



Style Commercial Services Ltd

1. The Contractor will carry out and complete the following work(s) using reasonable skill and care at either the address of the customer or at the works location address. The customer must, at all reasonable times or as agreed, allow access to the work area, until either a works completion certificate is issued or the works are terminated in accordance with clause 19 or 20.
2. The documents that identify, describe, detail or design this work and on which this price is exclusively based, are all listed in the Quotation attached. The Contractor accepts no responsibility for any drawing, design or specification etc., not prepared by him.
3. The Contractor (*Defaults to the client if un-amended*) is responsible for getting any necessary Local Authority approvals, liaising with supply / statutory authorities, arranging inspections and testing, organising and paying all fees, charges or disbursements not identified in clause 2 of this agreement. It is the client's sole responsibility to notify any third parties who may have an interest in the property.
4. The work will be undertaken as expeditiously as possible. Hours will be Monday to Friday, 8.00 am to 5.00 p.m.
5. The price of this contract is detailed in the contractor's Quotation (attached hereto), and is subject to these terms and conditions. If for any reason there is no quoted price, then the Contractor shall be entitled to a reasonable sum based on the Contractors Scheduled rates mentioned above.

6. TERMS OF PAYMENT

- (a) The contract price excludes V.A.T. which will be added to the bill, at the rate prevailing, at the time of invoice.
- (b) This price does not include for any item not specifically identified in the contractor's quotation, or that could not reasonably be inferred as being necessary to complete the works.
- (c) The customer is aware that the final bill may change from the contract price (see Clauses 4, 13 and 14).
- (d) A deposit or pro-forma payment maybe required – see quotation. This is refundable if the customer exerts his/her rights under **clause 8**, of the agreement (see The Cancellation of Contracts).
- (e) For works where completion is expected within four consecutive weeks, the final balance will become due thirty (30) days following the dispatch date of the invoice.
- (f) Invoices for works exceeding four consecutive weeks, will be issued on a four weekly basis and become due thirty (30) days following the dispatch date of the invoice.

7. Recovery of Overdue Amounts

The customer will pay interest and compensation on any overdue amount at the level and rate set by The Late Payment of Commercial Debts (Interest) Act and regulations made there under

8. Right to Cancel (The Cancellation of Contracts made in a Consumer's Home or Place of Work etc. Regulations 2008).

- (a) The customer has the statutory right to cancel this agreement within 7 days of signing the contract. He will not then be charged for any goods, services or credit agreements entered into that relate to this contract. The cancellation must be in writing and comply with this clause.
- (b) The contractor is not required to perform the contract until the 7 day 'cooling-off' period has passed, except when the customer issues an instruction in accordance with the '**Instruction to start work during the Right to Cancel Period**' as the form attached – Schedule 1.
- (c) The customer may use the '**Cancellation form**' – Schedule 2, to cancel the contract any time within the 7-day period. If he chooses not to, then his cancellation notice must quote the contract reference number that appears at the head of this agreement and be sent to the person identified on page one.
- (d) The notice of cancellation must be delivered by hand, posted by first class post, or emailed. There are no obligations to ensure that it is received. The contractor asks the customer, should he wish to cancel, to telephone the contractor to confirm his intentions.



Registered Office: Spencer House
114 High St, Stourbridge. DY8 5QR
Registration No 6406111





- (e) If the customer cancels this contract during the cooling-off period, then save for where the form Schedule 1 has been employed, the contractor will refund any money paid in connection with the contract. Where cancellation occurs within the 7 day period but after form Schedule 1 has been employed, the refund will be in accordance with clause 20 (f).
- (f) The customer will pay, to the date of cancellation, all costs of goods and services delivered and/or rendered to that date. The contractor may, at his sole discretion, refund the customer the contractor's purchase cost of recovered stock. All costs to be calculated by reference to Clause 14 **Daywork**. The contractor agrees to act in 'good faith' during the period following the cancellation.
- (g) Cancellation of this contract, under this clause, will also cancel any related credit agreement.
- 9. PROPERTY INSURANCE:** The customer will advise their own building and contents insurer of the nature and extent of the works and any supplementary details the insurer or any third party may require.
- 10.** The customer is responsible for liaising with local residents or the general public who may be affected by the works. The contractor will co-operate with all agencies and local authorities acting at the Customer's request.
- 11.** It is the customer's responsibility to remove and / or protect all furniture, fixtures and fittings likely to be affected by the contractor's work. The customer will ensure that no item, goods or materials of value, either sentimental or financial, are left on the premises during the period of the works. The customer must appreciate that dust, vibration and noise will accompany the works.
- 12.** The customer will provide the necessary facilities of power, water and toilets, with sufficient space to allow the contractor to economically perform both his work and the resultant employee cleaning operations. The Contractor may make alternative toilet arrangements at his sole discretion.
- 13. CHANGES.** The contractor will undertake all reasonable changes to the work but shall not be obliged to do so without written confirmation of the changes being first provided by the customer. The contractor is entitled to make a reasonable charge for the direct (visible) and indirect (consequential) cost of any change. Changes will be valued in accordance clause 14 of this agreement.
- 14.** Daywork - Payment for works not included in the contract price will either be:-
- By agreement i.e. priced and agreed before works start or,
 - In accordance with contractors scheduled rates
- 15.** The contractor will take full responsibility for the work, including any work carried out by his subcontractors. The laying of services is by the shortest practicable route. The contractor will put right, at his own expense, any loss or damage caused either by himself or his subcontractors, however whilst reasonable care will be taken, the price does not include for incidental redecoration or other works consequent upon the proper execution of the work.
- 16.** The Contractor will meet legal insurance requirements for the Contractor's employees; and will provide suitable cover against injury to third parties or damage to third party property under a policy of public liability insurance, to a maximum value of £5 million. The Contractor's contribution (if any) to any losses, claims or counterclaims suffered or made by third parties, is capped at a maximum value of £5 million, unless otherwise agreed in writing between the Contractor and the Customer.
- 17.** The Contractor will ensure that the site is left clean and tidy at the end of every working day and will leave the site, at completion, in a fit and proper state of readiness, in expectation of the customer's reasonable requirements. The Contractor is responsible for the removal of such waste. The contractor owns any skips, rubbish bins or disposal equipment placed on site for his purposes. Subject to the quotation and specified requirements referred to there in. (Should any concealed waste be found during the works this shall be charged at the contractors disposal costs)
- 18.** The Contractor is responsible for maintaining safety on the site, in accordance with legal requirements.
- 19.** The Customer may end the contract by written notice to the Contractor if the Contractor:
- 19.1 fails, without reasonable cause, to carry out and/or complete the work with reasonable skill, care and progress; or
- 19.2 fails, without reasonable cause, to follow the customer's instructions, for 14 days after receiving a first written notice



from the Customer specifying the failure; or

19.3 goes into bankruptcy, administration, C.V.A .or liquidation.

In any of such cases, the Contractor must stop working, and another contractor may be employed to complete the agreed works. All unfixed material must be returned, by an appropriate means, to the original contractor. The cost of termination, repatriating materials and employing a new bone fide contractor, to complete the works, will be deducted from any amount due to be paid to the contractor.

20. The Contractor may end the contract by written notice to the Customer if the customer:

20.1 delays the work for 4 weeks or longer without reasonable cause, except by previous agreement; or

20.2 does not make the agreed stage payments for work that has been completed to the Customer's satisfaction for 14 days after receiving a written notice that the payment period is overdue; or

20.3 goes into bankruptcy

In any such case the Customer must pay for the work already carried out, as well as for goods and materials legitimately purchased for the work (whether left at the place of work or not). The contractor may credit, at his sole discretion, the value of any unused materials.

21. **The Certification of Work.** Work executed exclusively under this agreement will be certified in accordance with statutory requirements; certificates will be issued within fourteen (14) days of completion.

22. **Customer Satisfaction.** The contractor will follow the ECA Code of Fair Trading, so far as it relates to electrical work or works are to follow the code of practice set out within the FSB code. The client will inform the contractor of any defects, deficiencies or disputes within seven days of the completion of the works and will permit the contractor, in the first instance, to use his best endeavours to resolve any problems. The client shall not be entitled to exercise any trade association's complaints procedure without first exhausting the contractor's complaints procedure (full copy to be given upon request). The ECA complaints service is available thereafter, from the Electrical Contractors' Association. Where the ECA Works Completion Certificate is issued, the works are guaranteed in accordance with the ECA Guarantee of Works scheme, details of which are available on <http://www.eca.co.uk/> FSB details are available on <http://www.fsb.org.uk>

23. The Contractor shall charge the client for the provision of a quotation ("the quotation charge") for the works to be done. Such charge shall cover the reasonable costs of the contractor in pricing the quotation. In the event that the quotation is accepted by the client then "the quotation charge" shall be waived, in any event the contractor may in its absolute discretion wavier "the quotation charge"

24. The Law of England and Wales shall apply to this agreement. The parties to this agreement do not intend that any of its provisions shall be enforceable by any person by virtue of the Contracts (Rights of Third Parties) Act 1999. Any written notice mentioned above shall only be effective when sent by first-class post to, or delivered at, the last known address of the party to whom it is addressed, or when handed personally to that party.

Client..... Date.....

Client Representative.....Position.....

Representative's Signature.....



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