



Terms and Conditions

1. For the purpose of these Terms and Conditions the following words shall have the following meanings:

- I. The 'Company' shall mean Lumen Electrical.
- II. The 'Customer' shall mean the person or organisation for whom the Company agrees to carry out works/and or supply materials.
- III. The 'Engineer' shall mean the employee or representative of the Company performing the work for the Customer.

2. The Company reserves the right to refuse or decline work at its own discretion. Where the Company agrees to carry out works for the Customer those works shall be undertaken using an engineer of the Company's choice at its sole discretion.

2.1. The customer is to advise the Company 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 damage to these services or consequential loss due to the services being damaged.

3. Cables will be concealed where possible but will be surface run where, in the opinion of the Company, this is impractical.

3.1. The customer is to advise the Company in writing of the location of any asbestos or asbestos type material that can be found on the premises. Should asbestos or a material suspected of being asbestos is found in areas other than where previously documented, the Company reserve the right to request that samples of the material are tested in accordance with the Control of Asbestos Regulations 2006 at no cost to the Company. The customer must make available their premises asbestos registers as per The Control of Asbestos Regulations 2006.

3.2 It is the Customer's responsibility to move all stock/or any obstruction that may impede our engineers during any electrical works.

3.3 Lifting of carpets/flooring will be carried out by our engineers. Whilst every care will be taken, we cannot accept responsibility for carpets replaced not as originally fitted.

3.4 The Company do not make any allowances for re-decorating or re-plastering in any capacity. Upon completion of works the work area will be left clean and tidy.

4. The total charge to the Customer shall consist of the cost of the materials supplied by the Company and the amount of time spent by the engineer in carrying out works (including all reasonable time spent in obtaining un-stocked materials) charged in accordance with the Company's current hourly rates and minimum charges.

5. Quotations shall be given as a firm cost, (manifest errors exempted) including labour and materials. All costs are plus VAT at the prevailing rate.

5.1. Quotations will be revised in the following circumstances:

- I. If labour/materials cannot be accurately assessed at time of preparation, these will be variable and will be noted as estimated on the Quotation
- II. If after submission of the Quotation the Customer instructs the Company (whether orally or in writing) to carry out additional works not referred to in the estimate.
- III. If after submission of the Quotation, it is discovered that further works need to be carried out which were not reasonably anticipated when the Quotation was prepared.
- IV. If after submission of the Quotation, it is discovered that there was a manifest error when the Quotation was prepared.

6. Quotations are only valid for a period of 30 days from the date of the estimate unless stated otherwise on the estimate/quotation.

7. Where the date/and or time for works to be carried out is agreed by the Company with the Customer, then the Company shall use all reasonable endeavours to ensure that the engineer shall attend on the date and at the time agreed. However, the Company accepts no liability in respect of the non-attendance or late attendance on site of the engineer or for the late or non-delivery of materials.

7.1. Should an engineer not be able to enter the property at the time of the confirmed appointment due to no fault the engineer or the Company. The Company reserve the right to apply an additional charge of £70.00 + VAT.

7.2. The works shall be carried out during normal working hours, 8.00am to 5.00pm Monday to Friday, unless alternative arrangements have been made in writing to the Customer.

7.3. Any parking charges, congestion charges, low emission zone charges incurred by the engineer will be passed onto the customer.

8. The Company will not be under any obligation to provide a Quotation to the Customer and shall only be bound (subject as hereinafter) by Quotations given in writing to the Customer. The Company shall not be bound by any Quotations given orally or in which manifest errors occur.

9. Our prices assume that work will be carried out as per the agreed proposal between the Customer and the Company. Variations to the agreed proposal, abnormal working conditions or any other work found to be necessary at the time of installation may be subject to additional charges.

10. The Contract for works:

- I. The contract can be terminated or amended by the Customer for any reason with 7 days' notice prior to commencement of the work.
- II. A fee of 25% of the total estimate will be made to cover administration costs and the return of any goods to suppliers if less than 7 days are remaining.

11. Invoices are due for payment upon receipt of the invoice unless there has been an alternative written agreement in place with Andrew Walker (Company Director).

11.1. The Company will be entitled to add interest on a weekly basis on any amount not paid within 7 days of the issue date. Interest will be charged at 10% of the balance overdue.



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- 11.2.** The Company does not accept any responsibility for payments lost or delayed in the post.
- 11.3.** Projects may require a deposit to be paid before the work can commence. This amount will need to be received 1 week prior to the works commencing. Payment can be made by cheque or bank transfer.
- 11.4.** Payment of the works or the remainder of the works can be made by cheque or bank transfer.
- 11.6.** The Company reserve the right to withhold any test certificate until final payment has been made.
- 11.7.** After 30 days from the date of the invoice, the Customer will no longer be contacted by the Company. The Company will instruct their preferred company to recover the debt; the subsequent cost incurred by this, will also need to be paid by the Customer.
- 11.8.** The Company reserves the right to add any cost incurred, inclusive of legal fees, in the pursuit of payment to the amount owed.
- 12.** Title to any goods, supplied by the Company to the Customer, shall not pass to the Customer but shall be retained by the Company until full payment has been made. Notwithstanding the foregoing, risk in such goods shall pass on delivery of the same to the Customer, and until such time as title in such goods has passed to the Customer, the Customer shall insure such goods to their replacement value and the Customer shall forthwith, upon request, provide the Company with a certificate or other evidence of such insurance.
- 13.** Collection of non-stock materials/items is chargeable with the below in mind:
- I. Time taken to do so will be kept to a minimum.
 - II. The Customer will be informed wherever possible when the engineer leaves the premises.
 - III. If the collection time is likely to exceed 45 minutes the Customer will be additionally informed of the circumstances.
 - IV. Only one engineer can leave the job to collect parts.
 - V. The collection of materials which should be normally stocked items is non-chargeable.
- 14.** Guarantees & Warranties
- I. All products and materials are covered by their manufacturer's standard warranty. However, the manufacturer's warranty does not cover and labour cost for replacement products to be fitted.
 - II. Any products that require replacement under the manufacturer's warranty will be subject to a discounted labour charge of £50 + VAT per hour.
 - III. The Guarantee shall be for labour only in respect of faulty workmanship for 12 months from the date of completion with the manufacturer's warranty in force for materials used.
 - IV. The Guarantee will be null and void if the work/appliance completed/supplied by the Company is:
 - a. Subject to misuse or negligence.
 - b. Repaired, modified, or tampered with by anyone other than a Company operative.
 - c. The Company will not guarantee any work undertaken on instruction from the Customer and against the written or verbal advice of the engineer.
 - d. The Company will accept no liability for, or guarantee suitability, materials supplied by the Customer and will accept no liability for any consequential damage or fault.
 - e. Work is guaranteed only in respect of work directly undertaken by the Company and where payment in full has been made.
 - f. Any non-related faults arising from recommended work which has not been undertaken by the Company will not be covered under this Guarantee.
 - g. Should the Company agree to carry out works on installations of inferior quality, or over 10 years old at that date no warranty is given in respect of such works and the Company accepts no liability in respect of the effectiveness of such works or otherwise.
 - h. The company shall not be held liable or responsible for any damage or defect resulting from work not covered fully under the Guarantee or where recommended work has not been carried out.
- 15.** These terms and conditions may not be released, discharged, supplemented, interpreted, varied, or modified in any manner except by an instrument in writing signed by a duly authorised representative of both the Company and Customer. Further, these terms shall prevail over any terms and conditions used by the Customer or contained or set out or referred to in any documentation sent by the Customer to the Company; by entering into a contract with the Company the Customer agrees irrevocably to waive the application of any such terms and conditions.
- 18.** The Company shall not be liable for any delay or the consequences of any delay in performing any of its obligations if such delay is due to any cause whatsoever beyond its reasonable control and the Company shall be entitled to a reasonable extension of time for performing such obligations.
- 19.** The Company shall only be liable for rectifying works completed by the Company and shall not be held responsible for ensuing damage or claims resulting from this or other work overlooked or subsequently requested and not undertaken at that time.
- 20.** Unless otherwise informed prior to commencement of work, we will assume, you have in place welfare facilities and that they are available for our employees to use.
- 21.** The company reserve the right to use photographic imagery of works completed and ongoing, for company content. **Should you not wish for us to use imagery relating to your property, please confirm this in writing.**
- 22.** These terms and conditions and all contracts awarded between the Company and Customer shall be governed and construed in accordance with Scottish law and shall be subject to the exclusive jurisdiction of Scottish Law.
- 23.** These terms and conditions do not affect your statutory rights.