused while moving items of furniture, ornaments, and similar to facilitate the Works
- d. Damage caused during deliveries of materials to site by personnel of the supplier
- e. Damage caused during urgent emergency work which is necessary to for example, isolate the electricity supply under emergency circumstances, eg where the means of isolation has been boxed in and urgent access is required to prevent fire

23.3 Consequential Losses:

The Company shall not under any circumstances be liable for any consequential losses caused by it's actions or omissions.

23.4 Matching Sets:

In the event of damage to any item which is matched to any other item or items any claim shall be limited to repair or

replacement of only the singular item damaged, eg. one chair or one wall, and shall not extend to repair or replacement of undamaged items forming part of the same matched set.

24. Jurisdiction/Law:

This agreement shall be governed by and construed in accordance with English law and both parties agree to submit to the non-exclusive jurisdiction of the English courts.

25. Invalidity of One or More Clauses:

If any provision of this agreement is found to be invalid or unenforceable by any court, this finding of unenforceability shall not affect the remaining clauses of this agreement which shall remain in full force and effect.

26. Dispute resolution:

In the event of a dispute which cannot be resolved amicably by The Client and The Company, both parties agree to participate in independent mediation. The Client may refer the matter to the following organization for independent Alternative Dispute Resolution:

HIES, Centurion House, Leyland Business Park, Centurion Way, Farington, Leyland, PR25 3GR
info@hiesscheme.org.uk. This service is free of charge to the consumer.

If the parties fail to reach an agreement which resolves the dispute within 60 days of the date on which either Party notified the other party of their desire to initiate mediation, either party shall be entitled to seek legal remedy through the Civil Courts. See also Jurisdiction/Law or the matter can be referred by HIES to the Dispute Resolution Ombudsman.

27. Critical Equipment:

The Client agrees to accept full responsibility for ensuring that all equipment is re-energised and working after The Company has switched off or disconnected it during the Works. The client may need to arrange staff cover to manage this. The company shall not be held liable for any losses in the event that The Client fails to meet the requirements of this clause.

Critical equipment includes but is not limited to the following:

- a. Freezers & fridges
- b. Medical equipment
- c. Heating equipment
- d. Ventilation systems
- e. Security and access control systems
- f. IT systems including servers, data storage, EPOS and card transaction equipment

28. Payment Fraud:

In the event that The Client falls victim to fraud which results in payment(s) to The Company not clearing correctly into The Company's bank account The Client will be responsible for making payment in full to The Company for the outstanding invoices.

29. Parking:

Where parking permits are required The Client will be responsible for informing The Company of this and for providing appropriate permits. Should The Client fail to do so the cost of any parking invoices or notices will be invoiced to the client.

30. Electricity, Water & Toilet Usage:

30.1 Electricity & Water:

The Client agrees to provide access, at their own expense, to water and electricity as required for the Works to be carried out, eg for running/ charging power tools and mixing of cementitious products. The Client will not attempt to recover the cost of such utilities from The Company.

30.2 Toilet Facilities:

The Client agrees to allow access to toilet and handwashing facilities for the duration of The Works.

31. Changes to Terms & Conditions of Trading:

The Company can change it's Terms & Conditions of Trading at any time without advance notification. Changes will not be retrospective.

32. Acceptance:

An instruction to proceed with work shall signify acceptance of these Terms & Conditions of Trading.

Data Policy:

1. Personal Data:

1.1 Data Storage:

The Client agrees to storage, by The Company, of certain personal data for the following reasons:

- a. Provision of Quotations
- b. Issue of invoices, certificates, etc, including duplicates if later required
- c. Notification to Statutory Bodies, eg Building Control
- d. Preparation of Company Accounts
- e. Tracing of defective materials in the event of a product recall by the manufacturer
- f. Fulfillment of guarantees

1.2 Data Held:

This data includes:

- a. Name and address of The Client
- b. Address of the installation worked on. Note that tenant's names and contact details are not retained beyond the completion of the works.
- c. Details of works carried out and materials supplied
- d. Date on which Notifiable Work was submitted to Local Authority Building Control

1.3 Sharing of Data:

Data will only be shared with third parties under the following circumstances:

- a. Notification to Local Authority Building Control. It is a legal requirement that certain types of Electrical Works are notified to Local Authority Building Control. Where we provide this service The Client gives The Company permission to share the relevant data with NAPIT and the relevant Local Authority Building Control department.
- b. As required by HMRC or other statutory body in the event of any investigation
- c. As required by accountants and/or auditors for statutory accounting purposes.

1.4 Deletion of Personal Data:

The Client is entitled under GDPR to request that data held about them is deleted. The Company can delete all such data on request apart from the following, which is either held by statutory third-party bodies, or is required by law to be held by us for statutory/compliance reasons:

- a. Notifications which have been, or are in the process of being, sent to Local Authority Building Control
- b. Names, addresses and details of work carried out on Invoices for accounting purposes (HMRC)

Note that if data is deleted The Company will be unable to trace products which are recalled as part of a safety recall by the manufacturer or issue replacement Certificates.

1.5 Requests for Personal Data:

The Client is entitled to request a copy of all digital data held about them by The Company. The Company has 30 days to provide this.

2. Acceptance:

An instruction to proceed with work shall signify acceptance of this Data Policy.