



HUSTINGS ELECTRICAL LTD

General Terms & Conditions of Engagement

Please read these Terms and Conditions carefully before accepting any quotation, estimate, or instructing us to carry out works. For domestic customers, these Terms are incorporated by reference into any quotation, estimate, or instruction to proceed issued by the Company, and acceptance is deemed to occur upon instructing us to proceed with works. Business customers will additionally be asked to sign a formal acceptance. A copy of these Terms is available on request.

1. DEFINITIONS

The following definitions apply throughout these Terms and Conditions:

The Company	Hustings Electrical Ltd
The Customer	The person, firm, or company for whom the Company agrees to carry out services or supply materials — whether directly or through an agent acting on their behalf.
The Operative / Engineer	The representative appointed by the Company to carry out works.
Goods	Services, works, articles, or materials as described in the contract.
The Property	The Customer's property or premises at which Goods are to be supplied or works are to be carried out.

2. GENERAL

The Company reserves the right to refuse or decline work at its own discretion. Where works are agreed, they will be undertaken by the designated Operative at the Company's absolute discretion.

All orders are accepted and executed on the basis that the Customer is bound by these Terms and Conditions. In the event of any inconsistency between these Terms and any conditions the Customer may seek to impose, these Terms shall prevail.

These Terms may not be varied, supplemented, or modified except by a written instrument signed by an authorised representative of the Company and by the Customer.

3. QUOTATIONS

Where possible, the Company will carry out a site visit before issuing a quotation. Where a site visit is not practicable, a quotation will be issued based on information provided by the Customer and any supporting documentation supplied.



It is not reasonably practicable to dismantle existing installations during site visits. Quotations are therefore prepared on the basis of discussion with the Customer, the Company's experience, and what is clearly visible without removing equipment.

All quotations include the cost of labour and materials. All prices are exclusive of VAT, which will be charged at the prevailing rate. Quotations remain valid for 30 days from the date of issue.

The quoted price may be subject to change in any of the following circumstances:

- The Customer requests additional works not referred to in the original quotation.
- There is an increase in the cost of materials following submission of the quotation.
- Further works are discovered that were not anticipated when the quotation was prepared.
- A manifest error in the quotation is identified.

The Company is not bound by any quotation given orally or containing a manifest error. Only written quotations by a duly authorised representative of the Company are binding.

4. ESTIMATES

Where an estimate is issued (rather than a fixed quotation), the same site visit provisions and preparation approach apply as described in Section 3 above.

Estimates include labour and materials and are exclusive of VAT, which will be charged at the prevailing rate. Estimates remain valid for 30 days from the date of issue.

Estimates are provided as a guide only and are not a fixed price. Final charges may differ from the estimate. The circumstances in which the estimated price may change are the same as those set out in Section 3 above.

The Company is not obliged to provide an estimate to the Customer.

5. HOURLY RATE WORKS

Where works are carried out on an hourly rate basis, the total charge will consist of:

- The cost of materials (purchase price plus the Company's applicable handling charge)
- Travel costs
- Time spent by the Operative carrying out the works — including reasonable time spent obtaining non-stock materials — charged at the Company's current hourly rates

The Customer will only be charged for time directly related to their works. A minimum charge of 1 (one) hour's labour applies to all hourly rate works. All charges are subject to VAT at the prevailing rate, except where works are zero-rated.

6. ORDER ACCEPTANCE & COMMENCEMENT

An order or telephone confirmation constitutes an offer by the Customer to engage the Company under these Terms. A binding contract exists when the Company confirms and schedules the works.

No works will commence on site and no parts will be ordered until the Customer has agreed to proceed with works and if required to, paid any applicable deposit.



A deposit or interim payment may be required before works commence. The amount payable will be stated on the quotation or acceptance form and is determined at the Company's discretion.

7. FEES & PAYMENT

Invoices are due for payment upon delivery to the Customer.

Any outstanding balance will accrue interest at 8% above the Bank of England base rate from the invoice due date until the date of full payment.

The Company reserves the right to take further action to recover unpaid sums without further notice once the stated invoice terms have expired.

The Customer accepts sole liability for the Company's invoice unless, at the time of instruction, the Customer notifies the Company in writing that they are acting on behalf of a third party (including a limited company or partnership), and the third party's name appears on the written quotation or estimate.

Title to goods supplied by the Company does not pass to the Customer until payment in full has been received. Until title passes:

- The Company retains absolute authority to repossess, sell, or otherwise deal with those goods.
- The Company or its authorised agents may enter any premises where goods are installed, stored, or reasonably believed to be held — without prior notice.
- The Company may seek a court injunction to prevent the Customer from selling, transferring, or otherwise disposing of such goods.

Risk in goods passes to the Customer on delivery. Until title passes, the Customer must insure the goods to their full replacement value and provide the Company with evidence of such insurance on request.

8. CANCELLATION

The Customer may cancel an order at any time before the agreed commencement date. The following cancellation terms apply:

More than 28 days before commencement	Full refund of all sums paid, including any deposit.
14–28 days before commencement	Refund of sums paid, less the deposit retained by the Company.
Less than 14 days before commencement	No refund. All sums paid are retained and any outstanding sums become immediately payable.

The Company may cancel an order at any time before the agreed commencement date and will refund all sums paid, including any deposit.



9. CUSTOMER OBLIGATIONS

The Customer is responsible for:

- Obtaining any required consents, licences, or permissions from landlords, planning authorities, local authorities, or other third parties before works commence.
- Notifying the relevant building control authority of any notifiable works under Part P of the Building Regulations, both prior to commencement and upon completion, and meeting any associated fees charged by that authority.
- Removing any furniture, fixtures, or fittings required by the Operative prior to works commencing (unless specifically agreed otherwise in writing).
- Ensuring the Operative has access to the Property at the agreed times.
- Providing the Operative with access to electrical outlets, toilet facilities, and a supply of hot and cold running water.

Waste generated from works undertaken by the Company will not be removed from the Customer's premises unless agreed before works commence. Waste removal and disposal is chargeable at £25 + VAT per visit.

10. LIABILITY & INDEMNITY

The Company will use its best endeavours to attend on the agreed date and at the agreed time. However, the Company accepts no liability for the non-attendance or late attendance of an Operative, or for late or non-delivery of materials.

The Company shall not be liable for any delay or failure to perform its obligations where such delay or failure arises from a cause beyond its reasonable control, and shall be entitled to a reasonable extension of time in such circumstances.

The Company is not liable for any loss or damage suffered by the Customer as a result of the Customer's failure to follow instructions given by the Company or its Operative.

The Customer shall be solely liable for any hazardous situation arising from or in connection with any Gas Safe or Gas Warning Notice issued.

The Company will maintain appropriate insurance at all times, including public liability insurance.

Upon transfer of title, the Customer is responsible for registering any manufacturer's warranty associated with goods or works supplied.

If the Customer is not satisfied with any aspect of the completed works, written notice must be given to the Company within 12 months of completion. The Customer must allow the Company (and its insurers) the opportunity to inspect the works and carry out any necessary remedial works. Failure to give notice within this period will release the Company from liability for any defects.

The Company's liability is limited to rectifying works it has directly carried out and does not extend to consequential damage or claims arising from other works not undertaken at the time.

11. GUARANTEE & WARRANTY

Upon completion of works, the Customer has 7 days to inspect and notify the Company of any defects. The Company will correct notified defects at no additional cost to the Customer.



The Company provides a 12-month guarantee on labour (faulty workmanship only) from the date of completion, provided the manufacturer's warranty remains in force. This guarantee is in addition to, and does not affect, the Customer's statutory rights.

The guarantee will be void if:

- The works or appliance are subject to misuse or negligence.
- The works are repaired, modified, or tampered with by any person other than a Company Operative.

The guarantee does not apply in the following circumstances:

- Materials supplied by the Customer — the Company accepts no liability for the suitability of customer-supplied materials or any consequential damage.
- Works carried out on installations that are of inferior quality or are more than 10 years old at the date of the works — no warranty is given in respect of such works.
- Works to clear blockages in waste or drainage systems.
- Works carried out on the Customer's instruction and against the written or verbal advice of the Operative.
- Any works where full payment has not been received.
- Any non-related faults arising from recommended works that have not been carried out by the Company.

The Company will not be held liable for damage or defects resulting from works not fully guaranteed, or where recommended additional works have not been carried out. No guarantee applies where the Customer has been notified (verbally or in writing) of related works requiring attention that remain outstanding.

12. FORCE MAJEURE

Neither party will be liable for any failure or delay in performing its obligations where such failure or delay results from circumstances beyond that party's reasonable control, including but not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storm, earthquake, acts of terrorism, acts of war, or governmental action.

13. GOVERNING LAW

These Terms and Conditions, together with any contract formed under them, are governed by and construed in accordance with the laws of England and Wales. Any disputes arising shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Customer Acceptance (Business Customers Only)

For business customers, by signing below I/we confirm that I/we have read and agree to be bound by the Terms and Conditions of Hustings Electrical Ltd as set out above, and that I/we have authority to bind the entity on whose behalf I/we am/are signing. For domestic customers, acceptance is by conduct as set out in the preamble above.



HUSTINGS ELECTRICAL LTD
New Services. Traditional Values.

Customer signature

Print name

Date

Company / trading name (if applicable)