

## Sales Contract with JEPSMART Electrical & Property Services

In this document JEPSMART Electrical and Property Services will be referred to as Us, We and Our. You, the consumer will be referred to as You and Your. By asking for and permitting Us to undertake work for You, You are accepting these terms and should notify Us at the earliest opportunity if You feel a particular condition gives cause for concern or confusion.

The very act of You requesting and accepting Our services and/or goods enters both parties into a binding sales contract. This standard consumer law contract for the provision of goods and/or services provides You, the Consumer, with protection and is so well defined that the need for detailed terms and conditions is almost unnecessary. However, to assure You that You're engaging the right company for the job and to provide some insight into how Our trade operates We will outline some of Our conditions, though please note that Your basic consumer rights are not affected.

### 1. Estimating and preparation

- 1.1 Our estimates, designs, specifications and other supporting documents are prepared on Our interpretation of Your requirements, usually following a home visit. We aim to deliver Your exact needs so it's important that You thoroughly check these documents provided and be satisfied that We have fully understood. Please seek clarification where You are unsure as soon as possible; We will happily discuss in further detail how We will undertake Your project so You can be assured We will get it right first time.
- 1.2 The work will be undertaken during a period of time agreed with You, normally during Our standard operating hours of Monday to Friday 8am to 6pm. We will let You know what time of day to expect Us to arrive; however, Our arrival times are estimated based on many variables such as how long the previous job will take, traffic, weather etc. We will always do Our best to arrive within the proposed timeframe but sometimes this is out of Our control. Where We will be significantly earlier or later than the agreed time We will let You know via text, phone or email.
- 1.3 If You contact Us and ask Us to attend to an urgent matter outside of Our standard operating hours, or insist We down-tools on a current job during Our standard operating hours to attend an emergency, this will be classed as a 'Call-out'. A Call-out will attract a premium rate as it means interference and inconvenience with prearranged plans. The Call-out labour rate will be agreed with You at the time of contact; in addition to the hourly rate all materials Used and any associated certification will be charged for. We try to repair urgent faults in a temporary manner to minimise costs and disruption with a further visit booked during standard operating hours to affect a permanent solution. The minimum labour charge of any Call-out is £60 regardless of whether You cancel the job whilst We are en-route or whether We manage to affect repair within minutes of arriving. We believe this fee is reasonable and allows Us to continue to offer a fair priced responsive service.
- 1.4 Our estimated prices assume We will have unhindered access to Your property and the relevant work area by prior agreement. We expect that water and electricity supplies are available and toilet facilities are provided for Our team's Welfare.
- 1.5 If You ask Us to undertake any work in addition to that which is detailed on Your estimate You will be charged a reasonable fee for labour and materials in keeping with the pricing schedule for the main project. We will always try to accommodate minor requests at no additional charge but please understand that this may not always be possible. We will not Usually have time to provide a written estimate for small variations once the project has begun; however, You may ask for a written or

verbal estimate before We start work on additional items provided the delay does not hold up ongoing work tasks that will force Us to incur delays/additional costs.

- 1.6 We often face unexpected challenges during Our projects, sometimes these can be ignored but more often than not they have to be rectified in order to continue the project and will likely not be covered within the estimated costs. We promise to alert You to such matters as soon as is reasonably possible and We will always ask You how to proceed unless We can fix the issue within the scope of the agreed estimate. If additional costs are likely We will never proceed without Your agreement. We promise to be honest with Our findings, provide photos as necessary, explain Your options, costs and timescales and work with You to find the best solution. We are experienced in dealing with the unexpected and ask that You work with Us and be guided by Our experience.
- 1.7 We are not currently VAT registered which means We do not charge VAT on Our services making Our prices more affordable.
- 1.8 Our estimates are valid for 30 days from the date of issue unless otherwise specified on the estimate document.
- 1.9 We recommend that You procure Your own goods and installation materials for Us to install on Your behalf. This ensures there is clarity over ownership, You know You are getting the correct products, You know who the supplier is and it enables You to find the best deals. We are happy to spend time guiding You towards choosing the correct and preferred products for the job. If You prefer that We procure these fittings and installation materials on Your behalf for Your convenience it is Our pleasure to do so; however, We ask You to consider these points:
  - a. Some people have very exact requirements in mind for the products/materials they want in their home. If this is You then please ensure You are explicit in Your request, for example, there are many different brands, styles and colour of light fittings and light bulbs, the variations are limitless. If Your request is not specific enough We may inadvertently, but in good faith, install a light fitting that You are not happy with; replacing light fittings, for example, after they have been installed may attract additional costs;
  - b. If We procure and install a product for You on Your behalf We will have purchased what We were led to believe was a quality item in good faith from a reputable supplier, just as You would have done if it was You at the sales counter. If this product fails within an unreasonable timeframe We understand Our liabilities under consumer law but ask that You are patient with Us to affect a remedy. We will endeavour to work with You to remedy the fault assuming the fault arises within a reasonable timescale of it being supplied and installed and has not been misused. We do not install goods expecting them to fail earlier than might be expected so We will be just as disappointed. Depending on the failed product, costs may be incurred to strip down an installation to extract, remove and/or replace a faulty product that We procured for You. We will discuss the nature of the work involved, highlight any necessary costs and ask that You make a reasonable agreement with Us in relation to recovering these costs.
- 1.10 As soon as You ask Us to proceed with Your project You have the right to cancel Your request within 14-days. If We are due to commence work on Your project within this 14-day period You will be asked to sign a form waiving Your right to cancel. Please refer to section **9. Right to Cancel**, below.

## **2. Installation**

- 2.1 We undertake all electrical work based on the assumption that the existing electrical installation, and specifically the electrical circuits which are to be altered or added

to, conforms to the current edition of BS7671 Wiring Regulations, including earthing and bonding requirements. If We find that the existing installation does not conform to the current Wiring Regulations We may need to apply additional charges.

- 2.2 All new electrical installation work will comply with Building Regulations and Wiring Regulations and We will inspect, test and certify it as applicable in accordance with the Regulations in force at the time of the works commencing.
- 2.3 Unless otherwise agreed with You, all cables will be concealed by chasing into the building fabric or concealed in building voids/under floors/stud walls etc. Where this is impractical or deemed more appropriate/cost effective cables will be surface mounted with clips or housed within trunking/conduit.
- 2.4 We will patch-plaster all cable chases and openings for electrical back boxes; however, final finishing by sanding/blending of the patched area and redecoration is excluded unless otherwise agreed with You and detailed in the estimate.
- 2.5 We will not charge extra for lifting or removing floor coverings to access concealed installation work. We will endeavour to take care of and refit them to a reasonable standard; however, consideration should be given to employing a floor covering specialist post-completion at Your cost to affect a fully satisfactory reinstatement.
- 2.6 All efforts will be made to undertake installation work in a manner that minimises mess and disruption; however, electrical installation work often leads to opening up the building fabric which is impossible to completely contain. We will, however, leave the work area as clean as possible by using dust sheets and vacuum cleaning equipment as necessary. You may find that a deep-clean of the work area post-completion at Your expense will be beneficial.
- 2.7 If asbestos, or material suspected to be asbestos, is found during the project then We may not be able to safely proceed without seeking professional advice or asbestos testing at Your expense - this is for both Your and Our safety.

### **3. Exclusions**

- 3.1 Clearing and/or moving of furniture and other items blocking access to work areas are not included unless otherwise agreed in writing.
- 3.2 Making-good and redecoration is excluded unless specified in the estimate.
- 3.3 Disposal of associated waste is not included unless specified in the estimate.

### **4. Variations**

- 4.1 All extras and variations must be agreed in writing prior to commencement to avoid any confusion when it's time to pay invoices, notwithstanding point 1.5, above.

### **5. Deviations**

- 5.1 All work, where applicable, will be executed in compliance with applicable Building Regulations and Wiring Regulations in force at the time of the work commencing. You may instruct Us to deviate from such Regulations at Your own risk in which case a written instruction and acceptance of liability will be required for Our records.

### **6. Risk and Title of Goods**

- 6.1 The risk of all goods supplied by Us shall pass to You upon completion of the project; however, We understand Our responsibilities under the Consumer Law Act and will endeavour to work with You should a product fail before it is reasonably expected to do so, please refer to section 1.9 above.
- 6.2 All goods supplied by Us shall remain Our property until all outstanding invoices have been paid in full. Some goods supplied by Us may be removed from Your property if an invoice remains unpaid unless it is being processed through arbitration.

6.3 Please note that You are responsible for removing or protecting any fixtures, furniture, equipment and/or ornamental items etc that are vulnerable to damage prior to work commencing. If there are any items that cannot be removed but are vulnerable or irreplaceable then please ensure these are brought to Our attention prior to work commencing so We can arrange to safely work around and preserve the respective items. We regret that may not be liable for damage innocently caused to Your property/possessions where We have taken adequate measures to preserve them or You have failed to notify Us of their presence and/or value be it financial or sentimental.

## **7. Guarantee**

7.1 We are pleased to guarantee all Our work for a minimum of 12-months from the date of completion. Such cover does not extend to goods not supplied by Us nor does it cover accidental damage, misuse, tampering or wear and tear to items installed by Us whether We supplied them or not. We understand Our position within the Consumer Law Act and will fulfil Our requirements in this regard as necessary provided You work with Us to agree a suitable solution.

7.2 Some of Our electrical work will qualify for the NICEIC's 6-year Platinum Promise insurance-backed warranty, please ask Us if You're not sure if Your work qualifies.

## **8 Payment and Customer satisfaction**

8.1 Payment of Your project is due within 24-hours of completion by cash or bank transfer. We no longer accept cheques for amounts less than £250.

8.2 You will be charged as per the amounts detailed in the estimate provided, or where an estimate is not provided, at the hourly or daily rate agreed plus materials used and certification. If the estimated costs are likely to change once work has commenced due to unforeseen circumstances then You will be consulted on how You would prefer to proceed as per section 1.6 above.

8.3 You may be asked to provide an upfront part-payment for projects requiring professional consultation and/or large quantities of materials; in this instance You will be notified in writing or in person during a home visit.

8.4 If You are unhappy with Our work or goods supplied at any time then please tell Us immediately so that We can start to correct matters. Consumers also have obligations under the Consumer Law Act and as such We ask that You notify Us of any problems You experience and offer Us the opportunity to put these right.

8.5 We may take photographs of Our work and other areas of Your home associated with Our work; We will use these photos on Our website and possibly other marketing mediums but will not reveal any personal or sensitive information.

## **9. Right To Cancel**

9.1 Instructions for Cancellation – You have the right to cancel this contract within 14 (fourteen) days without providing any reason. The cancellation period will expire after 14 consecutive days from the date on which You agreed to proceed with Our services and/or receive Our goods as per Our estimate/s. To exercise Your right to cancel You must notify Us of Your decision in writing. This can be a letter sent by post, an email or by completing and submitting the 'Right to Cancel' form template below; however, it is not obligatory to Use this form. Our contact details are listed at the end of this document. To meet the cancellation deadline of 14 consecutive days, it is necessary for You to send Your communication notifying Us of Your decision to exercise Your right to cancel before the cancellation period has expired.

9.2 Effects of Cancellation – If You cancel this contract within the 14-day right to cancel period, We will reimburse all payments received from You. We may make a deduction from the reimbursement for loss in value of any goods ordered and/or

supplied, if the loss is a result of unnecessary handling by You. We will make the reimbursement without undue delay, and not later than:

- a) 14 consecutive days after the day We receive back from You any goods supplied, or;
- b) (if earlier) 14-days after the day You provide evidence that You have returned the goods, or;
- c) If there were no goods supplied, 14-days after the day on which We are informed about Your decision to cancel this contract.

We will make the reimbursement using the same means of payment as You used for the initial transaction unless You have expressly agreed otherwise; in any event, You will not incur any fees as a result of the reimbursement. If You have received goods in connection with the contract We shall collect these goods at Our expense unless You choose to bring them to Us. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

9.3 Work begun prior to the expiry of the Cancellation Period – If You have agreed in writing that installation work will commence before the 14-day right to cancel period expires, and You subsequently cancel in accordance with Your rights, You are advised that reasonable payment will be due for any work carried out and/or goods supplied and/or installed. You must confirm in writing that work may commence before Your cancellation period expires. In this instance We will ask You to sign a waiver that will waive Your rights to cancel.

9.4 Related Credit and Other Agreements - If You decide to cancel Your contract for Our goods and services, then any credit agreement and any other ancillary contracts related to the main contract will be automatically cancelled.

9.5 Cancellation Notice – Please complete, detach and return this form below within the 14-day right to cancel period ONLY IF YOU WISH TO CANCEL THE CONTRACT.

**To: JEPSMART Electrical & Property Services, 15 Hazel Beck, Bingley, BD16 1LZ.**

<b>Name of contact:</b>	<b>Chris Jepson</b>
<b>Estimate Reference No:</b>	

I hereby give notice that I wish to cancel my contract of sale of the following services and/or goods within the 14-day right to cancel period:

<b>Date ordered:</b>	
<b>Date services/goods received (if applicable):</b>	
<b>Customer name and address:</b>	
<b>Customer signature:</b>	<b>Date:</b>

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