



JMB
ELECTRICAL

TERMS & CONDITIONS

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Terms & Conditions

These Terms and Conditions apply to all contracts between JMB Electrical and the Client. No alteration to these Terms and Conditions shall be binding upon JMB Electrical unless agreed in writing by JMB Electrical.

1. Definitions

- i. The “Company” means JMB Electrical
- ii. The “Client” means the person or company requesting a quotation, estimate or placing an order with the Company Herein referred to together as “The Parties”
- iii. “Works” means any Goods and/or services provided by the Company as ordered by the Client
- iv. “Goods” means any materials or products supplied by the Company in order to carry out the Works.
- v. “Site” refers to the agreed place at which the Works are to be carried out

2. Application

These terms and conditions apply to any Works and/or Goods supplied by the Company to the Client.

3. Formation of Contract

All Works sold by the Company to the Client are subject to the Company’s terms and conditions and these shall take precedence over any terms and conditions referred to on any Client documentation.

4. Quotations & Estimates

- i. The prices, quantities and lead-time stated in any quotation or estimate by the Company are given as a best commercial estimate based on the information available at the time of quotation or estimate, unless otherwise agreed between the Parties.
- ii. Any prices stated by the Company regarding hourly rate working will be attributed to each individual electrician unless otherwise stated.
- iii. All quotations and estimates are valid for a period of 30 days from date of quotation unless otherwise stated.

5. Orders

Quotations and estimates will be deemed to have been accepted when one or more of the below have been received by the Company:

- i. Signed and returned Company acceptance of quotation or estimate form
- ii. Written confirmation from the Client by way of Fax, Email or Post

6. Right to Sub Contract

- i. The Company shall be entitled to sub-contract all or any part of the Works, unless otherwise agreed between The Parties.
- ii. In the event of the Company working as a subcontractor to a subcontractor. The Company reserves the right to recover outstanding monies directly within the chain of command (1) Main Contractor (2) Client.
- iii. Should monies be unreasonably withheld by either the Main Contractor or Subcontractor, The company reserves the right to challenge the Client directly.
- iv. In the event of a Contractor in liquidation, the Company reserve the right to recover monies in respect of works carried out by the Company directly from the client.
- v. The Company reserve the right to use the services of a subcontractor for the use of specialist works outside their scope of works and as such the subcontractor will accept responsibility for the works as agreed.

7. Lead-Time

The Company shall make best endeavors to complete the Works within the quoted time. If this is not achievable, the Client will be informed as soon as is practically possible and a revised lead-time will be given.

8. Risk of Loss and Damage

- i. The risk of loss and damage to the Goods shall pass to the Client immediately upon delivery to the Client or location at which the Works are to be carried out.
- ii. The Company will take all reasonable steps to ensure the protection from loss, damage or destruction during Works carried out for the Client.
- iii. Whilst the Company carries out the Works, it may be necessary to leave tools or equipment on Site. In such instances the Client will be informed and should therefore ensure all equipment is covered under the relevant insurance held by the Client.

9. Payments

- i. For Works carried out by the Company with a lead-time longer than 30days, the Company shall be entitled to issue interim invoices on a fortnightly basis unless otherwise agreed between The Parties. A final invoice shall be issued by the Company to the Client upon completion of the Works.
- ii. All invoices issued by the Company shall be paid by the Client within thirty (30) days of the date of invoice.
- iii. If any amount of an invoice is disputed, the Client shall inform the Company of the grounds for dispute in writing within three (3) working days from date of invoice. During this period of resolution, the Client shall pay to the Company the value of the invoice, less the disputed amount, in accordance with these payment terms. Upon settlement of the dispute, any outstanding sum shall be payable in accordance with these payment terms.
- iv. In the event of no payment for an interim invoice the Company reserves the right to suspend the progression of works until payment has been made in full, with clear funds
- v. In the event of late payment, where the Client has not issued a dispute in accordance with Clause 9.3, the Company may charge interest cumulatively on the amount outstanding at a rate of 8% above the Bank of England base rate for each full week overdue, until the date of payment.
- vi. If payment is made mid-week then interest will be calculated per day of that week's interest
- vii. Late payment fees shall begin accruing interest (charged daily, calculated weekly) from day 31 onwards, charged at the % rate stated in 9.5.
- viii. The Company reserves the right to recover from the Client all direct expenses reasonably incurred by the Company in the collection of any overdue sums.
- ix. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

10. Expenses

- i. Should a Client require the Company to carry out additional work not quoted for, Expenses will be agreed with the Client prior to expenditure and all such expenses are due from the Client to the Company within seven (7) days of completion.
- ii. Any expenses en-cured, such as congestion charges, will be passed directly onto the Client.

11. Cancellation

- i. The Company's Fee is not affected by any Term or Condition included in the contract after The Company has received the Client's acceptance. In the event the Client wishes to cancel an order or planned works, they must notify the Company in writing as soon as is practically possible. If an order for planned works has been received and subsequently cancelled less than 48 hours before commencement of works then in such instances the Company is entitled to invoice the Client for any losses, including, but not limited to materials, labour, sub-contractor charges and expenses already incurred by the Company.
- ii. A fee of £250.00+VAT per employee and/or subcontractor per day of scheduled work cancelled will be incurred by the Client, providing terms in 11.1 have not been met.

12. Confidentiality

- i. The Parties shall maintain strict confidence and shall not disclose to any third party any information or material relating to the other or the other's business unless prior written agreement has been given.
- ii. The Company will only hold essential data about the client, for progression of works and will not be passed onto any 3rd parties unless prior written agreement has been given
- iii. If The Company provides any paid services to you, we are required under UK tax law to keep your basic personal data (name, address, contact details) for a minimum of 6 years. The company will hold this information for an additional 4 years, totalling 10 years, after which time it will be destroyed.
- iv. The Company, at any time, may request information held about the company by the client
- v. The Client, at any time, may request information held about the client by the company
- vi. Any request of information held, will be dealt with within 1-month and be free of charge

13. Warranty

- i. The Company has the right to provide a twelve (12) month warranty on the Goods and workmanship provided.
- ii. The warranty shall take effect from the date of the final invoice.
- iii. The Company warrants that the Goods will be supplied using reasonable care and skill. The Company does not warrant that the Goods supplied are error-free, accurate or complete.
- iv. The company shall not provide any warranty whatsoever for any good supplied by the Client for the Company to install.

14. Guarantee

- i. Where appropriate the Company shall issue a Certificate of Works. On these occasions, providing that the Certificate can be produced and the fault is proved to have occurred through the workmanship of the Company, the problem shall be rectified.
- ii. In the event of the Client being dissatisfied with the Works carried out by the Company, the Company shall retain full rights to correct the problem, no other companies shall be involved in the rectification of the problem.
- iii. Any additional expenses shall be agreed between the Client and the Company before any remedial works are undertaken. Provided that this guarantee takes effect only where all invoices have been paid in full by the Client, and that otherwise this guarantee shall be void and have no effect.

15. Liability

- i. The Company shall not be liable for any loss, expense, damage or delay arising from failure to provide its service or from negligence, dishonesty, lack of skill or misconduct of the Company employee and/or subcontractor. The Company does not exclude liability for death or personal injury arising from its own negligence.
- ii. The Companies employees and subcontractors are deemed to be under the supervision and directions of the Client/Subcontractor who they report to, to take up their duties and for the duration of the Assignment. The Client/Sub contractor agrees to be responsible for all acts, errors or omission of the Companies employees and subcontractors, whether wilful, negligent or otherwise.
- iii. The Client/Subcontractor will comply in all respects with all statues, including Working Time Regulations, by laws, codes of practice and legal requirements to which the Client/Subcontractor is subject to.
- iv. The Client/Subcontractor must also provide adequate Employer's and Public Liability Insurance cover during all assignments.
- v. The Client/Subcontractor will advise the Company of any special Health & Safety requirements and other relevant Regulations
- vi. The Client/Subcontractor shall compensate the Company with regards to any costs, claims or liabilities incurred by the Company arising out of any assignment and/or as a result of breach of these Terms & Conditions by the Client/Subcontractor.

16. Limitation of Liability

- i. The Company shall not be liable for any claim arising out of the performance, non-performance, delay in delivery of or defect in the Goods, including but not limited to, any consequential loss (Including loss of profit and/or revenue) or damage arising from or in connection with the Works or Goods supplied. Any liability of the Company shall in any event be limited to the total price of the Works carried out.
- ii. Nothing herein shall limit The Parties liability for death or personal injury arising from the proven negligence by itself or its employees or agents.
- iii. The Client shall fully indemnify The Company against any liability to third parties arising out of the Client's use of the Goods.

17. Force Majeure

The Company will not be liable to the Client for any loss or damage suffered by the Client as a direct result of the Company, its employees and/or subcontractors being unable to perform the Contract in the way agreed by reason of cause beyond its control including but not limited to, Acts of God, war, employee strikes, flood and fire.

18. Governing Law

These Terms of Trading shall be subject to and construed in accordance with the laws of England and the Parties hereby submit to the exclusive jurisdiction of the English courts.

19. Retention of Title

- i. The Company reserve the right to retain ownership of all goods and materials used in completion of the Works carried out as per the Clients specified order, if the invoice relating to the order remains unpaid after the Companies terms of payment.
- ii. When the Company issues certificates for Works, no certificates shall be passed onto the Client until final payment has been made in full with funds cleared.
- iii. All Goods shall remain the property of the Company until full payment has been received, when full title will pass to the Client.

20. Health and Safety

- i. The Company will adhere to guidelines of the Health and Safety at Work Act 1974. It is the policy of the Company to ensure that responsibilities for Health and Safety are properly assigned, accepted and fulfilled at all levels.
- ii. The Company shall not take responsibility for any lack of Health and Safety provision, notification or interpretation by the Client and/or subcontractor.
- iii. It is the duty of all employees and/or subcontractors of the Company to take reasonable steps for the Health and Safety of themselves and others who may be affected.
- iv. All accidents and dangerous occurrences must be notified immediately to the Company Head Office. All accidents causing injury and dangerous occurrences will be notified in accordance with RIDDOR.
- v. COSHH regulations shall be followed at all times.
- vi. EWR shall be followed at all times.

Last updated: 17th May 2018