

Terms and Conditions

1. INSTRUCTION TO WORK

An instruction to carry out work, whether written or verbal, shall be taken as an acceptance of these terms and conditions unless the work is subject to different terms and conditions in a written contract signed by both parties.

2. DEFINITIONS AND BASIS OF PRICING

a) A **Budget Price** is given as a guide for budgeting purposes when limited information is available in the early stages of a project. It is not an offer to carry out work for the price given. An estimate or a quotation should be obtained when more information is available.

b) An **Estimate** is an approximate price given either as a range or a percentage variation and constitutes an offer to do the work within the stated limits. It is used where an exact price is not required or there is inadequate information to give one.

c) A **Quotation** is an offer to do the work specified at the fixed price given.

d) A **Provisional Sum** is an allowance made for a specific part of the work when there is inadequate information to include a fixed price for it. The sum is chosen with care but the final cost may vary considerably. An estimate or a quotation should be obtained when more information is available.

e) **Daywork** indicates charges for labour and materials used where either a price is not needed, there is not enough time to prepare one or it is not practical to give one due to unknown elements of work. Fault finding is a typical example and the time taken to locate the fault will often be longer than the time to fix it.

f) **Schedule of Work** The price is based on the schedule of work. This may be provided by the client or prepared by the contractor. It is the basis of the contract and clients should check it carefully to ensure it meets their requirements as variations will change the price.

3. CONDITIONS

a) The price is based on normal working hours, 8 am – 5 pm Monday to Friday, unless otherwise stated.

b) Prices do not include any charges made by the network operator or energy supplier unless specifically stated. These charges may be made for any work up to the meter including connections to meter or earthing terminal.

c) All possible care will be taken in carrying out the work and the price includes making good unless otherwise stated in the schedule of work. This will mean plaster work made good to the original finish and floorboards screwed down. It will not include redecoration.

4. VARIATIONS

a) Unless otherwise stated in the estimate or quotation all costs for variations listed below may be passed on to the client:

i) Changes in labour and/or wholesale material costs subsequent to the date of the estimate or quotation.

ii) Additional work arising from adverse structural conditions revealed during the course of the work and which could not reasonably have been foreseen.

iii) Inspection & tests are carried out to British Standards. 10-20% of accessories are sampled and concealed cables are not inspected (e.g. under floorboards). Remedial work may expose further faults.

iv) Additional visits required as a result of changes to a previously agreed schedule.

v) Waiting time or additional visit where access is not available at an agreed appointment.

b) Variations shall be notified as early as possible to minimise the impact on the job and because changes can be disproportionately expensive. Ideally this will enable a revised price to be agreed prior to work being carried out. Instructions for work to proceed without such agreement will be required in the form of a signed variation log and taken to mean acceptance of charges on a daywork basis (see 2e) at the same rates as the priced work.

c) Should variations be necessary when the client is not available, and permission has been given on the quotation acceptance form, the work will be carried out in the manner we consider to be most suitable. We will keep this to a minimum until contact can be made. The rest of the work relating to the variation may then be cancelled without further cost. If permission has not been given then no work will be carried out until contact can be made.

5. GUARANTEE

We undertake to carry out work to a standard at least in accordance with such relevant regulations as are in force at the time. The completed work will carry a 10 year guarantee against faulty workmanship or installation materials. Electronic devices, luminaires and appliances are excluded from this warranty but will be covered by the manufacturer's warranty, a minimum of one year, in addition to your statutory rights. Lamps do not normally have any manufacturer's warranty but please contact us if you feel a lamp has failed prematurely.

The implementation of this guarantee shall only be carried out by company staff or persons instructed by the company. No responsibility is accepted by repairs or alterations effected by anyone else.

Note: Where we specify materials these will commonly have a guarantee well in excess of one year, e.g. 10 years for the low voltage transformers we generally use. To be able to offer this the manufacturers have a proven track record of reliability.

6. PAYMENT TERMS

a) **Payment** should reach us by the date given on the invoice. This will be 10 days from the date sent for domestic clients and also non domestic clients from 1st July 2012 unless special terms have been agreed since.

b) **Interim Accounts** If the work spans more than one calendar month invoices will be submitted monthly. This will account for work done, materials used and/or specially ordered and held during that month.

c) **Queries** should be notified as soon as possible, preferably within seven days, so that they can be dealt with effectively.

d) **Overdue Accounts** will be subject to debt collection costs once passed to a debt agency. For NON DOMESTIC clients we also understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed terms.

e) **Materials Supplied** shall remain the property of the company until paid for in full.

7. STATUTORY RIGHTS

Nothing in these Terms and Conditions affects your Statutory Rights. Please note your statutory cancellation rights are not affected. It is our responsibility to supply you with goods that meet your consumer rights. If you have any concerns that we have not met our legal obligations please contact us. Contact Consumer Direct (08454 04 05 06) for details or visit their web site at <http://www.consumerdirect.gov.uk>.

8. DISPUTE RESOLUTION

If you have a query or wish to raise a dispute please contact us in writing at the address overleaf or by email to enquiries@rigoldfinch.co.uk. Please see our website for our complaints procedure. If you feel we have not resolved the issue we are members of several resolution schemes. Generally for technical issues contact the NICEIC at <http://www.niceic.com>; for other issues <http://www.kent.gov.uk/business/trading-standards>.

9. CODES OF CONDUCT

For our membership schemes' Codes of Conduct please contact them directly on the websites listed above and below:

<http://www.trustmark.org.uk/government-standards> <http://www.niceic.com>

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