

Celtic Electrics Cornwall Terms and Conditions

1. Introduction

These Terms and Conditions ("Agreement") govern the provision of electrical contracting services by Celtic Electrics Cornwall/Peter Vale, registered Sole Trader in England and Wales. ("Contractor", "we", "us", or "our"), to the client ("Client", "you" or "your").

By requesting or accepting our Services, you agree to be bound by this Agreement.

2. Scope of Work

We will carry out the electrical services as described in our written quotation, estimate, or proposal, which will detail the specific tasks to be undertaken, including the materials to be supplied (if any), the expected timeline, and the agreed price.

Our services may include, but are not limited to:

- Electrical installations for new builds, refurbishments, and extensions
- Repairs and maintenance of existing electrical systems
- Consumer unit upgrades and fuse board replacements
- Fault finding and diagnostics
- Rewiring (partial or full)
- Installation of lighting, sockets, and other electrical fixtures
- Emergency call-out services

Any services not explicitly mentioned in the quotation or agreement are not included in the scope and may be subject to additional charges.

We reserve the right to decline or postpone certain works if, upon inspection, we determine that:

- The environment is unsafe or unsuitable for work to proceed
- Additional regulatory approvals, permits, or inspections are required
- The existing installation is non-compliant or hazardous without prior corrective action

Where required, we may engage qualified subcontractors or additional personnel to assist in delivering the Services. We remain responsible for the quality and compliance of any subcontracted work.

The Client is responsible for reviewing the proposed scope of work and ensuring that it meets their requirements before we begin. Any changes or additions must be agreed in writing and may result in changes to the overall cost or duration of the project.

Work is carried out during standard working hours (typically 8:00 AM – 4:30 PM, Monday to Friday), unless otherwise agreed.

3. Quotations and Pricing

- All written quotations are valid for **30 days** from the date of issue unless otherwise stated.
 - Prices are based on the information provided by the Client at the time of quotation.
 - If unforeseen circumstances arise during the course of work—such as hidden faults, structural issues, outdated or non-compliant wiring, or access limitations—we reserve the right to stop work and inform the Client immediately. Any additional work required as a result of these circumstances will be discussed, and either a revised quotation, a written variation order, or a labour charge of £34.00 per hour may apply. Work will not proceed until the Client has approved any changes in writing or has agreed to continue on an hourly rate basis.
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4. Payment Terms

- If a deposit is required before work commences, the amount and terms will be agreed in writing with the Client.
- For installation or project-based works, payment will be due in staged instalments as follows:
 - 40% upon completion of the first fix.
 - 40% upon completion of the second fix.
 - 20% upon final completion of the works, including testing, certification, and handover.
- These stages will be clearly outlined in the project schedule or quotation where applicable.
- If materials or works covered by a staged payment are delivered or ready, but project progress is delayed due to other trades or circumstances beyond our control, we reserve the right to issue an invoice for the outstanding amount due for that stage.
- Full payment must be received within 7 days of each staged invoice unless otherwise agreed in writing.
- We reserve the right to withhold completion certificates or final documentation until payment has been received in full.
- Late payments may incur interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, charged at a rate of 8% plus the Bank of England base rate.
- We may also charge reasonable debt recovery costs as permitted by UK law.

5. Client Responsibilities

- Ensure safe and reasonable access to the site for our staff and equipment.
- Provide all necessary utilities (e.g. electricity, water) to facilitate our work.
- Inform us of any known hazards, structural issues, or special conditions on the premises.
- Obtain any necessary permissions from landlords, managing agents, or planning authorities if applicable.

6. Workmanship and Warranty

We warrant that our work will be carried out with reasonable care and skill in accordance with applicable UK regulations, including the **IET Wiring Regulations (BS 7671)**.

We provide a **12-month workmanship warranty** from the date of completion.

Product/material warranties are subject to the respective manufacturer's terms and conditions.

The warranty does not cover:

- Damage caused by misuse, neglect, or unauthorised alterations
- Normal wear and tear
- Work or equipment not supplied or installed by us

7. Regulatory Compliance

All works are carried out in compliance with relevant UK laws, including:

- The **Electricity at Work Regulations 1989**
- The **Building Regulations (Part P)** where applicable
- Any other applicable statutory or safety regulations

Certification (e.g. Electrical Installation Certificate or Minor Works Certificate) will be provided where required.

8. Delays and Force Majeure

We shall not be held liable for delays or failure to perform our obligations if caused by events beyond our reasonable control, including but not limited to: extreme weather, fire, flood, strikes, supplier delays, or government restrictions.

9. Waste Disposal

Standard packaging and minor waste will be removed.

Large volumes of waste, old consumer units, fittings, or debris from previous installations may incur a disposal charge unless otherwise specified in the quotation.

10. Acceptable Damages

We will take reasonable care when carrying out work; however:

- Some disturbance to plaster, paintwork, tiles, or decorations is often unavoidable.
 - We do not include redecoration or plastering. However filling holes and chases can be included in the quotation, which will be left ready for a decorator to apply a proper finish – we can recommend a professional decorator if you require.
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11. Photographs and Documentation

We may take photos of installations before, during, and after works for:

- Certification evidence
- Compliance documentation
- Company portfolio use (with permission, no identifying features shown)

Clients may opt out of marketing usage by informing us in writing.

12. Parking, Congestion and Access Charges

Any parking fees, permits, tolls, or congestion charges required to carry out the work will be added to the final invoice. Receipts for relevant charges will be kept and requested by the client any time.

If parking is not available near the property and vehicle access is prohibited to the site location, delays caused by carrying tools and materials may also be chargeable.

13. Handover Process from Previous Contractor

Where we are requested to take over ongoing or incomplete electrical works started by another contractor, the following conditions apply and will be chargeable at our standard hourly rate unless included in a quotation:

- **Inspection Prior to Acceptance**
We will carry out an initial inspection of the existing works to assess safety, compliance, and overall quality.
- **No Assumption of Liability for Previous Work**
We accept no responsibility or liability for any work, materials, wiring, or installations completed by previous contractors.
Any defects, non-compliance, or unsafe methods discovered must be rectified before we can continue.
- **Requirement for Evidence of Certification**
Where applicable, the Client must provide any available certificates, test results, or documentation issued by previous contractors.
- **Rectification of Non-Compliant Work**
If previous work does not meet current standards or poses a safety risk, we will inform the Client in writing and if a quote has been given, an updated price will be issued if applicable.
Work cannot proceed until corrective measures are carried out, either by us or another qualified contractor.
- **Adjustment of Quotation or Timeline**
Taking over works mid-project may require updated pricing and scheduling.
Any additional time, testing, or remedial work required will be chargeable and may extend the completion timeframe.

Certification of Final Installation

We will only certify the parts of the installation completed or verified by us.

If we cannot verify the safety of prior work, full certification may not be possible without full testing or rewiring.

14. Cancellation and Termination

- The Client may cancel a scheduled job by giving at least **48 hours' notice**.
Cancellations with less than 48 hours' notice may be subject to a charge to cover incurred costs.
 - Either party may terminate this Agreement if the other party materially breaches any of its terms and fails to remedy that breach within **7 days** of written notice.
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15. Insurance and Liability

We hold public liability insurance and, where applicable, employer's liability insurance. Evidence of insurance can be provided upon request.

Our total liability for any claims arising from our Services shall be limited to the value of the work performed. We accept no liability for indirect or consequential loss.

Nothing in this Agreement shall limit our liability for death or personal injury caused by our negligence or for any other liability which cannot be excluded under UK law.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of **England and Wales**. Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

17. Amendments

We reserve the right to amend these Terms and Conditions at any time. The most current version will be made available upon request or via our website (if applicable).

18. Acceptance

By engaging us to provide Services, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.

Celtic Electrics Cornwall

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Electrical Registration Body – NAPIT Electrical – Member number: 74924