

Terms of Business

Andrew Neish - Electrician and Handyman

Definitions

"I", "Me": Andrew Neish, of 22 Chestnut Close, Liphook, Hampshire, GU30 7JA.

"You": the person, firm or company ordering goods or services from me, or anyone I might reasonably believe to be acting on your behalf.

Contract

No contract shall exist until I accept an order from you or start work on your job.

Quotations and Estimates

If I quote for a job and you change the scope, the price may change.

Quotations are normally valid for 3 months. However, if the cost, specification or availability of materials (if any) changes between quotation and order, I reserve the right to re-quote.

All estimates are just that. The time taken, and therefore the price charged, may change due to unfavourable existing building construction not immediately apparent (soft or unstable walls, faulty valves, unsafe or unusual electrical installation, etc) or due to other conditions.

Making Good

Where, in the course of electrical or plumbing work, I need to cut holes, channels or recesses in walls, I will not "make good" (fill or plaster wall, fix tiling, apply paint or wallpaper) unless specifically quoted.

Charges and Payment

Unless otherwise agreed, you agree to ensure that I receive payment in full within 5 days of receipt of my invoice. Payment for a job shall not depend on the progress of any other job.

Where a job extends over more than one day, I reserve the right to submit an interim invoice for work done and materials supplied up to the date of invoice.

Payment shall be by cash or cheque or direct bank transfer (details on request) in UK pounds. Cheques to be made payable to Andrew Neish. I do not accept credit or debit cards.

I am not VAT registered, so I do not add VAT to my charges.

Once I have agreed to do a job for you, if you cancel, delay by more than 30 days, or materially change the scope of any work you have ordered (whether verbally or in writing), you must, on request, pay me for the cost of any materials ordered specially and no longer required (whether chosen by you or not). You must also pay me for any preparatory work (designs, time to order or collect materials, etc) at my usual rate. In this case I will, on request, deliver the materials, but may charge for doing so.

Where a job requires a high value of materials, I may ask you to order and pay for them yourself. (Of course, in this event I would still be able to advise you on the choice of materials.)

I may charge for diagnostic work, even if I do not effect a repair.

If I arrive at your address at or about a time agreed with you and I am unable to work because you are out or for any other reason under your control, you agree to pay me at my usual rate for all time wasted in travelling or waiting.

Faulty Goods and Poor Workmanship

Faulty goods supplied by me will be replaced, repaired or refunded (at my option) free of charge during the manufacturer's normal warranty period. If neither the manufacturer, distributor nor supplier will support a repair or replacement, my liability ceases. You are responsible for registering any goods with the manufacturer if it is a requirement of any extended warranty.

Dimmers and other electronic devices for lighting control are not normally guaranteed (once they are shown to be working correctly) since they can be damaged by the current surge during lamp failure. Lamps (light bulbs) are not guaranteed unless specifically agreed (usually only in the case of high cost LED or other special types).

Removal and re-fitting or repair of goods supplied by you and fitted by me (unless caused by incorrect installation) will be charged.

If my workmanship is not to a reasonable standard (taking into account that, except for electrical work, I am not a "specialist" tradesman), I will rectify (or arrange to rectify) the work in question without additional charge. You must notify me of the problem within a reasonable time of completion of the work. Where I have done any plumbing work, you should check at reasonable intervals that no leaks have developed after I have left. I cannot be held responsible for damage which has taken place over an extended period and which you could have seen if you had looked.

When I do electrical work which is notifiable under Part P of the Building Regulations, you will be offered the opportunity to purchase third party insurance cover for the work.

Materials

Goods supplied correctly are not returnable.

Title to all goods supplied by me will remain with me until you have paid in full. In the event of non-payment, you agree to allow me access to remove materials that I have supplied.

I may retain any un-used or partly used materials or consumables that I have supplied unless otherwise agreed in advance.

The cost of the job does not include removal of waste materials or consumables from site unless specifically agreed in advance.

Care of Your Property

I will take reasonable care of your property but you must accept that minor incidental damage in the vicinity of the work will occasionally occur and is sometimes inevitable. (A small pencil mark on the wall does not entitle you to complete re-decoration of the room.)

If I have to remove floor coverings (to access wires, pipes, etc) I will replace them, but not to the standard of a professional floor covering fitter.

I shall not be responsible for indirect or consequential damages.

Timescale

Unless agreed in advance in writing, the starting date, time and duration of any job or series of jobs shall not be crucial, ie, time is not of the essence of the contract.

Force Majeure

I reserve the right to delay or cancel any job if an adverse event occurs outside my reasonable control and I shall not be held liable for any breach of contract resulting from such event. This includes, but is not limited to: road traffic conditions, weather, failure of tools or vehicles, accident or illness.

Dated 22 November 2012