



UNITED ELECTRICAL CONTRACTORS LIMITED

GENERAL TERMS AND CONDITIONS

BACKGROUND

These General Terms and Conditions are the standard terms which apply to the provision of UEC Works by United Electrical Contractors Limited (“**UEC**”) to customers who require electrical works to be provided at their home. Please read them carefully and ensure that you understand and agree to them. If you have any questions, please contact us.

These General Terms and Conditions apply where the customer is a “Consumer” as defined by the Supply of Goods & Services (Jersey) Law 2009.

1. Definitions and Interpretation

- 1.1 In these General Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“ Agreed Times ”	means the times which You and We agree for the Electrician to have access to the Property to complete the Job;
“ Agreement ”	means the contract into which You and We will enter if You accept the Quotation. The Agreement will incorporate, and be subject to, these General Terms and Conditions.;
“ Business ”	means any business, trade, craft or profession carried on by You or any other person or organisation;
“ Consumer ”	means a “consumer” as defined by the Supply of Goods & Services (Jersey) Law 2009, and in relation to these General Terms and Conditions means an individual customer of UEC who receives the UEC Works for their personal use and for purposes wholly or mainly outside the purposes of any Business;
“ Deposit ”	means the deposit You may be required to pay in accordance with Clause 5;
“ Electrician ”	means Us or Our employee who will be responsible for providing the UEC Works;
“ Final Fee ”	means the total of all sums You must pay which will be shown on the invoice issued in accordance with Clause 6;
“ Job ”	means the complete performance of the UEC Works;

“Model Cancellation Form”	means the model cancellation form attached as Schedule 1;
“Order”	means Your initial request for Us to provide the UEC Works as set out in Clause 4;
“Products”	means the products required for the provision of the UEC Works which We will supply (if any) as specified in the Agreement;
“Property”	means Your home, as detailed in the Order and the Agreement, at which the Job is to take place;
“Quotation”	means the quotation We give to You in accordance with Clause 4 detailing the services We will provide to You and the fees We will charge;
“Quoted Fee”	means the fee set out in the Quotation which may change according to the actual work undertaken as set out in Clause 6 of these General Terms and Conditions;
“Start Date”	means the date You and We agree on for Us to start providing the UEC Works as specified in the Agreement;
“UEC Works”	means either (or any combination of) the goods, works, services or Products that We will provide as specified in the Agreement;
“Visit”	means any occasion, scheduled or otherwise, on which the Electrician visits the Property to provide the UEC Works;
“We/Us/Our”	means UEC and includes all employees, agents and sub-contractors of UEC; and
“You/Your”	means a Consumer who is a customer of UEC.

- 1.2 Each reference in these General Terms and Conditions to “writing”, and any similar expression, includes electronic communications whether sent by e-mail, fax or other means.
- 1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
- 1.4 Each reference to “these General Terms and Conditions” is a reference to these General Terms and Conditions.
- 1.5 Each reference to a Schedule is a reference to a schedule to these General Terms and Conditions.
- 1.6 The headings used in these General Terms and Conditions are for convenience only and do not affect the interpretation of these General Terms and Conditions.
- 1.7 Words signifying the singular number will include the plural and vice versa.
- 1.8 References to any gender will include any other gender.
- 1.9 References to persons, unless the context otherwise requires, include corporations.

2. Information about Us

- 2.1 We are a private limited company.
- 2.2 We are registered in Jersey, Channel Islands and our Registration Number is 105464.

- 2.3 Our GST number is 5449.
- 2.4 We are registered with a recognised and authorised self-certification scheme. We will ensure that any sub-contractors We use are also registered in this way.

3. Communication and Contact Details

- 3.1 If You wish to contact Us with questions or complaints, You may contact Us by telephone at 01534 887789 or by email at info@uec.je.
- 3.2 In certain circumstances You must contact Us in writing (as stated in various Clauses throughout these General Terms and Conditions). When contacting Us in writing You may use the following methods:
 - 3.2.1 contact Us by email at info@uec.je; or
 - 3.2.2 contact Us by post at United Electrical Contractors Limited, La Ville Machon, La Route des Cotes du Nord, Trinity, JE3 5BJ.

4. Orders

- 4.1 We accept orders for the UEC Works via telephone, email and writing.
- 4.2 When placing an Order You should set out, in detail, the UEC Works required. Details required include the location and size of the Property, the number and type of rooms in which work is required and the type(s) of work required (e.g. wiring, installation of appliances etc.). We will provide You with an order form containing prompts for all required information. All such details are set out in the Agreement.
- 4.3 Once the Order is complete and submitted, We will prepare a Quotation and send it to You either by email or first class post. The Quotation will set out the required Deposit (if applicable) and fee (see Clauses 5 and 6).
- 4.4 If We cannot accept your Order, We will inform you of this in writing.
- 4.5 You may make changes to the Order and Quotation before accepting it.
- 4.6 You may accept a Quotation by signing and dating a copy of it and returning it to Us within 30 after the date We issue the Quotation.
- 4.7 When (but not before) You have returned the Quotation, signed and dated, and You have paid the Deposit, a legally binding contract between You and Us will be created for Us to provide the UEC Works and for You to pay for them. We will then attach the signed Agreement and complete any blanks in the Agreement in accordance with the Quotation.
- 4.8 If you wish to change your Order after accepting the Quotation, please contact Us and We will tell you whether or not the change can be accommodated, along with any changes to the fees payable as a result. If we cannot accommodate the changes or the changes to the fees or other matters are not acceptable to you, you may cancel in accordance with Clause 13.

5. Deposit

- 5.1 At the time of accepting the Quotation or not more than 7 days thereafter, depending on the nature of the work and any specialist Products required in advance, You may be required to pay Us a Deposit. The Deposit will be not more than 50%. We will not confirm an Order until the Deposit is paid in full.
- 5.2 If you cancel the UEC Works, We may retain some or all of the Deposit as set out in Clauses 13 & 14.

6. Fees and Payment

- 6.1 The Quoted Fee will include the price payable for the UEC Works and for the estimated Products required.
- 6.2 We will where reasonably possible use only the Products (and quantities of Products) set out in the Quotation and the Agreement; however if additional Products are required We will adjust the Final Fee to reflect this. We will keep any increases to a necessary minimum, will keep You informed at all times, and will not proceed without your agreement.
- 6.3 If the price of Products or services increases during the period between Your acceptance of the Quotation and the Start Date, We will inform You of the increase and of any difference in the Final Fee. If You do not wish to accept the increase, You may cancel and receive a full refund of all sums paid including, where applicable, the Deposit.
- 6.4 The Quoted Fee and the Final Fee are inclusive of GST. If the rate of GST changes We will adjust the amount of VAT that You must pay.
- 6.5 We will invoice You when the Job has been completed.
- 6.6 You must pay any invoice within 7 of receiving it.
- 6.7 We accept the following methods of payment:
 - 6.7.1 credit/debit card;
 - 6.7.2 direct bank transfer; and
 - 6.7.3 cheque;
- 6.8 If You do not pay an invoice by the due date We may charge You interest on the overdue sum at the rate of 5% above the base rate of Bank of England from time to time until payment is made in full. Interest will accrue on a daily basis from the due date until the actual date of payment, whether before or after judgment.
- 6.9 If You have promptly contacted Us to dispute an invoice in good faith, We will not charge interest while such a dispute is ongoing.

7. Providing the UEC Works

- 7.1 We will provide the UEC Works in accordance with the specification set out in the accepted Quotation and in the Agreement (as may be amended by agreement between You and Us from time to time).
- 7.2 We may provide sketches, plans, diagrams or similar documents in advance of the Job. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification of the Job nor to guarantee specific results. Unless We have expressly stated to do so within the Quotation, We do not provide You with a design service and You accept that We do not have a liability for any design either provided by You or provided by others acting on behalf of You.
- 7.3 We will use reasonable endeavours to ensure that the Products We use match those chosen by You and are consistent throughout the Property (or relevant parts of the Property). There may be slight variations to the same Products as a result of differences between photographs, catalogues and other materials, and the Products themselves, or as a result of minor technical changes which will not impact your use of the Product in question. Product packaging may also vary. If different Products are required due to non-availability, We will not supply them without consulting with You first, in advance of the Job. If You do not wish to accept the alternative Products, You may cancel and receive a full refund of all sums paid including, where applicable, the Deposit.
- 7.4 We will ensure that the UEC Works are performed with reasonable care and skill and to a reasonable standard which is consistent with best trade practice.
- 7.5 We will ensure that We comply with all relevant codes of practice.
- 7.6 We will properly dispose of all waste that results from Our provision of the UEC Works.
- 7.7 Where a Job is to last for more than one working day, the Electrician will where reasonably possible leave the Property in a clean and tidy state and minimise any disruption to Your use and enjoyment of the Property while work is being carried out. We will wherever possible store all tools and materials

only in areas where work is being carried out or remove them from the Property at the end of each working day.

8. Faulty Products

- 8.1 If any Products are supplied in the course of Us providing the UEC Works, and You discover a defect with one or more of those Products or if the Product or Products have been incorrectly described, You should inform Us using the contact details above in Clause 3.
- 8.2 Within the first 30 calendar days, You are entitled, at Your option, to a full refund, to keep the Product(s) at a reduced price, or to a repair or replacement.
- 8.3 After the first 30 calendar days, and for the first six months, We will, at Our option, repair or replace any defective Products or, if a repair or replacement is not practicable or possible, or if a repair or replacement is unsuccessful, You are entitled to a full refund. Alternatively, You may keep the Product(s) at a reduced price. This right may not apply if We can prove that the defect has been caused deliberately or negligently by You, or as a result of Your failure to follow instructions given by the Electrician or as included with the Product.
- 8.4 After the first six months, if any Product develops a fault, You must prove that the Product in question was faulty at the time We supplied it and You took ownership of it. You may be entitled to a repair or replacement, or to a partial refund for up to six years depending upon the nature of the Product and how long it can reasonably be expected to last.

9. Problems with Our Service

- 9.1 If there is a problem with the result of the UEC Works, i.e. they have not been provided with reasonable care and skill, You are entitled to ask Us to repeat or fix the service, or to get a price reduction if this is not possible.
- 9.2 We always use reasonable efforts to ensure that Our provision of the UEC Works is trouble-free. If, however, there is a problem with the UEC Works We request that You inform Us as soon as is reasonably possible. We will use reasonable efforts to remedy problems with the UEC Works as quickly as is reasonably possible and practical.
- 9.3 We will not charge You for remedying problems under this Clause 9 where the problems have been caused by Us. If We determine that a problem has been caused by incorrect or incomplete information or action provided or taken by You, We may charge You for remedial work.
- 9.4 As a consumer, You have certain legal rights with respect to the purchase of goods or services. For full details of your legal rights and guidance on exercising them, it is recommended that You contact your local Citizens Advice Bureau or Trading Standards Office.
- 9.5 If We do not perform the UEC Works with reasonable skill and care, You have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to You, You have the right to a reduction in price.
- 9.6 If the UEC Works are not performed in line with information that We have provided about them, You also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to You (or if Our breach concerns information about Us that does not relate to the performance of the UEC Works), You have the right to a reduction in price.
- 9.7 If for any reason We are required to repeat the UEC Works in accordance with Your legal rights, We will not charge You for the same and We will bear any and all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full fees payable for the Job and, where You have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 calendar days starting on the date on which We agree that You are entitled to the refund) and made via the same payment method originally used by You unless You request an alternative method.

10. Your Obligations

- 10.1 If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, You must obtain them before We begin to provide the UEC Works.
- 10.2 We may ask you to move or remove certain furniture, fixtures and fittings in the Property before we begin work. Unless You and We specifically agree otherwise, this is Your responsibility.
- 10.3 You will ensure that the Electrician can access the Property at the Agreed Times to provide the UEC Works.
- 10.4 You may either give the Electrician a set of keys to the Property or be present at the Agreed Times to give the Electrician access. We promise that all keys will be kept safely and securely by the Electrician.
- 10.5 If You do not provide the required access to the Property or make it impossible for Us to provide the UEC Works by failing to comply with any other provision in this Clause 10, and do not have a good reason for this, We may invoice you for any additional charges incurred as a result.
- 10.6 You must ensure that the Electrician has access to electrical outlets and a supply of hot and cold running water.

11. Complaints and Feedback

- 11.1 We always welcome feedback from Our customers and, while We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.
- 11.2 If You wish to complain about any aspect of Your dealings with Us, please contact Us in one of the following ways:
 - 11.2.1 In writing, addressed to the Managing Director of UEC;
 - 11.2.2 By email, addressed to the Managing Director of UEC via info@uec.ie.

12. Changing the Start Date

- 12.1 If You ask Us to change the Start Date:
 - 12.1.1 We will where reasonably possible agree a revised Start Date with You;
 - 12.1.2 If it is not possible to agree a revised Start Date either You or We may terminate the Agreement (see Clause 14).
- 12.2 If We ask You to change the Start Date, You may either:
 - 12.2.1 agree a revised Start Date with Us; or
 - 12.2.2 terminate the Agreement (see Clause 14).

13. Cancellation

- 13.1 You may terminate the Agreement (i.e., cancel the Job) at any time before the Start Date (if relevant):
 - 13.1.1 If You cancel the Job more than 14 calendar days before the Start Date, We will refund the Deposit, if applicable, and any other sums paid as soon as is reasonably possible, and in any event within 14 calendar days of cancellation.
 - 13.1.2 If You cancel the Job less than 14 calendar days before the Start Date, We will retain from the Deposit, if applicable, a sum to cover any net financial loss that We suffer due to the cancellation. We will refund the balance of the Deposit to You as soon as is reasonably possible, and in any event within 14 calendar days of cancellation. If Our net financial loss is more than the amount of the Deposit (and/or if no Deposit

has been paid), We will invoice You for the shortfall and You will be required to make payment in accordance with Clause 6.

- 13.2 We may need to terminate the Agreement before the Start Date due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, We will inform You as soon as is reasonably possible. We will refund the Deposit, if applicable, and any other sums paid as soon as is reasonably possible, and in any event within 14 calendar days of termination.

14. Termination

- 14.1 You may terminate the Agreement with immediate effect at any time by giving Us written notice if:
- 14.1.1 We have breached the Agreement in any material way and have failed to remedy that breach within 14 days of You asking Us in writing to do so;
 - 14.1.2 We enter into liquidation or have an administrator or receiver appointed over Our assets;
 - 14.1.3 You and We have been unable to agree a revised Start Date or You elect to terminate the Agreement under Clause 12;
 - 14.1.4 We are unable to provide the UEC Works due to an event outside of Our control (see Clause 16).
- 14.2 We may terminate the Agreement with immediate effect by giving You written notice if:
- 14.2.1 You fail to make a payment on time as required under Clause 6 (this does not affect Our right to charge interest on overdue sums under sub-Clause 6.8);
 - 14.2.2 You have breached the Agreement in any material way and have failed to remedy that breach within 14 days of Us asking You in writing to do so; or
 - 14.2.3 You and We have been unable to agree a revised Start Date under Clause 12;
 - 14.2.4 You do not provide the Electrician with access to the Property or otherwise make it impossible for the Electrician to provide the UEC Works, and We have been unable to contact You to re-arrange the UEC Works under sub-Clause 10.5;
 - 14.2.5 We have been unable to provide the UEC Works for more than four weeks due to an event outside of Our control (see Clause 16).
- 14.3 For the purposes of this Clause 14 a breach of the Agreement will be considered 'material' if it is not minimal or trivial in its consequences to the terminating Party. In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.
- 14.4 If at the termination date:
- 14.4.1 You have made any payment to Us (including, but not limited to, the Deposit, where applicable) for any the UEC Works We have not yet provided, these sums will be refunded to You as soon as is reasonably possible, and in any event within 14 calendar days of the termination notice. We may, however, deduct from such a refund (or charge You) reasonable compensation for the net costs We will incur as a result of your breaking the Agreement if We terminate it under sub-Clauses 14.2.1, 14.2.2, or 14.2.4;
 - 14.4.2 We have provided the UEC Works that You have not yet paid for, the sums due will be deducted from any refund due to You or, if no refund is due, We will invoice You for those sums and You will be required to make payment in accordance with Clause 6.

15. Effects of Termination

- 15.1 If the Agreement is terminated for any reason:
 - 15.1.1 Any Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement will remain in full force and effect.
 - 15.1.2 Termination will not remove or reduce any right to damages or other remedy which either You or We may have in respect of any breach of the Agreement which exist at or before the date of termination.

16. Events Outside of Our Control (Force Majeure)

- 16.1 We will not be liable for any failure or delay in performing Our obligations under these General Terms and Conditions where the failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 16.2 If any event described under this Clause 16 occurs that is likely to adversely affect Our performance of any of Our obligations under these General Terms and Conditions:
 - 16.2.1 We will inform You as soon as is reasonably possible;
 - 16.2.2 Our obligations under the Agreement will be suspended and any time limits that We are bound by will be extended accordingly;
 - 16.2.3 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of the UEC Works as necessary;
 - 16.2.4 You or We may terminate the Agreement (see Clause 14).

17. Liability

- 17.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these General Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by You and Us when the Agreement is entered into. We will not be responsible for any loss or damage that is not foreseeable.
- 17.2 We will maintain suitable and valid insurance including public liability insurance.
- 17.3 We provide the UEC Works for domestic and private purposes only. We make no warranty or representation that the Services are fit for commercial, business or industrial purposes of any kind. We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 17.4 If We cause any damage to the Property, We will make good that damage at no additional cost to You. We are not responsible for any pre-existing faults or damage in or to Your property that We may discover while providing the UEC Works.
- 17.5 We are not liable for any loss or damage You suffer which results from Your failure to follow any reasonable instructions given by Us or the Electrician.
- 17.6 Nothing in these General Terms and Conditions is intended to or will limit or exclude Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.
- 17.7 Nothing in these General Terms and Conditions is intended to or will limit Your legal rights as a Consumer under any consumer protection legislation. For more details of Your legal rights please refer to the Citizens Advice Bureau or Trading Standards.

18. How We Use Your Personal Data (Data Protection)

We will only use Your personal data as set out in Our Privacy Policy available from our website <https://www.uec.ie/privacy-policy>.

19. Other Important Terms

- 19.1 We may from time to time change these General Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.
- 19.2 We may transfer (assign) Our obligations and rights under the Agreement to a third party (this may happen, for example, if We sell Our business). If this occurs We will inform You in writing. Your rights under the Agreement will not be affected and Our obligations under the Agreement will be transferred to the third party who will remain bound by them.
- 19.3 You may not transfer (assign) Your obligations and rights under the Agreement without Our express written permission (such permission not to be unreasonably withheld).
- 19.4 The Agreement is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of the Agreement.
- 19.5 If any provision of the Agreement or these General Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Agreement or these General Terms and Conditions and the remainder of the provision in question will not be affected.
- 19.6 No failure or delay by Us or You in exercising any rights under the Agreement means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of the Agreement means that We or You will waive any subsequent breach of the same or any other provision.

20. Law and Jurisdiction

- 20.1 These General Terms and Conditions, the Agreement, and the relationship between you and Us (whether contractual or otherwise) shall be governed by and construed in accordance with the laws of Jersey.
- 20.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence.
- 20.3 Any dispute, controversy, proceedings or claim between you and Us relating to these General Terms and Conditions, the Agreement, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of Jersey.

[End.]

SCHEDULE 1

CANCELLATION FORM

United Electrical Contractors Limited
La Ville Machon
La Route des Cotes du Nord
Trinity
Jersey JE3 5BJ

Sent by email to: info@uec.je

Dear Sirs,

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) cancel my/our (delete as appropriate) contract for UEC Works dated << >>.

Name of Customer(s): << >>

Address of Customer(s): << >>

Signature of Customer(s): << >>

Date of Cancellation: