



REG No:602930

*Washington Home Electric Services
37 Coach Road Estate
Washington
Tyne & Wear
NE37 2EJ*

Trading Terms and Conditions

1. Definitions

- 1.1. The following definitions shall apply for the purposes of these standard terms and conditions of supply:
 - 1.2. "the Company" means Washington Home Electric Services.
 - 1.3. "the Customer" means the person, firm or company to be supplied with the Services and or Goods by the company.
 - 1.4. "the Contract" means the contract for services made between the company and the customer to which these conditions apply,
 - 1.5. "the Goods " means the goods, materials, and or other items to be supplied pursuant to the Contract,
 - 1.6. "these Conditions" means these "standard terms and conditions of supply,
 - 1.7. "the Services" means the services to be supplied under the Contract.
 - 1.8. "the customers premises" means the premises, land, or property on which the company is invited to work.

2. Basis of Contract

- 2.1. In any event these Conditions shall apply to each and every agreement for the supply of Services and Goods by the Company and supersede any previous terms and conditions of the Company and shall prevail over any other terms. No variations to these Conditions shall be binding upon the Company unless agreed in writing by it.
- 2.2. A customer's order shall be deemed to be accepted by the Company only if confirmed in writing by the Company or the Company acts upon it. The Company may alter or withdraw any estimate or quotation at any time prior to a Contract being entered into.
- 2.3. No order which has been accepted by the Company may be cancelled by the Customer except with the agreement in writing of the Company.

3. Price

- 3.1. The prices payable for the Services shall be those set out in the quotation.
- 3.2. Any work requested by the customer that is not set out in the quotation will be charged at the current rate person per hour and added to the invoice as extra work.
- 3.3. The Company reserves the right at any time to revise the prices to take account of any factor beyond the control of the Company, quantities or specifications for the Services and or Goods which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions, or because of previously unknown obstacles causing extra work or damage.

4. Terms of Payment

- 4.1. Subject to any special terms agreed in writing between the Customer and the Company and without prejudice to the Conditions above, the Company shall be entitled to invoice the Customer immediately upon completion of the services provided or goods supplied.
- 4.2. Where the customer has authorised payment by credit or debit card, payment will be taken automatically approximately two days after the date the invoice was issued.
- 4.3. Unless otherwise agreed in writing by the Company, payment for all fees, expenses and charges in respect of the Services shall be made by cash or cleared funds on or before the "Due Date" on the

Company's invoice.

- 4.4. Interest shall be payable on overdue accounts at the rate of 3 % per month from time to time to run from the date of invoice until receipt by the Company of the full amount whether or not after judgment.
- 4.5. The times of payment of the price of the services and all fees expenses and costs shall be of the essence of the contract,
- 4.6. If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:
- 4.6.1. cancel or suspend the contract
- 4.6.2. appropriate any payment made by the Customer to such of the Services and or Goods (other than goods Supplied under any other contract between the Customer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Customer).
- 4.7. The customer shall make payment to the company for any scheduled visit where work is not carried out, or partly carried out due to the following conditions on the site,(1) no reasonable access,(2) for reasons of health and safety.

5. Completion and Delivery

- 5.1. Completion dates for Services and or delivery dates for Goods set out in any quotation or acceptance are approximate only and the Company shall not be liable for any delay in completion of the Services and or delivery of the Goods howsoever caused. Time for completion and or delivery shall not be of the essence of the Contract.
- 5.2. Risk of damage to or loss of the Goods shall pass to the Customer at the time of delivery to the customer or if the Customer wrongfully fails to take delivery of the goods.

6. Liability

- 6.1. The Company shall bear no liability in respect of any damage by the Company to the Customer's premises in respect of which the Customer shall claim against its insurers.

7. Cancellation of contract.

- 7.1. The customer has the right to cancel a new contract (in writing or by email) that has a value of over £42 within fourteen days of the date that the contract was made only if that contract is classed by Government regulations as being an "off premises sale". If work is carried out within that first fourteen days and the customer cancels the contract after work has been carried out but within fourteen days of the original agreement being made, the work will be charged as a "one off job" with a minimum price of £250. All estimates and quotes that the customer agrees to, that have been sent by us via email are classed by Government regulations as being "on premises sale" and therefore cannot be cancelled by the customer.
- 7.2. All recurring contracts shall, unless otherwise agreed in writing between the Company and the Customer, be capable of cancellation by the Customer only after the minimum number of visits have taken place, and there upon the Customer giving to the Company one calendar months prior written notice and the Contract will expire at the end of such notice period, or immediately upon the Customer paying in advance a sum equal to the total cost of the outstanding scheduled visits for the minimum contract plus the one months notice period
- 7.3. If the Customer cancels a Contract for a "one off job", the Company may make a cancellation charge in respect of the Services calculated by reference to the number of hours spent on the Contract by the Company and its employees and its current hourly rate together with all reasonable charges incurred by the Company as a result of such cancellation.

- 7.4. The Company may terminate a Contract at any time after the minimum contract period has expired by giving one months notice.

8. Customer's obligations

- 8.1. The Customer undertakes promptly to provide the Company with all information which the Company may require in order for the Company to carry out its obligations under the Contract, this includes details of obstacles that could be damaged (such as pipes and cable) or may cause damage to the companies equipment, and the customer must have the property fully insured to cover any claim or damage caused by the company whilst in the process of carrying out the contract.

- 8.2. The Customer shall:

- 8.2.1. during performance of the Contract allow the Company, its employees and contractors immediate access to such part or parts of the Customer's premises as are reasonably required by the Company for the performance of the Contract between 7.30am to 7.00pm. Monday to Saturday inclusive and if the Company

considers it necessary and the Customer agrees, on Sundays between 10am to 4pm.

9. Copyright

- 10.1. These Terms and Conditions of Supply are the copyright © of Washington Home Electric Services and must not be copied for any purpose whatsoever, except with the written consent of the owners / directors of Washington Home Electric Services

11 .Complaints

Where we cannot resolve any complaints using our own complaints procedure, as a Which? Trusted Trader we use a Dispute Resolution Ombudsman for dispute resolution. In the unlikely event of a complaint arising and you wish to refer the complaint to them please contact 02380 070 121 or via their website. 