

# Terms of Business

## 1. Introduction

- (a) In these Conditions: **Designs** means the designs that we prepare for the Services; **Consumer** means an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession; **Contract** means any contract between you and us for the sale and purchase of Products, Services and Reports incorporating these Conditions; **Fee** means the Fee on the Quote or otherwise agreed by us; **Products** means the products identified on a Quote or otherwise provided by us to you; **Quote** means the quote for the Products, Services and/or a Report which we send to you, including any revisions made to the Quote by us; **Report** means an NICEIC electrical condition report; **Services** means the electrical installation and maintenance services including provision of the Products described in a Quote; **Site** means the location where the Services are to be supplied or for which a Design or a Report is to be prepared; **Trader** means a person acting for purposes relating to that person's trade, business, craft or profession; us/we means **Doctor Sparky Ltd**, a company incorporated under the laws of England with company number 07128884 of 51 Edgell Road, Staines, Middlesex TW18 2EP; **Working Day** means any day other than a Saturday, Sunday or public holiday in England; and **You** means the buyer indicated on the Quote or otherwise purchasing Products, Services and/or a Report from us.
- (b) These Conditions apply both to Consumers and Traders. Please note that different provisions of these Conditions may apply depending on whether you are a Consumer or a Trader.
- (c) If you purchasing on behalf of a Trader, you represent and warrant that you have the authority to bind the Trader.
- (d) We reserve the right to update these Conditions from time to time at our discretion. If we do so, the updated version will be effective as soon as it is accessible in respect of any subsequent purchase you may make.
- (e) If you need to contact us, please do so by email to [info@doctorsparky.co.uk](mailto:info@doctorsparky.co.uk) or by telephone on 01784 558 758 or 07970 970 880.

## 2. Ordering Products

- (a) You may only purchase Services from us if you are at least 18 years old and the Site is in the United Kingdom. Please contact us to discuss if you wish to purchase Services for a Site outside of the United Kingdom.
- (b) On receipt of a request to purchase Services, we shall, if we deem it necessary, contact you to arrange a suitable time and date to visit the Site in order to prepare the Quote.
- (c) We shall send to you the Quote within a reasonable time of our Site visit (if any) or within a reasonable time of your request to purchase Services.
- (d) If you wish to accept the Quote, you should notify us accordingly and pay to us 50% of the Fee within 30 days of receipt of the Quote. On receipt of such payment, a legally binding Contract shall come into existence. If you are a Consumer, you can cancel the Contract within 14 days of the date it was entered into unless we have with your approval begun to supply the Services. If you wish to exercise your rights under this Condition, contact us in writing and we shall refund any sums paid by you.

- (e) If you are a Trader, you agree that once the Contract has come into existence it may not be cancelled.
- (f) If you are a Trader, it is your responsibility to check the Quote carefully and notify us of any changes before you payment the first instalment of the Fee.

### 3. Fee And Payment

- (a) Unless we agree in writing otherwise, the Fee is due as follows: 50% is due on acceptance of the Quote as noted above; 50% is due after completion of the Contract. We shall issue invoices for each instalment, and each invoice is due within 10 days of receipt.
- (b) Payment can be made by credit or debit card, cash or cheque or direct bank transfer.
- (c) If you fail to pay an invoice and you are a Trader, we shall be entitled to claim costs and interest on any overdue invoice in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

### 4. Services

- (a) We shall provide the Services at the Site with reasonable skill and care. We shall use only competent persons to carry out the Services who are adequately and appropriately supervised.
- (b) If we are unable to provide the Services on the agreed date, we shall promptly notify you and arrange an alternative date.
- (c) For the avoidance of doubt, we shall have no additional liability to you, including for wasted expenditure, for any failure to deliver provide the Services or any delay in doing so that is caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident and/or transport issues.
- (d) We strongly advise that you do not schedule any works at the Site that are required to take place after the Services until the Services are complete.

### 5. Reports

- (a) We shall prepare the Reports with reasonable skill and care and in accordance with BS7671.
- (b) If we are unable to attend the Site to prepare the Report on the agreed date, we shall promptly notify you and arrange an alternative date.
- (c) Without prejudice to Condition 7 below, cables concealed within trunking and conduits, or cables and conduits concealed under floors, in inaccessible roofs paces and generally within the fabric of the building or underground, will not be visually inspected for the purposes of the Report unless specifically agreed between us prior to the inspection. In addition, the Report may include express limitations if any other part of the Site is inaccessible or not visible on a normal inspection.
- (d) The Report shall be prepared for the Site, and you shall not be entitled to rely on any part of the Report in respect of any other location. You may not sell the Report to any other party without our prior written consent.

## 6. Designs

- (a) You acknowledge that all copyright, design rights, trade marks and any other intellectual property rights of a similar nature in the Designs belong to us.
- (b) You shall not, and shall not assist or enable a third party to, copy the Designs or produce any products or provide any installation services to the Designs.

## 7. The Site

- (a) You agree that it is your responsibility to ensure that the Site and access to the Site is suitable to enable us to provide the Services and to prepare the Report. Furthermore, you must ensure that all planning permissions and approvals, business regulation approvals and other permissions and consents that may be required in relation to the Site are obtained before the Services take place. If we receive a fine or otherwise suffer any losses or expenses because you have failed to obtain all necessary permissions and consents in respect of the Services, you shall pay that fine and reimburse us in full for all such losses and expenses.
- (b) If you fail to make the Site available either for the Site visit to enable us to prepare the Quote, the Report, the Design, or to provide the Services, we shall be entitled to charge you a fee for any further visit that we are required to do to comply with our obligations under the Contract. We shall also be entitled to charge you a storage fee for the Products if we are unable to provide the Services as a result of your act or omission.

## 8. Warranty

- (a) We warrant that the Products shall be of satisfactory quality, fit for purpose and shall comply with the Designs (if any).
- (b) If within 12 months following the date of the Services, the Products do not comply with this warranty, you shall notify us accordingly. We may ask you to send photographs of the Products, or allow us the opportunity to inspect the Products. We shall be entitled to visit the Site to inspect the Products. If the Products do not comply with the above warranty, we shall repair or replace the Products and these Conditions shall apply to such repaired or replacement Products and Services.
- (c) This warranty shall not apply if: (i) any part of the Fee is outstanding; (ii) the Products have been damaged by your act or omission; and/or (iii) you or any third party has attempted to repair the Products except to ensure that there is no health or safety risk.
- (d) If you are a Consumer, for further information about your legal rights in the UK, contact your local authority Trading Standards Department or Citizen's Advice Bureau. If you have any complaint or wish to raise a dispute please contact us first and we shall do our best to resolve it. We maintain a record of all complaints received about the technical standard of our Services together with such remedial action taken to resolve the complaint. You may also contact the NICEIC.
- (e) There may also be a manufacturer's warranty in relation to the Products and we shall notify you accordingly in such circumstances.

## 9. Additional Terms for Traders

- (a) These Conditions supersede all prior representations or arrangements, and contain the entire agreement between the parties in connection with the Products. All other terms and conditions, express or implied, are excluded to the extent permitted by law. None of our representatives are entitled to amend these Conditions except in writing signed by a director. All samples, descriptive matter and advertising issued by us and any descriptions or illustrations provided to you are given for the sole purpose of giving an approximate idea of the Products described in them.
- (b) Notwithstanding the provision of Services, ownership of the Products shall not pass to you until we have received in full (in cash or cleared funds) all sums due in respect of the Products. Until ownership of the Products has passed to you, you shall (i) not charge the Products in any way or grant or give any interest to any third party in the Products; and (ii) maintain the Products in satisfactory condition and; (iii) keep the Products insured on our behalf for their full price against all risks to our reasonable satisfaction.
- (c) Until you have paid for the Products in full, you grant to us, our agents and employees an irrevocable licence at any time to enter the Site (i) in order to inspect them, and, (ii) if you take steps to enter into liquidation or administration, or if we reasonably believe you are likely to do so, to recover the Products from the Site.
- (d) You shall be responsible for all storage costs, additional delivery costs and other costs incurred by us as a result of failure to make the Site available to us in accordance with these Conditions.
- (e) To the extent permitted by law, we will not be liable to you for any loss of profit, loss of business, loss of goodwill, reputation or wasted expenditure, or for any indirect or consequential loss, damage or expenses howsoever arising out of these Conditions whether or not advised of the possibility of the same.
- (f) Our maximum liability for any claim by you whatsoever, including breach of contract and tort including negligence or otherwise, shall be limited to the Fee paid for the Contract that is the subject of the claim.
- (g) Nothing in these Conditions is intended to limit our liability for fraud, death or personal injury or other loss that may not be excluded or limited by English law.

## 10. General

- (a) We shall be entitled to use your name in association with any testimonial you provide to us on our marketing materials, including on our website.
- (b) We shall not sub-contract our obligations under a Contract without your prior written consent.
- (c) If any provision of these Conditions is found by a court of competent jurisdiction to be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired and shall continue to have full force and effect.
- (d) No party except the parties to a Contract shall have any right to enforce these Conditions. Accordingly, the Contracts (Rights of Third Parties) Act 1999 shall not apply.
- (e) These Conditions and any contract to which they apply shall be governed by the laws of England and Wales and are subject to the jurisdiction of the courts of England
- (f) We shall process your personal data in accordance with our Privacy Policy available on request.
- (g) We have a written health and safety policy statement which is also available on request.