

TERMS & DILIMBERS. PENNINGTON'S ELECTRICIANS & PILIMBERS. PENNINGTON'S ELECTRICIANS & PILIMBERS. PENNINGTON'S ELECTRICIANS & PILIMBERS. PENNINGTON'S ELECTRICIANS & PILIMBERS. PENNINGTON'S HIRCHARS & PLUMBERS.

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Standard Terms, Conditions & Important Further Information -

<u>Fixed Price Estimates –</u>

All our fixed price estimates typically allow for the necessary labour, materials, plant and equipment based upon information provided by you at our initial site survey or through information provided via phone and/or email and are subject to VAT. Whilst every care is taken in the formulation of our estimates, the proposals and suggestions are made according to our estimator's impression of the information received and/or from the site survey. No responsibility can be accepted by Pennington's for any omissions or errors that may lead to additional charges for extra works arising from unforeseen circumstances. All parking costs, congestion charging, unless otherwise specified are in addition to your estimate and if permits are available, they must be arranged by you prior to the commencement of works. Any alterations or additions to our estimates may incur additional costs. Any works outside the scope of our original estimate will be deemed to be variations and may be subject to additional costs.

Should are engineers arrive on site and the agreed works are altered in any way by yourselves from the original estimate and without prior written notice of up to 24 hours, then we reserve the right to charge for any additional works in accordance with our standard hourly rates as listed on our website and any deductions/omissions you make, we also reserve the right to ensure our costs are covered for our engineer's time which may be in line with the original estimate costs. We cannot guarantee completion dates for additional works and further visits may be required.

All our estimates remain open for acceptance for a period of 1 month. If you are satisfied with our scope of works and pricing proposal and wish to proceed with your works you will need to reply via email to the office. On receipt of your acceptance and deposit (if applicable), we can arrange for a suitable date for the works to commence.

Our team of estimators will carry out your estimate and then all works, once accepted are passed to our engineers for installation and certification purposes. Our estimators will always endeavour to interpret your requirements as carefully as possible and we therefore ask that you read through and check the scope of works, terms and conditions and pricing proposal before accepting the works as this forms the basis of our contract with you. Our engineers will be passed your scope of works and will be briefed prior to commencing works, you or a responsible person must be available on the date of works commencement to ensure that everything is carried out to your exact requirements.

No Liability will be accepted by Pennington's for any misunderstandings on site if you are not available that could have been rectified in person and any additional costs incurred for revisits may be passed onto you.

Payment Terms -

Some of our fixed price works may incorporate an initial deposit payment followed by interim staged payments. The deposit will be based upon the level of materials required up front to be ordered and labour allocation. Staged payments will be costed in accordance with the progression of works with a final works completion invoice being issued on the very last day of works completion and must be paid within 24 hours unless otherwise agreed. Works cannot commence and/or continue until all payments are received in full and no certification will be released until final payment is received.

We reserve the right to charge an additional 2% per day on any late payments over the due date. Any unpaid Invoices may result in Legal Action being taken against you in the form of a third-party Debt Recovery Company being instructed and potential Court Action and any resulting additional charges incurred from Legal Action will be added to your unpaid Invoice.



Works Programmes -

Should you require a specific programme of works then this must be agreed in writing prior to commencement of works. However, we cannot ever guarantee a completion date for any works due to any potential unforeseen circumstance such as the availability of parts and materials, changes in the specification, the need for additional works to be undertaken, adverse weather etc.

Should you alter the programme without prior written notice we cannot guarantee a return date to continue/complete works and a revised programme will need to be agreed. Pennington's cannot expect any liability for costs associated with changes to programme of works due to supply of materials/labour/specialist equipment/specification changes etc.

Call Outs/Hourly Rate Works -

All reactive/call-out/hourly rate works allow for a minimum of one-hour, labour only fixed price + VAT as standard, this is regardless of the number of minutes spent on site within that first hour and will include our engineers providing professional advice and guidance. All materials, congestion charging, and parking costs are to be charged in addition to this. Following the minimum first hour fixed price, additional labour time is charged at 30-minute increments + VAT, at a reduced hourly charge rate from the first hour in accordance with our hourly rates are specified on our website. Collection of materials will be included within the hourly rate charges.

Specific charges apply for hourly rate works depending on the area; this will be confirmed with you prior to works commencing and can be found on our website. In order to secure your engineer appointment an email confirmation will be sent to you prior to the engineers visit which is confirmation of the booked appointment. A copy of our rates can be made available if requested.

<u>Cancelled-Re-Arranged Appointments – Fixed Price Works -</u>

If you need to re-arrange/cancel planned scheduled works for whatever reasons, then we will require a minimum 24-hour's notice prior to commencement of works. Any notice under this period may result in a minimum fixed charge of one hour per engineer for engineer re-appointment at our standard hourly rates. Should you wish to cancel the works entirely after paying your deposit and agreeing the works then unfortunately you may not be able to be refunded your deposit in full if specialist materials/plant have been ordered that incur a restocking fee. You will be notified of the specific charge's once confirmation of a cancelled job is received in writing. If our engineers attend site on the agreed date and are unable to carry out works due to reasons outside of our control, then a minimum charge of one hour will be applicable for the re-organising of the engineers work schedule, per engineer plus VAT.

Cancelled-Re-Arranged Appointments - Call Out/Hourly Rate Works -

If you need to re-arrange/cancel hourly rate works for whatever reasons, then we will require a minimum 24-hour's notice prior to commencement of works. Any notice under this period may result in a minimum fixed charge of one hour per engineer for engineer re-appointment at our standard hourly rates plus VAT.

If our engineers attend site on the agreed date and are unable to carry out works due to reasons outside of our control, then a minimum charge of one hour will be applicable for the re-organising of the engineers work schedule, per engineer plus VAT.



General Terms & Conditions -

All materials that are to be customer supplied must be made available on the day of works commencement. Should materials not be made available and an engineer return visit is required then this will be charged as an additional cost on an hourly rate basis on top of any previously agreed prices.

All our works include for sheeting of the property, where required, but not for after-build cleaning. We accept no responsibility for damage to personal belongings, furniture or carpets within the property; you should remove such items (where practical) prior to commencement of works. Any carpets, flooring etc. removed and laid back by us may have to be re-fitted by a professional fitter at a cost to you.

We do not make good as standard on any of our works, you will need to arrange for a 3rd party contractor to make good following our installation works.

There are no hidden charges. We include for removal of all waste from site that has been supplied and installed by Pennington's. Any large amounts of waste requiring removal may be collected by a 3rd party contractor and will be included within your estimate (if applicable). We can inform you of when the waste collection will be made should you wish. Any items supplied by you will not be included within any waste removal and may be subject to additional charges should you wish for us to dispose of this for you. Should this waste be removed by us without written approval then we reserve the right to charge accordingly.

Due to the nature of our work with regards drilling, fixing, coring holes etc. we always recommend that you inform any neighbours in the adjoining/nearby buildings that you are having electrical/plumbing works carried out.

<u>Appointment Times –</u>

For estimated fixed price works a schedule will be agreed with you prior to arrival, we always allow one hour either side of your scheduled appointment to allow for materials collections, traffic etc.

For hourly rate works we give a morning or afternoon appointment to allow for traffic and previous jobs overrunning or finishing early, we will always endeavour to contact you prior to the engineer visit. We will attempt to get to you within an estimated two-hour window but please be available at the scheduled morning or afternoon slot to avoid missed/cancelled appointment charges. Our engineers are given 2-hour slots for all hourly rate works, should the job require more time a re-appointment may be required.

All works will be based upon the assumption of normal working hours (unless otherwise specified), namely between 8am and 5pm Monday to Friday and that no restrictions will be placed upon the hours our operatives may work. It is assumed that there are no restrictions to parking, unless otherwise specified and included in any applicable estimate, and no restrictions to access to all areas of work for our operatives. Additional costs may apply should our operatives be unable to work due to limitation of access outside of our control. Our office opening hours are 8am–5pm Monday – Friday.

Materials -

All materials that are to be customer supplied must be made available on the day of works commencement. Should materials not be made available and an engineer return visit is required then this will be charged as an additional cost on an hourly rate basis on top of any previously agreed prices.

All materials supplied by Pennington's will remain the property of Pennington's Electrical Contractors Ltd until paid for in full.



Certification -

All applicable NICEIC Part P & building regulations compliance certification and Gas Safety Certification for works completed will only be issued on receipt of final payment. All NICEIC Certificates/Gas Safety Reports for works that were carried out and require further additional remedial works to bring the installation up to current regulations will only be issued on completion of the remedial works and final payment.

EICR and Gas Safety Reports can take up to 72 hours to process once payment is received.

Insurances/Warranties -

For your information, we have in force £10,000,000 Employers liability insurance, £5,000,000 public liability insurance and £250,000 professional indemnity insurance. Confirmation of these policies can be made available on request.

All our products come with a one year manufactures warranty as standard and we offer our own unique one year's workmanship and product guarantee which will be sent to you on completion of works should you request or alternatively a copy can be found on our website.

For new Boiler installations they carry the specific manufacturer's warranty as standard, copies of this can be requested. If you require additional warranties these must be requested in writing and completed by yourselves on site with the engineer at the time of installation. Any additional costs must be paid by yourselves for extended warranties.

Commissioning & Handover -

All our engineers test and inspect all areas of the agreed installation works and will run through all controls and programmes (if applicable) and requested to ensure that you fully understand the work carried out.

Operation manuals can be left on site if requested.

EICR's - Electrical Condition Reports -

A detailed copy of the procedure for inspection and testing can be found on our website or requested via email. This explains what will happen on the day of the inspection and testing process and what to be prepared for, it also explains your requirements as a landlord and a checklist for homeowners and tenants to be aware of.

For **Residential** and as per industry standard our engineers will test and inspect up to 20% maximum of accessories on each accessible circuit per fuse board, this will involve a visual check and a physical sampling check. Should access be restricted in any way to accessories then this may have an impact on the percentage of accessories/circuits we can sample.

For **Residential** we charge a minimum fixed price for a set number of circuits and a per circuit price thereafter. Our engineers will identify the number of circuits tested and your invoice will reflect this. A copy of our rates can be found on our website.

For **Commercial** and as per industry standard our engineers will test and inspect up to 75-100% maximum of accessories on 20% of circuits per fuse board, this will involve a visual check and a physical sampling check. Should access be restricted in any way to accessories then this may have an impact on the percentage of accessories/circuits we can sample.



For **Commercial** we charge a minimum fixed price for a set number of circuits and a per circuit price thereafter. Our engineers will identify the number of circuits tested and your invoice will reflect this. A copy of our rates can be found on our website.

We do not lift carpets, flooring, furniture, go into loft spaces or cupboards for the inspection and testing process. All outbuildings, pool houses, boiler rooms, garages, plant rooms may contain specialist equipment which will not be tested under the inspection and testing process, we will test up to the main power supply/isolation point only. This may include control wiring for boilers, smart control circuits etc.

For **Residential** properties the reports will typically be sent within 72 hours of receipt of receipt of final payment. An estimate for remedial electrical works (if applicable) will be sent to you alongside your report unless specialist items of material require pricing which may take longer.

For **Commercial** properties we cannot guarantee a completion date unless otherwise agreed due to the size of such projects and the requirement for specific materials. An estimate for remedial electrical works (if applicable) will be sent to you alongside your report unless specialist items of material require pricing which may take longer.

Yours Faithfully

Darren Pennington

Founder

TERMS & CONDITIONS

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