

Consumer and business terms for the supply of services

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1 About us

We are JTL Electrics Limited, a company registered in England and Wales under company number: 06244774.

Our registered office is at: 6 Chertsey Road, Mickleover, Derby, England, DE3 0RA.

We are not VAT registered.

We operate the website <https://www.jtlelectricsltd.co.uk/>

2 How to contact us

You can contact us by sending an email to info@jtlelectricsltd.co.uk or calling us on [07724090082](tel:07724090082) or by using the contact page on our website <https://www.jtlelectricsltd.co.uk/contact/>

3 The meaning of some words used in these terms and conditions

3.1 'we', 'us' or 'our' in these terms means JTL Electrics Limited;

3.2 'you' or 'your' means the person buying services from us;

3.3 you are a '**consumer**' if you are buying services from us as an individual for purposes wholly or mainly outside of your trade, business, craft or profession. You are a '**business customer**' if you are buying services from us for purposes relating to your trade, business, craft or profession. Some terms only apply to your order if you are a consumer and other terms only apply to your order if you are a business customer, so please make sure you read these terms carefully.

3.4 'Worker(s)' means the employee(s) or representative(s) of ours performing work and services for you;

3.5 'Materials' means any materials, goods, parts or items we need to buy necessarily in order to perform the Services; Title to any goods, supplied by us to the customer, shall not pass to the customer but shall be retained by us until full payment has been received.

3.6 The customer acknowledges and agrees that damages would not be an adequate remedy if the customer sells, transfers or otherwise disposes of such goods, and customer accepts that the injunctive relief would be the best protection for us.

3.7 'Premises' means the place where we will provide the Services;

3.8 'Services' means electrical installations and maintenance services we will provide in connection with the matter you are facing or your requirements. The precise Services we will be providing to you will be stated in the Quotation and as we agree from time to time.

4 Our regulator:

We are authorised and regulated by NAPIT whose rules and regulations can be accessed at www.napit.org.uk

5 These terms

- 5.1 **Our Contract.** These terms and conditions apply to the order by you and supply of Services by us to you. They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 5.2 These terms apply to any purchases you make on our website/email or over the telephone. Please read these terms carefully before you place any orders on our site or otherwise, as they set out important information about your and our rights and obligations. Please note that you must agree to these terms before you place your order.
- 5.3 We may make changes to these terms at any time. However, the terms which apply to your order will be those in force at the time you submitted your order to us.
- 5.4 Please print out or save a copy of these terms and any emails from us for your records, as we will not save or file a copy for you. These terms are only available in English.
- 5.5 Your use of our site is governed by our Website Terms of Use <https://www.jtlelectricsltd.co.uk/privacy-policy/>

6 Orders

- 6.1 Below, we set out how a legally binding contract between you and us is made:
- 6.1.1 Any quotation given by us before you make an order for services, is not a binding offer by us to supply such Services.
- 6.1.2 When you decide to contact us regarding our Services, please do so by sending us an email to the email address specified in clause 2 above, or the contact page on our website <https://www.jtlelectricsltd.co.uk/>
- 6.1.3 When we decide we are able to deliver your Services we will send you a quotation (**Quotation**) where we will specify:
- (a) Price;
 - (b) Materials;
 - (c) Timescale; and
 - (d) Our terms and conditions.
- 6.1.4 Quotation will be valid for 30 days from the date of the Quotation.
- 6.1.5 When you decide to accept our Quotation for Services, this is when you offer to buy such services from us (**Order**).
- 6.1.6 A contract between you and us will come into being in one of two ways:
- (a) When you decide to accept our Quotation for Services by signing the Quotation, or by way of electronic reply (email/text message) this is when you offer to buy such Services from us (Order). We and you will enter into a legally binding contract on the date you sign; or
 - (b) Where you and we agree orally that we should provide the Services then there will be a legally binding contract on the date of our oral agreement.

6.1.7 We suggest that before you sign the Quotation or orally agree to us providing Services that you read through these terms and conditions. If you have any questions concerning them, please ask us.

6.1.8 You should keep a copy of these terms and conditions for your records.

6.2 If we do not accept your order, for example because we are unable to take payment, the services are unavailable, you are under 18 or live outside of the UK, or there has been a mistake regarding the pricing or description of the services, we will email you using the details you provided when you placed your order. We have the right to reject any order for any reason.

7 Making changes to your order

If you would like to make any changes to your order, please contact us as soon as possible and we will let you know if it is possible to change your order.

8 Providing the Services

8.1 Once we and you have entered into a legally binding contract, we will normally start providing the Services to you either at Premises and/or using the Materials straight away or on a date agreed between us without further discussion with you. Occasionally the Services will be provided at some other date or time or be dependent on a number of factors.

8.2 Our aim is to always provide you with the Services:

8.2.1 Using reasonable care and skill;

8.2.2 In compliance with commonly accepted practices and standards in the electrical industry.

8.3 We will do all that we reasonably can to provide the services at the time(s) and date(s) or within the period agreed with you. If there might be a delay before we can start or restart the services, we will email you to let you know as soon as reasonably possible. However, we are not liable to you for any losses you incur as a result of any delay caused by circumstances beyond our reasonable control (for example, severe weather, accidents, unpredictable traffic delays, or sickness).

8.4 Where a delay is caused by circumstances beyond our reasonable control, we will usually try to start or restart the services as soon as the issue causing the delay has been resolved. If the services are delayed by more than 30 days, we will email you to let you know and offer you the option to either continue waiting until the issue has been resolved (if this is possible) or to cancel your order and get a full refund of any advance payments made by you for any services that have not yet been provided.

8.5 We are not liable to you for any losses you incur where the services are delayed or cannot be performed because you fail to make the location available to us, fail to prepare the location as required for us to provide the services, or fail to provide us with adequate instructions or information to allow us to perform the services. This will incur a loss of our time charge.

8.6 If you are a consumer, the services are provided to you for your domestic and personal use only. You must not use our services for commercial or business purposes.

- 8.7 If you are a business customer, you confirm that you are purchasing the services for the purposes of your named business only and not for or on behalf of any third party and have full authority to bind your business to these terms.
- 8.8 At the time of the provision of Services we will comply with:
- 8.8.1 The current edition of BS7671 and any relevant amendments in force;
- 8.8.2 With applicable Building Regulations in force.
- 8.9 Electrical installation and Minor Works certificates and Building Regulations notifications issued by us shall cover only those services and work provided/installed by us.
- 8.10 In case of extending or modifying existing circuits, price provided in our Quotation assume existing circuits are safe and in adequate condition. Any upgrade/remedial work required to meet current wiring regulations, will attract additional charges. An EICR is recommended before replacing a consumer unit or the installation of any substantial additional loads. This will so far as reasonably practicable detect any existing faults/deficiencies on the installation. These faults will need to be rectified before the circuit(s) can be reconnected to the new consumer unit. Any upgrade/remedial work required to meet current wiring regulations, which may include Main earthing/bonding conductors will attract additional charges. No addition or alteration will be carried out to Rubber insulated or lead sheath cables.
- 8.11 We reserve the right to refuse or decline work at our own discretion. Where we agree to carry out works and/or providing services to you those works and/or services will be undertaken using one of our Workers.
- 8.12 You shall advise us of the location of any concealed water, gas, electrical, telephone or other services prior to the commencement of the installation work. In the absence of such advice, the company cannot accept liability for any damage to these services or consequential loss due to the services being damaged.
- 8.13 Where possible, newly installed cables will be concealed in the building fabric but will be surface run where we consider this impractical.
- 8.14 You shall advise us in writing of the location of any asbestos or asbestos type material that can be found on the premises. We reserve the right to request that samples of a material suspected of being asbestos are tested in accordance with the Control of Asbestos Regulations 2006 if found in areas other than where previously documented. These tests shall be undertaken at no costs to us. You must make available your premises asbestos registers as per the Control of Asbestos Regulations 2006.
- 8.15 You are responsible to move all stock or any obstruction, including but not limited to beds, wardrobes, washing machines, fridges, furniture, that may impede our Worker during any electrical work. We are not accountable for damaged floor coverings sustained whilst moving such items to gain access to wiring accessories.
- 8.16 Our Workers will carry out lifting of carpets/flooring with every care, but we cannot accept responsibility for carpets replaced not as originally fitted.
- 8.17 We do not make any allowances for re-decorating or re-plastering in any capacity. Where existing light fittings, switches, sockets etc. require removal, we will use reasonable endeavours to avoid damage and refit to an acceptable standard. We cannot accept responsibility for damage that may occur due to the age and condition of wall/ceiling finishes which surround the

accessory. Upon completion of works the work area will be left clean and tidy. We do not remove/dispose of the customers rubble/waste from site this is the customers responsibility.

- 8.18 Any equipment susceptible to damage from dust/impact such as computers/electronic equipment etc. should be removed from the work area by the customer prior to our arrival on site.
- 8.19 Following the power being isolated, some household equipment may require resetting or reprogramming such as but not limited to clocks, boilers etc. We will reinstate power only. Reprogramming will be the customers responsibility. Whilst we will try and make sure that electrical items are plugged back in and working before departing site, we will not be held responsible for any losses due to any electrical equipment which is not plugged in/switched on.
- 8.20 The total charge to you comprises of the cost of the materials supplied by us and the amount of time spent by worker in carrying out works (including all reasonable time spent in obtaining materials that are not in stock) charged in accordance with our current hourly rates and minimum charges.
- 8.21 Unless agreed beforehand, all materials supplied by us for re-wiring/repairs will be standard white.
- 8.22 We will not guarantee any materials supplied by you.

9 Prices

- 9.1 Prices for our Services are set out as per the Quotation.
- 9.2 All prices are in pounds sterling (£) (GBP).
- 9.3 Prices for our services may change at any time. Except as set out in clause 9.11 below, such changes will not affect existing orders.
- 9.4 Our Quotation is based on an assumption that:
 - 9.4.1 we will be given continuous and unhindered access to the site by prior arrangement with you;
 - 9.4.2 unless stated otherwise, the standard working hours are between 08:00hrs and 16:00hrs Monday to Friday inclusive. Any Services required by you outside these hours may attract premium rates although we will endeavour to be flexible.
- 9.5 Any additional services not covered by the Quotation will attract an additional charge plus materials.
- 9.6 Any variations to the agreed terms of the Quotation, abnormal working conditions or any other work found to be necessary at the time of the provision of the Services may be subject to additional charges.
- 9.7 Quotations for larger projects are for one-time installation, any additional works and/or site visits will incur additional cost.
- 9.8 Any items damaged or removed by a third party will incur additional costs if these require replacing by our worker. Including 1st fix Installation work damaged by allied building trades. This will be the customers responsibility to resolve.

- 9.9 Any parking charges, congestion charges, low emission zone charges incurred by our worker will be passed onto you. The customer shall advise us of any residential parking restrictions and provide us with a permit/voucher as necessary to visit the property
- 9.10 We reserve the right to a charge of £250.00 per worker/per day when at the time of the confirmed appointment, and due to no fault of our Worker or ours, our worker is not able to enter the property because you fail to make the Premises available to us or fail to prepare the Premises as required.
- 9.11 If there has been an error on the site regarding the pricing of any of our services and this affects your order, we will try to contact you using the contact details you provided when you placed your order. We will give you the option to re-confirm your order at the correct price or to cancel your order. If we are unable to contact you, we will treat the order as cancelled and notify you by email.

10 Payment

- 10.1 Where we charge for Services according to the time spent, we charge for each 30-minute period we spend in providing our Services.
- 10.1.1 The following is an example of how our charging structure works: If we complete performing the Services within 50 minutes and the charging period is 30 minutes, we will charge for 2x30 minutes periods.
- 10.2 We accept payment in cash or by bank transfer. We are not VAT registered.
- 10.3 Payment will be due by you to us at the time we complete performing the Services (unless we agree otherwise).
- 10.4 Should 1st and 2nd fix not be concurrent, 1st fix payment will be due on completion of the 1st fix.
- 10.5 Larger projects will require a non-refundable deposit before we commence work.
- 10.6 Full payment is required at the time of placing an order for an Electrical Installation Condition Report.
- 10.7 Fault finding/rectification will attract an enhanced rate, Charged at a minimum of 1 hour and then 30-minute intervals. Where it's not practicable to facilitate an immediate repair, we aim to isolate/make safe the faulty equipment/circuit and reinstate power. A separate quotation can be provided for any remedial work required. (At standard rate). We take no responsibility for any necessary exploratory holes made in the building fabric to assist fault detection.
- 10.8 Cancellations made after materials have been ordered will incur a shipping fee of 40% of the Quoted value.
- 10.9 In the event of non-payment:
- 10.9.1 We reserve the right to withhold any certificates for work carried out until such payments are made;
- 10.9.2 We will be entitled to add interest on a weekly basis on any amount not paid within 7 days of the invoice issue date. Interest will be charged at 10% of the balance overdue.

- 10.10 We also reserve the right to use a debt recovery agent. Any additional costs will be added to the outstanding balance. After 30 days you will no longer be contacted by JTL Electrics Ltd. We will instruct the debt recovery agent to initiate proceedings.

11 Warranty

- 11.1 We warrant our installation work to be defect free for a period of 12 months from the invoice date. Cover does not extend to materials; these are covered by the manufacturer's warranty. We do not cover materials supplied by others, physical damage, wilful misuse or instances where the installation has been altered or tampered with by third parties. The warranty excludes fair wear and tear, lamps or other consumable.

- 11.2 Any products that require replacement under the manufacturer's warranty will be subject to a discounted labour charge of £30 per hour.

12 Consumer cancellation rights

This clause 12 only applies to you if you are a consumer.

- 12.1 You have 14 days from the date of your order confirmation email to change your mind and cancel your order.

- 12.2 We will not provide any services during the 14-day cancellation period unless you request for us to do so by confirmation email when you place your order. We are under no obligation to accept your request.

- 12.3 If you request for us to start providing services during the 14-day cancellation period and we agree to do so, this will impact your cancellation rights as follows:

12.3.1 you lose your right to cancel once the services are fully performed and will not be entitled to a refund even if the cancellation period has not expired;

12.3.2 if the services have not been fully performed, you will be required to pay for the services we provided up to the time that you told us that you want to cancel. Plus, the full cost of materials ordered to complete your order.

- 12.4 To cancel your order, please email us at info@jtlelectricsltd.co.uk or call us on [07724090082](tel:07724090082). The notice of cancellation is deemed to be served from the date you electronically communicated it to us. To help us process your cancellation more quickly, please have your order number ready or include it in the email or cancellation form you send to us.

- 12.5 We will provide you with a refund as soon as possible and no later than 28 days after the day on which you told us that you want to cancel. If services have been provided during the cancellation period at your request, we will make deductions from any refund due to you as explained in clause 12.3 above.

- 12.6 We will issue your refund to the same payment method you used when you placed your order.

13 Guarantee —consumers

This clause 13 only applies to you if you are a consumer.

- 13.1 We must provide the services to you with reasonable care and skill.

- 13.2 We are under obligation to supply services that are in conformity with our contract with you.
- 13.3 This is a summary of some of your key rights. They are in addition to your cancellation rights set out in clause 12 above. For more detailed information on your rights, visit the Citizens Advice website at <https://www.citizensadvice.org.uk/> or call 0808 223 1133.
- 13.4 In the unlikely event there is a problem with a service we have provided to you, please contact us as soon as reasonably possible. We will respond promptly to ensure complete customer satisfaction.

14 Guarantee—business customers

This clause 14 only applies to you if you are a business customer.

- 14.1 We warrant that the services will be:
- 14.1.1 performed with reasonable care and skill within the meaning of section 13 of the Sale of Goods and Services Act 1982; and
 - 14.1.2 free from material defects at the time the services are completed.
- 14.2 As your sole and exclusive remedy, we will (at our option) remedy any services that do not comply with clause 14.1, provided that:
- 14.2.1 you notify us by email to info@jtlelectricsltd.co.uk within 7 calendar days from the date that the services are completed; and
 - 14.2.2 you provide us with sufficient information as to the nature and extent of the defects.
- 14.3 Except as set out in this clause 14, we give no warranties and make no representations in relation to the services, and all warranties and conditions (including the conditions implied by sections 12–16 of the Supply of Goods and Services Act 1982 and any implied terms relating to the ability to achieve a particular result), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

15 Events beyond our control

We are not liable to you if we fail to comply with these terms because of circumstances beyond our reasonable control.

- 15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (Event Outside Our Control).
- 15.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:
- 15.2.1 we will contact you as soon as reasonably possible to notify you; and
 - 15.2.2 our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.

- 15.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, we will refund the price you have paid, less the charges reasonably and actually incurred by us in performing the Services up to the date of the occurrence of the Event Outside Our Control.

16 Our liability to consumers

This clause 16 only applies to you if you are a consumer.

- 16.1 If we breach these terms or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result. By 'foreseeable' we mean that, at the time the contract was made, it was either clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).
- 16.2 We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage.
- 16.3 Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

17 Our liability to business customers

This clause 17 only applies to you if you are a business customer.

- 17.1 Subject to the below, our liability under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) will not exceed the total price paid for the services
- 17.2 We will not be liable to you under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) for:
- 17.2.1 consequential, indirect or special losses; or
- 17.2.2 any of the following (whether direct or indirect):
- (a) loss of profit;
 - (b) loss of opportunity;
 - (c) loss of savings, discount or rebate (whether actual or anticipated); or
 - (d) harm to reputation or loss of goodwill.
- 17.3 Nothing in these terms will limit or exclude our liability for:
- 17.3.1 death or personal injury caused by negligence;
- 17.3.2 fraud or fraudulent misrepresentation; or
- 17.3.3 any other losses which cannot be excluded or limited by law.

18 Your information

Any personal information that you provide to us will be dealt with in line with our **Privacy Policy** available here <https://www.jtlelectricsltd.co.uk/privacy-policy/>, which explains what information we collect and hold about you, and how we collect, store, use and share such information.

19 No third party rights

No one other than us or you, has any right to enforce any of these terms.

20 Complaints

20.1.1 If you are unhappy with the services we provide we hope you will discuss any problems or issues with us first. Alternatively. Please contact us at <https://www.jtlelectricsltd.co.uk/contact/>

21 Governing law and jurisdiction

21.1 If you are a consumer, the laws of England and Wales apply to these terms. Any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.

21.2 If you are a business customer, these terms and any dispute or claim arising out of, or in connection with, the terms, their subject matter or formation (including non-contractual disputes or claims) will be governed by, and construed in accordance with, the laws of England and Wales. You and us both irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these terms, their subject matter or formation (including non-contractual disputes or claims).

22 Qualifications

22.1 Our director holds the following qualifications: City & Guilds/JIB registered Electrician.

23 My travel time

23.1 We do not normally charge for travelling to or from the place we perform Services although if we need to travel some distance, we may make a charge. If we need to do this, we will make it clear in the Quotation.

24 General terms

24.1 You are not allowed to transfer your rights under these terms to anyone without our prior written consent. We may transfer our rights under these terms to another business without your consent, but we will notify you of the transfer and make sure that your rights are not adversely affected as a result.

24.2 If any provision of these terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these terms will not be affected.

24.3 If you breach these terms and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these terms.

24.4 If you are a business customer, any variation to these terms will not be binding unless expressly agreed in writing between you and us.

24.5 If you are a business customer, you and we both agree that these terms constitute the entire agreement between you and us in relation to your order. You acknowledge that you have not entered into these terms in reliance on any representation or warranty that is not expressly set out in these terms and that you will have no claim for innocent or negligent misrepresentation on the basis of any statement in these terms.