

POLARITY ELECTRICAL LTD - TERMS & CONDITIONS

1. GENERAL: Acceptance of a quote or a day work instruction includes acceptance of the following terms and conditions.
2. DEFINITIONS: 'Contractor' shall mean Polarity Electrical Ltd. 'Customer' shall mean the person, company or firm responsible for instructing the works. 'Works' shall mean those works described in the quotation or day work. 'Contract' shall mean a written formal contract or a contract based upon acceptance of a quotation or a day work instruction.
3. PERIOD OF ACCEPTANCE: Unless otherwise expressly agreed in writing by both parties, a quotation remains open for acceptance for 30 days unless previously withdrawn. Thereafter it is subject to confirmation or adjustment by the contractor.
4. BASIS OF QUOTATION & DAY WORK. GENERAL: (a) All increases or decreases in labour and / or material cost arising after the date of quotation may be recovered from or allowed to the customer unless the quotation expressly excludes the condition. (b) Prices are based on the work being undertaken during normal working hours 8am to 5pm Monday to Friday and exclude Bank or Statutory National holiday working. Where overtime is worked at the request of the customer, the contractor is to be reimbursed for all extra costs involved as a result thereof. (c) Where the customer requires additional works and / or variation from the works described in the quotation, such works shall be the subject of a separate agreement between the customer and the contractor. The contractor shall submit a quotation for such works upon written request by the customer and the customer shall confirm his agreement in writing before the work is carried out. Where additional works and variations cannot be accurately assessed by the contractor, are urgently required or where no written request for a quotation is made by the customer to the contractor before the works proceed then variations or additional works shall be charged at day work on a time and material basis. Day work rates shall be labour: RICS/ECA prime cost + 60%, material at cost + 25% unless otherwise advised in writing by the contractor. (d) Allowance has been made for laying of cable and conduit runs by the shortest practicable routes parallel to building lines wherever possible. (e) Whilst reasonable care will be taken, quotations do not include for the cost of the following. Incidental redecoration or other works consequent upon the proper execution of the work and specifically exclude laying or relaying of floor coverings. Work by other trades, any statutory fees, or charges for work done by supply authority or local authority. Formation of structural holes or chases into walls. Electrical supply for temporary lighting, power or testing. Replacement of failed lamps. Cleaning of diffusers or louvers to light fittings after having been fitted in a clean state. Value Added Tax. VAT will be charged as an addition to the main amount. TEST & INSPECTION REPORTS: There are five distinct and separate reports. (a) Completion Certificates to BS7671. (b) Periodic Inspection Report to BS7671. (c) Fire Alarm to BS5839. (d) Emergency Lighting to BS5266. (e) Portable Appliance to IEE Code of Practice. The following criteria apply and are included. PERIODIC INSPECTION REPORT. Quotation assumes that power is available for testing and includes a visual inspection confined to random checks of those parts of the installation which are readily accessible. It includes disconnection or dismantling of a representative sample (approximately 10%) of accessories and switchgear to facilitate testing. It includes testing representative marked and identified circuits of the installation but excludes circuits where the presence of electronic equipment may be damaged by such tests and / or where testing would cause disturbance of the installation and inconvenience to the user and / or where there is an absence of a schedule indicating original design criteria and test results where this would prove to be restrictive and / or would make a comparison to indicate deterioration impossible. It does NOT include identifying or testing physical defects or problems in concealed or hidden parts of the wiring installation, identifying or testing unidentified or unmarked circuits. A schedule of recommended remedial items, generally priced, will be provided with the report if appropriate. FIRE ALARM & EMERGENCY LIGHTING TESTING. These systems are assumed to be fully operational, zones and test positions fully marked, log book and layout drawings available, regularly serviced and maintained and comply with the relevant British Standards and the requirements of the local fire officer. Unless specifically included, the work does NOT include identifying or testing physical defects or problems in hidden parts of the wiring installation, identifying or testing unidentified or unmarked circuits, replacement parts or the cost of call-outs, emergency or otherwise, other than set test visits. A schedule of recommended remedial items, generally priced, will be provided with the report if appropriate. PORTABLE APPLIANCE TESTING. Includes testing of portable appliances in readily accessible positions without the need to move the appliance or furniture. Any remedial works required to enable an appliance to pass the test are chargeable at day work rates unless otherwise agreed by both parties in writing.
5. INSURANCES: The existing structures, together with the contents thereof, the works and all unfixed materials, goods and plant on site, shall be at the sole risk of the customer and the customer shall maintain insurance cover thereon to the full value of such property. The above items shall remain the property of the contractor until paid in full by the customer. The contractor shall maintain employers liability and public liability insurance and shall indemnify the customer against any claim in respect of accidental death or bodily injury and accidental loss of or damage to property caused by or through the fault or negligence of the contractor, his servants or agents, for which the contractor could be held legally liable in the absence of this condition within the period of guarantee.
6. COMPLETION & EXTENSION OF TIME: The contractor shall endeavour to carry out the work within the period stipulated or, if no period is stipulated, within a reasonable time, but shall not be held responsible for any loss or damage arising out of delay due to any cause beyond the contractor's control. If the progress of the works is delayed and / or disrupted due to any cause beyond the contractor's control, then the contractor shall be granted an extension of time, providing that the contractor shall use his best endeavours to minimise such delay.
7. WARRANTIES – CONSEQUENTIAL LOSS OR DAMAGE: The contractor shall not be liable for any damage caused by the works after completion of the works, which is due to normal operation of equipment or materials, save where the damage is caused by the negligence of the contractor. Without prejudice to the customer's statutory rights the contractor will pass to the customer the benefit of any guarantees the contractor has received in respect of materials supplied by the contractor and undertakes to repair or, if necessary, replace free of charge any materials or work found to be defective if the defect is due to faulty workmanship by the contractor, his servants or agents and is brought to his attention within 12 months of the completion of the work, provided nevertheless that: (a) The contractor accepts no responsibility for any drawing, design or specification not prepared by him. (b) The contractor's responsibility to the customer is limited to the fulfilment of the contract in a proper and workmanlike manner and the contractor shall not be liable for any consequential loss or damage arising out of the execution of the contract, unless due to the negligence of the contractor, his servants or agents. (c) The contractor shall not be liable for any wear and tear, loss or damage, direct or indirect, nor for any extra work entailed due to the apparatus being put into operation by the customer or by the contractor, his servants, or agents at the customer's request before it is handed over for beneficial use. (d) The repair or replacement of any faulty work or materials shall only be carried out by the contractor, his servants, or agents; otherwise the contractor's warranties as to repair or replacement shall not apply. (e) The contractor will take reasonable care but accepts no liability for damage to furniture or other fixtures and fittings which have to be moved by the contractor or his workmen in order to carry out the contract works. Without prejudice to this the contractor will maintain adequate public liability insurance cover for at least the duration of the contract.
8. GUARANTEE: Without prejudice to the above terms, the customer may have the benefit of the performance guarantee schemes of the Electrical Contractors Association (of which the contractor is a member) subject to the terms of each scheme, copies of which may be obtained on request from the association at 32-34 Palace Court, London W2 4HY.
9. CONTRACTOR'S LOSS, DAMAGE AND EXPENCE: If the contractor is involved in loss, damage or expense due to any of the following reasons, then he shall be reimbursed for same, providing that the contractor shall use his best endeavours to minimise such loss, damage or expense:- (a) by reason of customer's instructions and/or delayed instructions regarding extra work or variations; (b) by delay on the part of the companies engaged by the customer in executing work not forming part of this contract; (c) by the customer failing to afford free and uninterrupted access to the contractor to the property for the proper execution of the works. (d) The contractor shall not be liable for any damage caused by the works after completion of the works, which is due to normal operation of equipment or materials, save where the damage is caused by the negligence of the contractor.
10. DISPUTES AND ARBITRATION: Without prejudice to the legal rights of either party, any dispute between the contractor and the customer, arising out of or relevant to the contract, may be referred to arbitration and final decision of a person to be agreed between the parties or, failing agreement within seven days after either party has given a written request to the other to concur in the appointment of an arbitrator, a person to be appointed on the request of either party, by the Electrical Contractors Association.
11. TERMS OF PAYMENT: (a) Payment in full shall be made in advance or on the day of completion of the work. Customers with an account shall pay within 30 days of the date of a written application/invoice submitted by the contractor. (b) Where the contract period is in excess of 4 weeks, written applications/invoices may be submitted monthly, for the total value of work executed – less previous payments – the net amount due to be paid by the customer within 30 days of the invoice date or payment application. (c) Failure by the customer to make any payment as aforesaid shall entitle the contractor to suspend work and/or charge interest on the amount outstanding at 4% above the base rate of the contractor's bank from the time to time in force and to recover from the customer any administrative or legal costs. Failure by the customer to make payment shall also entitle the contractor free access to the property wherein the works have been carried out and to remove at the customer's cost all materials and goods installed or provided during the works. (d) Receipts, certificates, test sheets and reports will be issued and the contents thereof released within 3 working days of receipt in full of payment of the total invoice sum.