

# TERMS AND CONDITIONS FOR SERVICES AND GOODS

Trent Valley Electrical Services Ltd

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## 1. Definitions

- "Company", "we", "our" or "us" means the company identified above.
- "Customer", "you" or "your" means the individual, company, organisation or representative purchasing goods and/or services from us.
- "Works" means all electrical installation, maintenance, repair, inspection, testing, certification, commissioning and associated services carried out by us.
- "Goods" means all materials, appliances, fixtures, fittings, equipment, accessories and products supplied by us.

## 2. Acceptance of Terms

These Terms and Conditions shall apply to all quotations, orders and contracts unless otherwise agreed in writing. Any quotation constitutes an offer which may be accepted by written acceptance, purchase order or instruction to commence works. Commencement of the Works shall constitute acceptance of these Terms and Conditions. These Terms shall prevail over any terms put forward by the Customer unless expressly agreed in writing.

## 3. Priority of Documents

In the event of any inconsistency between the quotation, any specification and these Terms and Conditions, the order of precedence shall be: (1) the quotation, (2) the specification, (3) these Terms and Conditions.

## 4. Quotations

- All quotations remain valid for thirty (30) days unless otherwise stated.
- Quotations are based on information available at the time of survey or quotation and may be revised where unforeseen circumstances arise.
- Only items specifically detailed within the quotation are included.
- The Works are limited to those expressly set out in the quotation.

- Any additional works, attendances, delays or changes shall be treated as a variation and shall be chargeable.

## **5. Customer Responsibilities**

- Provide safe and unrestricted access to all work areas.
- Ensure all utilities, supplies and facilities reasonably required for the Works are available.
- Remove or protect furniture, valuables, personal possessions and other items from the work areas.
- Obtain any permissions, approvals, consents or licences required unless expressly agreed otherwise in writing.
- Ensure pets, children and vulnerable persons are kept away from work areas.
- Provide suitable working conditions and comply with all reasonable health and safety requirements.
- Any delays, abortive visits or additional costs arising from failure to comply with these responsibilities shall be chargeable.

## **6. Preparation of Work Areas**

- Unless otherwise agreed in writing, the Customer is responsible for removing or protecting furniture, ornaments, valuable items, floor coverings, decorations and personal belongings, and for providing clear access to all work areas.
- Where the Customer fails to adequately prepare the work area, delays and additional costs may apply.
- We shall not be liable for damage to furniture, fixtures, fittings, carpets, flooring, decorations or personal belongings that have not been removed or adequately protected prior to commencement of the Works.
- Where we agree to move any furniture, appliances or possessions, this shall be entirely at the Customer's risk and we shall not be liable for any resulting damage unless caused by our negligence.

## **7. Delivery and Storage**

- We are responsible for arranging delivery of Goods to site where included within the quotation.
- The Customer shall provide a secure, dry and suitable storage area where required.
- Once Goods have been delivered to site, responsibility for their safekeeping rests with the Customer.

## **8. Ownership and Responsibility for Goods**

- All Goods supplied remain the property of the Company until payment has been received in full.
- We reserve the right to recover unpaid Goods where lawful to do so.
- Risk in the Goods passes to the Customer upon delivery to site or installation, whichever occurs first.
- The Customer is responsible for protecting Goods from theft, damage, misuse or deterioration once delivered.

## 9. Exclusions from Quotations

Unless specifically included within the quotation, the following are excluded:

- Making good of decorations.
- Painting and redecoration.
- Plastering.
- Joinery works.
- Building works.
- Tiling.
- Flooring repairs.
- Carpet lifting and relaying.
- Structural alterations.
- Asbestos surveys or removal.
- Internet or Wi-Fi upgrades.
- Distribution Network Operator (DNO) charges.
- Repair of concealed defects.
- Any such works required during the project may be charged as additional works.

## 10. Unforeseen and Hidden Defects

- Quotations and recommendations are based on visible conditions and information available at the time of survey or inspection.
- We accept no responsibility for defects concealed within walls, ceilings, floors, roof spaces, underground ducts, voids, existing installations or other areas not reasonably visible or accessible.
- Should hidden defects, unsafe conditions, non-compliant installations, asbestos, damaged materials or other unforeseen issues be discovered, additional remedial works may be required and charged separately.
- The Customer will be informed before additional chargeable work is undertaken wherever reasonably practicable.

## 11. Standard of Service

The Company shall carry out the Works using reasonable skill and care.

## 12. Programme and Timing

Any dates provided for commencement, delivery, attendance or completion are estimates only and time shall not be of the essence. The Company shall not be liable for any failure or delay caused by circumstances beyond its reasonable control or by the Customer's failure to provide access, information, payment or instructions.

### **13. Workmanship Warranty**

**We provide a workmanship warranty from the date of completion of the Works as follows:**

- one (1) year
- The warranty covers defects arising directly from faulty workmanship undertaken by the Company.

**This warranty does not cover:**

- Fair wear and tear.
- Misuse or neglect.
- Accidental damage.
- Existing installation defects.
- Power surges.
- Water ingress.
- Rodent or pest damage.
- Manufacturer defects.
- Third-party interference.
- Defects arising from existing installations or concealed conditions.
- The workmanship warranty shall become immediately void if any third party undertakes repairs, modifications, adjustments, servicing, maintenance, replacement of components or alterations to the installation, appliance or Works without our prior written consent. Diagnostic inspections or investigations carried out by a manufacturer, warranty provider or technical support representative shall not invalidate the workmanship warranty, provided no repair, adjustment, alteration or replacement work is undertaken.

### **14. Manufacturer Warranties**

- Manufacturer warranties remain subject entirely to the manufacturer's terms and conditions.
- We accept no responsibility for decisions made by manufacturers regarding warranty claims.
- Warranty registrations may be withheld until full and cleared payment has been received.

### **15. Charges**

- Our standard attendance charge consists of a fixed fee covering the initial attendance period stated in the quotation, invoice or applicable rates.
- This fee may include travel time, vehicle costs, administration, scheduling and associated overheads.
- Time spent beyond the initial attendance period will be charged at the applicable hourly rate.
- Additional engineers, specialist equipment, testing equipment, access equipment or subcontractors will be charged separately where applicable.

## 16. Payment Terms

- Domestic Customers: Payment is due within fifteen (15) calendar days from the invoice date unless otherwise agreed in writing.
- Commercial Customers: Payment is due within thirty (30) calendar days from the invoice date unless otherwise agreed in writing.

## 17. Late Payment and Debt Recovery

- Failure to make payment by the due date shall constitute a breach of these Terms and Conditions.
- Where payment remains outstanding, reminder notices may be issued by telephone, email, SMS or post.
- If payment remains outstanding, the debt may be referred to legal representatives, debt recovery agents or court proceedings without further notice.
- The Customer shall be responsible for all reasonable costs incurred in recovering overdue sums, including debt recovery fees, legal fees, court fees, tracing costs, administrative costs and statutory interest where applicable.
- The Company reserves the right to suspend works, certification, inspections or attendance where payment is overdue.
- Such suspension shall not affect the Customer's obligation to make payment.
- The Company shall not be liable for any delay arising from such suspension.
- All costs and expenses arising from suspension, delay or remobilisation shall be chargeable.
- For commercial customers, statutory interest and compensation may be charged pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 and any subsequent amendments.

## 18. Missed Appointments and Access

If our engineers attend site and are unable to gain access, or an appointment is cancelled with less than twenty-four (24) hours notice, we reserve the right to charge a missed appointment fee.

## 19. Damage to Property

**We will take all reasonable care whilst carrying out Works. Any damage directly caused by our negligence or faulty workmanship will be investigated and, where appropriate, repaired or compensated. We shall not be liable for:**

- Existing defects.
- Hidden defects.
- Consequential losses.
- Damage caused by failure to prepare the work area.
- Damage to concealed services not reasonably identifiable before work commenced.

## **20. Complaints Procedure**

Complaints should be submitted in writing within fourteen (14) days of the issue arising. We aim to acknowledge complaints within five (5) working days and provide a substantive response within fourteen (14) working days.

## **21. Cancellation**

- Consumers have statutory cancellation rights under applicable consumer legislation.
- Where Works are cancelled after materials have been ordered, labour allocated, appointments scheduled or specialist goods or equipment arranged, we reserve the right to recover all reasonable costs incurred.
- Special-order Goods are non-refundable unless faulty.

## **22. Returns**

Returned Goods may be subject to supplier restocking charges. Any restocking charge shall not exceed twenty-five per cent (25%) of the original purchase price unless imposed by the supplier.

## **23. Refunds and Credits**

Refunds shall normally be made using the original payment method. Any approved credit shall be processed within a reasonable period following agreement.

## **24. Termination**

The Company may terminate the contract immediately where the Customer is in breach of these Terms or fails to make payment when due. Upon termination, the Customer shall pay for all Works carried out and costs incurred.

## **25. Limitation of Liability**

- Nothing in these Terms shall limit or exclude liability for death or personal injury caused by negligence, fraud, or any liability which cannot be excluded by law.
- Subject to the above, our total liability arising from any contract, work or service shall not exceed the total value of the relevant contract or invoice.
- We shall not be liable for indirect, consequential or economic losses including loss of profits, loss of business, accommodation costs, loss of opportunity or business interruption.

## **26. Insurance**

- The Company shall maintain appropriate insurance cover.
- The Customer is responsible for insuring the property, site and contents.

## **27. Force Majeure**

The Company shall not be liable for any failure or delay caused by circumstances beyond its reasonable control.

## **28. Data Protection**

Any personal information provided to us shall be processed in accordance with applicable data protection legislation and our Privacy Policy. Information will only be used for the purposes of providing quotations, services, certification, invoicing and warranty administration.

## **29. General**

- These Terms and Conditions constitute the entire agreement between the parties and supersede all previous discussions or agreements.
- The Company may subcontract or assign its obligations.
- The Customer may not assign its rights without written consent.
- No variation of this agreement shall be effective unless agreed in writing.
- These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.
- Any dispute shall be subject to the exclusive jurisdiction of the courts of England and Wales.