

GENERAL TERMS & CONDITIONS.

1. We have only priced for the works defined within this quotation;
2. This quotation is valid for 30 days;
3. VAT will be charged at current rates where applicable;
4. Retention will be nil unless otherwise stated within this quotation;
5. Main Contractors Discount (MCD) will be zero unless otherwise stated within our quotation;
6. This quotation is based upon our work being carried out within our standard hours, which is between 7:30am and 4:30pm Monday to Friday. This does not mean that these are our working hours, it means that any hours outside of these hours are non-standard and may be chargeable;
7. Any works which may be carried out within the defect's liability period are also to be carried out within our standard hours of working;
8. Our call out charge is chargeable for the first hour at our latest call out fees, these may differ depending on location. Hours beyond the first hour will be charged at our latest fees.
9. Our standard day work rate is between the hours of 7:00am and 5:00pm, should works be required outside of these hours then this will be charge at time and a half, should Sunday working be required this will be charged at double time. These hourly rates will be reviewed on the 1st of January each year;
10. Materials and plant will be charged at cost plus 25% plus delivery costs;
11. Our lead in time is to be agreed and subject to availability of materials;
12. We have assumed the works will be carried out in one continuous visit unless otherwise stated. Should additional visits be required these will be an additional cost, we will require two-week notice to re-commence;
13. If our start date is delayed or re-arranged, then we shall reserve the right to deliver any materials previously ordered or charge for storing materials off-site;
14. If our start date is delayed by more than twelve weeks' then we reserve the right to charge inflation in relation to any material price increases on material not previously ordered;
15. We have assumed that we will have unrestricted access to our working area at all times, with all works complete by previous trades;
16. An abortive visit will be charged at the cost of the whole Team for the day and will be based upon an 8-hour day at the hourly rates set out in item 8 above. An abortive visit is defined, but not limited to i) works not complete by previous trades, ii) if our operatives are instructed in writing or verbally to cease work, iii) hoisting facilities are not available for whatever reason, iv) working platform or scaffold not available for whatever reason;
17. Unless otherwise stated, we have not allowed for 'any' access above 3m and assume this will be provided free of charge for the duration of our works;
18. We have not allowed for any vertical distribution of our materials and assume this will be provided free of charge;
19. We have not allowed for any mechanical means of off-loading deliveries (anything over 20kg) and assume this will be provided free of charge;
20. We have not allowed for any attendances or for obtaining any approvals, consents, licences, permits, wayleaves and the like;
21. We have not allowed for the setting out of main gridlines or levels and assume these will be provided free of charge;
22. We have not allowed for any secure storage containers and assume sufficient containers will be provided to store our materials and equipment in free of charge;
23. We have not allowed for moving materials more than 20m from the point of storage to the workplace and assume this will be provided free of charge should this distance be exceeded;
24. We have not allowed for providing 110v power and assume this will be available within 20m of our workplace free of charge;
25. We have not allowed for providing any welfare facilities and assume these will be provided free of charge;
26. We have not allowed for any waste disposal and have assumed skips will be provided free of charge and will be positioned within 20m of our workplace;
27. We have not allowed for any builder works including chasing, drilling of holes (in excess of 32mm), diamond drilling, trenching and backfilling;
28. We have not allowed for any builders and or temporary supplies unless stated within our estimate;
29. We have not allowed for clearing and or moving of furniture, other trades materials, or any other items blocking access to our working area;
30. We have not allowed for any spares unless stated within this quotation;
31. We have not allowed for any making good or re-decoration to surfaces affected by our works;
32. Once materials are delivered to site these are to be paid within the next valuation, even if they remain un-fixed. Any equipment set up and commissioned off site will be invoiced within the next valuation and before it comes to site*
33. We shall issue monthly valuations, and unless stated elsewhere our payment terms are 30 days from the date of issue of our application for payment/invoice, whichever is applicable;
34. Where payments are late interest will be chargeable at 8% above the Bank of England base rate;
35. Where a payment is late, and a Main Contractors Discount (MCD) has been agreed within the contract then the Main Contractor will forfeit the agreed MCD;

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36. All overdue debts shall be subject to an administration charge of 5% of the outstanding balance;
37. We are unable to accept and have not made any allowances within our quotation for accepting liquidated damages (LAD's) and contra-charges where the 'total' claim for damages and contra-charges exceeds 5% of our original contract sum;
38. We shall not be liable for any indirect, special or consequential losses (including loss of contracts, loss of overheads & profit, preliminary cost etc) howsoever arising, even if we are notified of such possibility;
39. We will not accept any set-off between contracts;
40. We have not allowed for any design liability unless stated within our estimate;
41. Neither party shall have any liability under this agreement should a force majeure event occur, however, we will require a full extension of time to cover the delay period without associated costs;
42. We will not be liable or responsible for any failure to perform, or delay in performance of any of our obligations under this Agreement where the cause/act or event is beyond our reasonable control. Should such an event occur we will inform you in writing as soon as practically possible;
43. Practical Completion will be deemed to have occurred when our sub-contract works have been completed, upon which 50% of any retention held will be immediately released;
44. Retention will be released 12 months after Practical Completion of our sub-contract works, upon which the remainder of the retention held will be released;
45. Insurance/risk for the goods (whether fixed or unfixed), including loss and damage shall be the responsibility of the Main Contractor/customer once delivered;
46. Notwithstanding item 43 above, we will remain the legal/contractual owner of any goods (whether fixed or unfixed) until cleared funds have been received for the full value of the goods/works;
47. Where the full value of the goods supplied/installed is not paid in full we shall be entitled at any time and without notice to retake possession of materials to the value which remains unpaid (and for that purpose to enter the premises occupied by the Main Contractor/Customer and sever the goods from anything they are attached to without being responsible for any reasonable damage caused) without prejudice to any other remedy that may be available to us;
48. Insurance of the works is the responsibility of the Main Contractor/Customer;
49. Any equipment susceptible to damage from dust (e.g., computer equipment, servers, telephones etc) must be removed from the work area as we will not take responsibility for any damage caused;
50. Any electrical hardware should not be installed until the area is dust free. The employer/client is responsible for ensuring the adequacy of the local site conditions along with any cleaning charges/replacement part charges caused by dust;
51. We have allowed for 12 months labour in relation to replacing/repairing faulty equipment, unless the equipment is supplied by the employer/client in which case we will charge as per item 8 of these Term's and Condition's;
52. We have not allowed for any software updates on equipment supplied and if required/and or if the installed system/s need to be reconfigured this will be chargeable as set out in item 8 of these Term's and Condition's;
53. We have not allowed for co-ordinating or maintaining the installation of equipment that does not have the ability to turn off Auto updates, and if required this will be chargeable as set out in item 8 of these Term's and Condition's;
54. We have not allowed for resetting the installation following client interference and if required this will be chargeable as set out in item 8 of these Term's and Condition's;
55. We do not cover any issues related to client control devices or App based issues;
56. We shall be entitled to sub-let any or all of the works to a suitably qualified subcontractor;
57. Either party may terminate this Agreement (without prejudice to any other rights) if:
- The other party goes into liquidation, or a receiver/administrator is appointed over all or part of its assets, or ceases trading;
 - The other party commits a material breach of its obligations under this Agreement/Contract and fails to remedy the same within 30 days of written notice of such breach.
58. All notices are to be in writing and sent by Recorded Delivery to the addresses stated within this Agreement/The Contract. Should the Main Contractor/Customer want a notice to be valid then it should be addressed to, Aaron Marshall, Managing Director and sent to Hampshire Electrical Ltd, Unit 7 Warren Avenue Industrial Estate, Portsmouth PO4 8PY.
59. We reserve the right to take photographs and videos to record progress of the works, and the completed project;
60. We will only issue draft copies of any Warranties and Certificates until such times as our final account is agreed and paid, following which we will release the original documentation;
61. All warranties and guarantees will become void where our works have been adjusted, altered, modified, repaired or had any other works carried out by any other company;

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62. Where the works/variations have been carried out without being backed up with a written instruction, then unless a written instruction is issued to us to remove the said works then the work shall be paid in full;
63. Hampshire Electrical Ltd are not responsible for any advice or recommendations given and if acted upon this is entirely at the Buyer's own risk;
64. No variation to these Terms and Conditions shall be binding unless agreed in writing by a Director of Hampshire Electrical Ltd;
65. A person or company who is not a party to the Contract shall not have any rights to enforce its terms;
66. This contract shall be construed and governed in all respects by English Law; Residential Occupiers/Homeowners
67. The above Terms and Conditions also apply to this Contract;
68. You have a right to cancel the Contract within 14 days (cancellation period) without giving any reason;
69. The cancellation period starts from the moment you accept our quotation/place an order for the works;
70. To exercise the right to cancel you must either notify us in writing (as per item 50 above), send an email to Aaron Marshall at aaron@hampshireelectrical.co.uk by telephone 02392066644 and speaking directly to the Managing Director who is Aaron Marshall;
71. If you cancel the Contract, we will reimburse all payments previously received from you within 14 days of receiving such cancellation notice, or in cases where you are to return products (as item 63 below) we will reimburse you within 14 days of receiving the returned products;
72. We may make a deduction from the reimbursement amount if we incur a cancellation fee for any products ordered, or if we incur any loss in value for any products supplied;
73. If you have received delivery of any products, then you must return them to our offices (addressed to the Managing Director as set out in item 50 above) within 14 days of the Contract cancellation, or allow us to collect the product/s;
74. In the event of a dispute then the Scheme for adjudication shall apply and either party to this Contract can refer any dispute, at any time to the President of the Royal Institute of Chartered Surveyors;
75. The Consumer Rights Act 2015 applies to this Contract;
76. The above is a summary of some of the Customer's key legal rights, and for further information please visit the Citizens Advice Website.
77. Payment terms are as follows, 14 days from invoice.
78. Due to 2022 Global supply chain disruption and shortages, hardware allowed for in our quotation is subject to change at short notice. Any changes will be for Hardware of an equal standard. Any changes to pricing to be agreed prior to ordering alternative hardware.
79. We have not included for any spares or mock up board of accessories/luminaries.
80. Any client specified equipment which requires pro forma payment to the supplier will require upfront payment to Hampshire Electrical Ltd prior to procurement.
81. We have allowed for isolations and attendance only, strip out works will be by others, unless otherwise stated.
82. If no correspondence is received within 7 days of submission of valuations, we will issue an invoice for the full amount, and this will be payable as per our agreed terms of payment.
83. We have assumed that dwg. format files will be available to us, and the originator has given permission for us to alter and input onto our title block for working/As Fit drawings.
84. This estimate is subject to a full validation review of the existing installation. Consequently, additional costs may be appropriate should any inadequacies are found during the validation process.
85. BS 7671:2018+A2:2022 Regulation 421.1.7 now requires arc fault detection devices (AFDDs) conforming to BSEN62606 to be provided for single phase AC circuits supplying socket outlets with a rating not exceeding 32A in the following installations: High Risk Residential Buildings (Buildings over 18m in height or in excess of six stories, which-ever is met first - These locations are not more likely for fault conditions although if a fault was to occur, the risk is higher due to the nature of escape), HMO&s Student Accommodation & Care homes
86. We have allowed for SPDs as a minimum standard to all new installations.

INSTALLATION NOTES:

All the above costs are for unrestricted access and between Normal Working Hours (MON-FRI 0700-1700hrs) unless otherwise stated within the Estimate. The above estimate is subject to amendment following a review of proposed works. Confirmation of working hours to be agreed with the site manager/occupant to minimize disruption. Prior to the commencement of any contracted works, we will provide a Risk Assessment & Method Statement (RAMS) for review and approval. All our operatives hold current CSCS cards having undergone the appropriate training and assessment to industry standards.