

1. DEFINITIONS

For the purpose of these terms and conditions, the following words shall have the following meanings:

1.1. The 'Company' refers to GMW Electrician.

1.2. The 'Customer' refers to the person or organisation for whom the Company agrees to carry out works and/or supply materials.

1.3. The 'Engineer' refers to the employee or representative of the Company performing the work for the Customer.

2. GENERAL CONDITIONS

2.1. The Company reserves the right to refuse or decline work at its discretion. Any agreed work will be undertaken by an engineer of the Company's choice.

2.2. The Customer must advise the Company of the location of any concealed water, gas, electrical, telephone, or other services before work begins. The Company is not liable for damage to these services or consequential loss if not informed.

2.3. Cables will be concealed where possible but may be surface-run if deemed impractical by the Company.

2.4. The Customer must notify the Company in writing of any asbestos or asbestos-type materials on the premises. Asbestos testing, if required, will be carried out at the Customer's expense. All work involving asbestos will comply with the Control of Asbestos Regulations 2012 and be carried out by appropriately trained personnel.

2.5. The Customer is responsible for moving stock or obstructions that may impede the engineers. If assistance is required, this must be agreed in advance and may incur additional charges.

2.6. Carpets and flooring may be lifted, if necessary. While care will be taken, the Company is not responsible for carpets being replaced exactly as originally fitted. The Customer is advised to arrange a professional fitter if necessary.

2.7. The Company does not provide redecoration or plastering services – The Company can provide recommendations for professional redecoration or plastering services if required, but does not accept responsibility for their work.

3. CHARGES AND PAYMENTS

3.1. Charges will include the cost of materials and time spent by the engineer, including obtaining any un-stocked materials.

3.2. Fixed price work:

- Fixed costs will include labour and materials, plus VAT at the prevailing rate.
- All Estimates may be accepted using our online estimate acceptance option.
- Estimates are valid for 30 days and may be revised in the following circumstances:
 - Additional work instructed by the Customer - variation to works agreed will require completion of a 'variation order' signed by all parties involved.
 - Increases in material costs.
 - Discovery of unforeseen issues.
 - Manifest errors in the original estimate.

3.3. Invoices are due upon receipt unless otherwise agreed in writing with the company.

3.4. Payment terms:

- Domestic projects exceeding £1,500 require a 30% deposit, payable one week prior to work commencing.
- Commercial projects exceeding £3,000 require a 30% deposit, payable one week prior to work commencing.
- The Company reserves the right to withhold test certificates until full payment is made. This does not affect the Customer's statutory rights to a functional installation.
- Interest on overdue invoices will be charged at 8% above the Bank of England base rate, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- Unpaid debts after 30 days will be referred to a debt recovery agency, with additional recovery costs passed to the Customer.
- Deposits are non-refundable if cancellation occurs less than 7 days before the agreed start date, except where the Company is at fault. Refunds of eligible deposits will be processed within 14 days.
- First hour is charged at £85+vat with subsequent hours charged at £35 per hour
- GMW Electrician Ltd. reserve the right to withhold site visits until overdue payments have been cleared.

4. SCHEDULING AND ACCESS

4.1. The Company will make reasonable efforts to ensure the engineer attends at the agreed time but accepts no liability for delays or non-attendance.

4.2. If access to the property is not available at the agreed time, a charge of £85 will apply.

4.3. Work will be carried out during standard hours (8:00 am to 4:30 pm, Monday to Friday) unless alternative arrangements are made in writing. After these times at weekends our phones may not always be answered.

4.4. Parking, congestion charges, and low-emission zone fees incurred by the engineer will be passed to the Customer.

5. GUARANTEES AND WARRANTIES

5.1. The Company offers a 12-month guarantee on workmanship from the date of completion. Any claims must be submitted in writing with reasonable detail.

5.2. Manufacturer warranties apply to materials but usually do not cover labour costs for replacements.

- If manufacturer warranties exclude labour costs for installing replacement products, the Company offers a reduced labour rate of £65 per hour to support customers.
- This reduced rate applies only during the 12-month guarantee period.
- The Company will liaise with manufacturers to confirm the scope of their warranty coverage on materials.
- Reduced rates apply only to work completed during standard business hours; additional charges may apply for out-of-hours services.

5.3. The guarantee does not cover:

- Misuse or negligence.
- Repairs or modifications by others.
- Customer-supplied materials.
- Works on installations over 10 years old.

5.4. This guarantee is provided in addition to statutory rights under the Consumer Rights Act 2015 or other applicable legislation.

6. CONTRACT AMENDMENTS AND TERMINATION

6.1. The Customer may terminate or amend the contract for any reason by providing at least 7 days' written notice prior to the commencement of the work.

6.2. If less than 7 days' notice is provided, the Company reserves the right to charge a fee of 25% of the total estimate to cover administration costs, sourcing, or return of goods already purchased. The cancellation fee will not exceed the costs already incurred by the Company.

7. OWNERSHIP OF GOODS

7.1. Ownership of supplied materials remains with the Company until full payment is received.

7.2. The Company reserves the right to repossess materials if payment is not made.

7.3. Risk for materials passes to the customer upon delivery.

8. LIABILITY

8.1. The Company is only liable for works it completes and does not accept responsibility for consequential damages or defects from uncompleted or unrelated work.

8.2. The Company is not liable for delays caused by factors beyond its reasonable control, including but not limited to acts of God, supplier delays, or Customer inaccessibility.

9. THE COMPANY GUARANTEE

9.1. The Guarantee applies to labour only for faulty workmanship for 12 months from the completion date, with materials covered under the manufacturer's warranty.

9.2. The Guarantee will not apply if the work or materials supplied by the Company are:

- Subject to misuse, negligence, or improper maintenance.
- Repaired, modified, or tampered with by anyone other than a Company representative.
- Customer-supplied materials or unsuitable installations (e.g., systems over 10 years old).
- Not fully paid for at the time of the claim.
- A result of the Customer refusing recommended work deemed necessary by the Company.

9.3. Claims must be submitted in writing within 14 days of the fault being identified.

9.4. The Company shall not be held liable or responsible for any damage or defect resulting from work not covered fully under the Guarantee or where recommended work has not been carried out.

10. MISCELLANEOUS

10.1. Welfare facilities must be available for engineers unless otherwise informed before work begins.

10.2. Photographs of completed or ongoing works may be used for marketing purposes. Identifiable features such as house numbers or faces will be blurred.

10.3. If this contract is formed remotely (e.g., via phone or email), the Customer may have a 14-day cooling-off period in accordance with the Consumer Contracts Regulations 2013. This does not apply to urgent or emergency works.

11. DISPUTE RESOLUTION

11.1. In the event of a dispute, the Company will seek to resolve the issue amicably with the Customer. If a resolution cannot be reached, both parties agree to attempt mediation before pursuing legal action.

11.2. If mediation is required, both parties agree to initiate the process within 14 days of notification of a dispute.

12. VARIATION OF TERMS

12.1. These terms and conditions may not be released, discharged, supplemented, interpreted, varied, or modified except by a written agreement signed by both parties.

12.2. These terms shall prevail over any terms used by the Customer or contained in any documentation sent by the Customer. By entering into a contract with the Company, the Customer irrevocably agrees to waive the application of any such terms.

13. GOVERNING LAW

13.1. These terms and conditions and all contracts awarded between the Company and Customer shall be governed and construed in accordance with English law and subject to the exclusive jurisdiction of the English courts.



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