

TERMS AND CONDITIONS

For the purpose of these terms & conditions the following words shall have the following meanings:

“The Client” shall mean the person or organisation for whom the Company agrees to carry out works &/or supply materials.

The Operative or Engineer shall mean the representative of PHS Electrical Services Ltd.

PHS Electrical Services Ltd reserves the right to refuse or decline work at its own discretion. Where we agree to carry out works for the Customer those works shall be undertaken by the designated operative of Hale Electrics Limited at its absolute discretion.

HOURLY RATE WORK. The total charge to the Client shall consist of the cost of materials supplied by PHS Electrical Services Ltd (not exceeding the trade purchase price of materials + 20%) & the amount of time spent by the operative in carrying out works (including all reasonable time spent in obtaining unstocked materials) charged in accordance with PHS Electrical Services Ltd current hourly rates. The Client shall only be charged for the time spent related to the Customer’s work. All charges are subject to VAT at the prevailing rate except in cases where the work carried out is zero rated.

FIXED PRICE WORK shall be given at an agreed price, including Labour & Materials, and shall be within 10% over and above the equivalent total hourly rate cost. All costs are plus VAT.

Where a written estimate has been supplied to the Client the total charge to the Client referred to in the estimate should not exceed the actual time taken by more than 20% but may be revised in the following circumstances: —

If after submission of the estimate the Client instructs PHS Electrical Services Ltd (whether orally or in writing) to carry out additional works not referred to in the estimate.

If after submission of the estimate there is an increase in the price of materials.

If after submission of the estimate it is discovered that further works need to be carried out which were not anticipated when the estimate was prepared.

If after submission of the estimate it is discovered that there was a manifest error when the estimate was prepared.

PHS Electrical Services Ltd shall not be under any obligation to provide an estimate to the Client & shall only be bound (subject as hereinafter) by estimates given in writing to the Client & signed by a duly authorised representative of us. PHS Electrical Services Ltd shall not be bound by any estimates given orally or in which manifest errors occur.

Material Collection, of non-stock items is chargeable but:

Time must be kept to a minimum & reasonable.

The Customer must be informed wherever possible when the operative leaves the premises.

If the collection time is likely to exceed 60 minutes the customer must be additionally informed of the circumstances.

Payment, invoices are due for payment immediately upon delivery to the Customer. Any part of that invoice which remains unpaid shall carry interest at the rate of 4% over the base rate until payment in full is received by PHS Electrical Services Ltd, unless otherwise stated on the invoice.

Where the date &/or time for works to be carried out is agreed by PHS Electrical Services Ltd with the Client, then PHS Electrical Services Ltd shall use its best endeavours to ensure that the operative shall attend on the date & at the time agreed. However, PHS Electrical Services Ltd accepts no liability in respect of the nonattendance or late attendance on site of the operative/engineer or for the late or non-delivery of materials.

The Client shall accept sole liability to discharge PHS Electrical Services Ltd account unless he/she discloses to PHS Electrical Services Ltd when initially instructing PHS Electrical Services Ltd to carry out the work &/or supply materials that he/she is acting on behalf of a third party (including, but not limited to, a Limited Company or partnership) & receiving a written estimate) the name of the third party appears on the written estimate.

Cancellation:

If the Client cancels their instructions prior to any work being carried out or materials supplied, then the Client shall be liable for any related expenditure together with the profit that would have been made by PHS Electrical Services Ltd had the work been carried out &/or materials supplied in accordance with such instructions. If a pre-booked job is cancelled at short notice and engineer is en-route, client is not in, no access to property or area of works then an aborted cost will apply at 50% of the first hour rate.

Guarantees

If, after PHS Electrical Services Ltd have carried out the works, the Client is not wholly satisfied with the works then the Client shall give notice in writing within 12 months to PHS Electrical Services Ltd & shall afford PHS Electrical Services Ltd, and its insurers, the opportunity of both inspecting such works, & carrying out any necessary remedial works if appropriate. The Client accepts that if he fails to notify PHS Electrical Services Ltd as fore said then Hale PHS Electrical Services Ltd shall not be liable in respect of any defects in the works carried out.

The Guarantee shall be for labour only in respect of faulty workmanship for 12 months from the date of completion with the manufacturer's warranty in force. The Guarantee will become null & void if the work/appliance completed/supplied by Hale Electrics is:

Subject to misuse or negligence.

Repaired, modified or tampered with by anyone other than a PHS Electrical Services Ltd operative. PHS Electrical Services Ltd will accept no liability for, or guarantee suitability,

materials supplied by the Customer & will accept no liability for any consequential damage or fault.

PHS Electrical Services Ltd will not guarantee any work undertaken on instruction from the customer & against the written or verbal advice of the operative/engineer. Work is guaranteed only in respect of work directly undertaken by PHS Electrical Services Ltd & payment in full has been made. Any non-related faults arising from recommended work which has not been undertaken by PHS Electrical Services Ltd will not be guaranteed. PHS Electrical Services Ltd shall not be held liable or responsible for any damage or defect resulting from work not fully guaranteed or where recommended work has not been carried out. Work will not carry a guarantee where the Client has been notified by the operative either verbally or indicated in ticked boxes or in Comments/ Recommendations of any other related work which requires attention.

Where PHS Electrical Services Ltd agrees to carry out works on installations of inferior quality or over ten years old at that date no warranty is given in respect of such works & PHS Electrical Services Ltd accepts no liability in respect of the effectiveness of such works or otherwise.

PHS Electrical Services Ltd operate under their own NICEIC Registration & as such are solely responsible for any electrical related work & subsequent liability.

PHS Electrical Services Ltd shall be entitled to fully recover costs or damages from any operative/engineer/contractor whose negligence or faulty workmanship results in PHS Electrical Services Ltd being made liable for those damages or rectification of the work.

Title to any goods, supplied by PHS Electrical Services Ltd to the Client shall not pass to the Client but shall be retained by PHS Electrical Services Ltd until payment in full for such goods has been made by the Client to PHS Electrical Services Ltd. Until such time as title in the such goods has passed to the Client:

PHS Electrical Services Ltd shall have absolute authority to repossess, sell or otherwise deal with or dispose of all any or part of such goods in which title remains vested PHS Electrical Services Ltd,

For the purpose specified above PHS Electrical Services Ltd or any of its agents or authorised representatives shall be entitled at any time & without notice to enter any premises in which goods or any part there of is installed, stored or kept, or is reasonably believed so to be.

The Business shall be entitled to seek a court injunction to prevent the Client from selling, transferred or otherwise disposing of such goods.

Notwithstanding the foregoing, risk in such goods shall pass on delivery of the same to the Client, & until such time as title in such goods has passed to the Client, the Client shall insure such goods to their replacement value & the Client shall forthwith, upon request, provide PHS Electrical Services Ltd with a certificate or other evidence of such Insurance.

PHS Electrical Services Ltd shall not be liable for any delay or for the consequences of any delay in performing any of its obligations if such delay is due to any cause whatsoever

beyond its reasonable control & PHS Electrical Services Ltd shall be entitled to a reasonable extension of the time for performing such obligations.

PHS Electrical Services Ltd shall only be liable for rectifying works completed by PHS Electrical Services Ltd & shall not be held responsible for ensuing damage or claims resulting from this or other work over looked or subsequently requested & not undertaken at that time.

These terms & conditions, all contracts awarded between PHS Electrical Services Ltd & Client shall be governed & construed in accordance with English law & shall be subject to the exclusive jurisdiction of the English law.