

ELECTRICIAN SERVICES (B2B)

BACKGROUND:

These Terms and Conditions shall apply to the provision of electrician services by <<Insert name of Electrician>> or <<Add name of Electrician>> to customers that require their electrician services.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following expressions shall have the meanings:

“Agreement”	comprising an agreement in the form of the Agreement attached hereto as Schedule 1 and is subject to, these Terms and Conditions and the Quotation which the Parties will enter into upon the acceptance of the Quotation;
“Agreed Date”	the date of the provision of the Services as agreed by the Parties [as set out in Schedule 1];
“Agreed Times”	the time of the provision of the Services as agreed by the Parties [as set out in Schedule 1];
“Business Day”	any day other than Saturday or Sunday) on which the Parties shall agree upon the provision of the Services; the Electrician shall have access to the property or premises for the Job [as set out in Schedule 1];
“Confidential Information”	information which is disclosed by one Party to the other Party pursuant to or in connection with the Agreement (whether orally or in writing, in any medium, and whether or not the information is stated to be confidential or otherwise protected by law);
“Customer”	the person or entity that requires the Services subject to the Terms and Conditions and the Agreement, being a natural person or a legal entity for the purposes of a consumer as defined by the Consumer Rights Act 2015;
“Deposit”	the sum of money paid or referred to in Clause 3;
“Final Fee”	the sum of money payable which shall be paid in accordance with Clause 4 and the Terms and Conditions;
“Job”	the work to be done in full of all of the Services;
“Order”	the initial request to acquire the Services from the Electrician as described in Clause 2 of the Terms and Conditions;
“Property”	the property or premises, as detailed in the Agreement, at which the Job is to be carried out;

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“Quotation	A quotation detailing proposed fees and services to be provided to the Customer in accordance with Clause 2 of these Terms and Conditions. Any such quotation shall a) be required to incorporate, and be subject to, these Terms and Conditions b) not be deemed to be an acceptance of an Order;
“Quoted Fee	The Fee which will be quoted to the Customer in the quotation following the Order which may vary depending on the actual work undertaken as set out in Clause 3 of these Terms and Conditions;
“Services”	The electrical <<insert general nature of services, such as installation, fitting and repair>> services provided by an electrician as detailed in Clause 5 of these Terms and Conditions;
“Visit”	Any occasion, scheduled or otherwise, on which an electrician shall visit the Property to render the Services; and
“Work Area	The part of the Property within which the Services are to be provided.

- 1.2 Unless otherwise specified, the word "Party" requires, each reference in these Terms and Conditions to the Party or Parties to the Agreement.
- 1.2.1 The word "Party" includes a reference to any Party or Parties by electronic transmission or similar means;
- 1.2.2 The word "statute" is a reference to that statute or regulation as amended or re-enacted at the relevant time;
- 1.2.3 The word "Conditions" is a reference to these Terms and Conditions and the Schedules as amended or supplemented at the relevant time;
- 1.2.4 The word "Clause" refers to these Terms and Conditions;
- 1.2.5 The word "Paragraph" is a reference to a Clause of these Terms and Conditions (or the Schedules) or a paragraph of the relevant Schedule;
- 1.2.6 The words "Parties" refer to the parties to the Agreement.
- 1.3 The Terms and Conditions are for convenience only and shall not be construed upon the interpretation of these Terms and Conditions.
- 1.4 Words in the singular number shall include the plural and vice versa.
- 1.5 References shall include any other gender.
- 1.6 References shall include corporations.

2. Orders

- 2.1 The Customer shall provide the following information to the Contractor for their Services through <<insert methods e.g. the internet, email, etc>>:
- 2.2 When the Contractor is required to provide Services to the Customer, the Customer shall set out, in detail, the Services required, which shall include the location and size of the Property, the number of persons requiring the Services, the time of day when the work is required, the type(s) of work (e.g. painting, etc.) and the number of persons required to perform the work.

- wiring, installation of the Services and completion of the Services in accordance with the Order form to the Customer. [All such details are set out in the Quotation.]
- 2.3 Once the Order is completed, the Customer shall, unless they do not wish to provide the Services required, prepare and submit a Quotation by email or first class post which shall set out the details of the Services required, detailed in Clauses 3 and 4 respectively.
- 2.4 The Customer shall, prior to acceptance of the Order, submit a Quotation to the Electrician. The Quotation shall only have effect if it is accepted by the Electrician. The Customer may accept the Quotation, by telephone, email or first class post. Unless otherwise agreed in writing at any time, the Quotation shall remain valid for acceptance within the period of <<number of days>> issued by the Electrician.
- 2.5 Notwithstanding the fact that the Customer has accepted a Quotation or acceptance of an Order or the Customer has accepted a Quotation, no binding agreement shall exist or be effective in relation to any of the Services shall exist until the Agreement and the Deposit have been paid in full. The Agreement between them shall come into existence on the date of payment of the Deposit.
- 2.6 Notwithstanding the fact that the Customer has accepted a Quotation or acceptance of an Order or the Customer has accepted a Quotation, no binding agreement shall exist or be effective in relation to any of the Services shall exist until the Agreement and the Deposit have been paid in full. The Agreement between them shall come into existence on the date of payment of the Deposit.
3. **Deposit**
- 3.1 At the time of acceptance of the Order, the Customer shall pay a Deposit to the Electrician. The Deposit shall be <<insert amount>> of the Quoted Fee.
- 3.2 Subject to the provisions of Clause 3.1, the Deposit shall be non-refundable.
4. **Fees and Payment**
- 4.1 The Quoted Fee shall be the fee payable for the Services and for the estimated sundry materials required to render the Services and complete the Services detailed in Schedule 1].
- 4.2 The Electrician shall endeavour to use only the sundry parts and other products (hereinafter referred to as "sundry parts and other products") set out in the Quotation and the Agreement; however, if the Electrician determines that the sundry parts and other products are required for the Services, the Electrician shall be entitled to increase the Quoted Fee to reflect this. Any such increases shall be kept to a minimum.
- 4.3 In the event that the Electrician increases the Quoted Fee, the Electrician shall inform the Customer of the increase in the Quoted Fee and the Customer shall be liable to pay the Final Fee for the Services, the Electrician shall be entitled to increase the Quoted Fee to reflect this. Any such increases shall be kept to a minimum.
- 4.4 The Electrician shall be entitled to increase the Quoted Fee to reflect this. Any such increases shall be kept to a minimum.

- providing the Job is complete.
- 4.5 All invoices shall be provided within <<insert period e.g. 14 days>> of receipt by the Customer.
- 4.6 Any sum due shall be paid following the expiry of the time period set out in sub-clause 4.5. The Customer shall incur interest on a daily basis at <<insert interest rate of <<insert name of bank>> obtaining at the time of payment.
5. **Certification**
- The Electrician shall be registered with a recognised and authorised self-regulating body and shall ensure that any and all sub-contractors engaged in the Services shall be so registered.
6. **Services**
- 6.1 The Services shall be provided in accordance with the specification set out in the Agreement (as may be amended by mutual agreement).
- 6.2 The Electrician shall provide sketches, plans, diagrams or similar documents in advance of the commencement of the Job. Such material is intended for illustrative purposes only and shall not constitute an exact specification of the Job nor to be relied upon.
- 6.3 The Electrician shall ensure that the Services are rendered with reasonable care and skill and to a professional standard which is commensurate with best practice.
- 6.4 The Electrician shall ensure that they comply with any and all relevant codes of practice.
- 6.5 [The Electrician shall] dispose of all waste that results from their Services.
- 6.6 Following completion of the Job the Customer shall have a period of <<insert period>> in which to inspect the Job and to notify the Electrician. The Electrician shall correct such defects at no additional cost to the Customer.
7. **Customer's Responsibilities**
- 7.1 If any other permissions are needed from any third party (e.g. planning authorities, local authorities or similar), it shall be the responsibility of the Customer to obtain the same in advance of the commencement of the Services.
- 7.2 The Customer shall ensure the removal of certain furniture, floor coverings, etc. from the Property prior to the commencement of the Services. Otherwise any such removal shall be the responsibility of the Electrician.
- 7.3 The Customer shall ensure that the Work Area is kept clear of furniture, floor coverings, etc. and out of use for the duration of the Job unless otherwise agreed with the Electrician.
- 7.4 The Customer shall ensure that the Electrician can access the Property at the times agreed for the Services.
- 7.5 The Customer shall have the option of giving the Electrician a set of keys to the Property.

- the Property or be access. The Elect securely.
- 7.6 The Customer shall and cold running wa
- 7.7 The Customer mu hours>> notice if th particular day or a cancelled Visits pro 24 hours>> notice Electrician's normal
- 8. Cancellation**
- 8.1 The Customer may Agreed Date. The fo
- 8.1.1 If the Custo the Agreed paid, includi
- 8.1.2 If the Custo before the including the balance pay
- 8.1.3 If the Custo than <<e.g. refund any s
- 8.1.4 If the Custo more than < shall retain such sums rescheduled Job.
- 8.1.5 If the Custo Agreed Dat outstanding be issued.
- 8.1.6 If the Custo the Agreed outstanding be issued a payable on t
- 8.2 The Electrician may shall refund all sum
- 9. Liability, Indemnity and I**
- 9.1 The Electrician sha valid insurance whic
- 9.2 The Electrician's to their negligence or shall be limited to £
- ed Times to give the Electrician keys shall be kept safely and
- ian has access to a supply of hot
- at least <<insert period e.g. 24 able to provide the Services on a e Electrician will not invoice for n. If less than <<insert period e.g. shall invoice the Customer at the
- the Job at any time before the ncancellation or rescheduling:
- ore than <<e.g. 28 days>> before all issue a full refund of all sums
- Job more than <<e.g. 28 days>> ician shall retain all sums paid, ct all such sums from any related Job.
- s than <<e.g. 28 days>> but more Agreed Date the Electrician shall it.
- o less than <<e.g. 28 days>> but e the Agreed Date the Electrician the Deposit and shall deduct all from any balance payable on the all be payable on the rescheduled
- than <<e.g. 14 days>> before the retain all sums paid and any mediately payable. No refund shall
- less than <<e.g. 14 days>> before all retain all sums paid and any mediately payable. No refund shall ount toward the fees and Deposit
- time before the Agreed Date and osit.
- in place at all times suitable and ility insurance.
- or damage caused as a result of nd Conditions or of the Agreement

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- 9.3 The Electrician shall not be liable for any loss or damage suffered by the Customer which is caused by the Customer's failure to follow any instructions given by the Electrician.
- 9.4 Nothing in these Terms and Conditions or in the Agreement shall limit or exclude the Electrician's liability for death or personal injury.
- 9.5 Subject to Clause 9.6, the Electrician shall indemnify the Customer against any and all damages, loss, claims or proceedings arising out of the Services or any breach of these Terms and Conditions.
- 9.6 The Electrician shall not be liable to indemnify the Electrician against any costs, liability, damages, loss, claims or proceedings arising out of the Customer's failure to follow any instructions given by the Electrician or any other breach of these Terms and Conditions.
10. **Guarantee**
- 10.1 The Electrician warrants that the product of all Services provided shall be free from defects for a period of <<insert period e.g. 12 months>> from the date of completion of the Services.
- 10.2 If any defects of the Services appear during the guarantee period, the Electrician shall rectify any and all such defects at no cost to the Customer.
11. **Data Protection**
- The Electrician shall protect the Customer's personal data as set out in the Electrician's Data Protection Policy, e.g. Privacy Notice>> available from <<insert location(s)>>.
12. **Confidentiality**
- 12.1 Except as required by law, Clause 12.2 or as authorised in writing by the other Party, neither Party shall disclose to any third party at any times during the continuance of the Agreement and [<<insert period e.g. 12 months>> years] after its termination:
- 12.1.1 Confidential Information;
- 12.1.2 Confidential Information to any other party;
- 12.1.3 Confidential Information for any purpose other than as authorised in writing by the other Party, subject to the terms of the Agreement;
- 12.1.4 Confidential Information of, record in any way or part with possession of Confidential Information; and
- 12.1.5 Confidential Information of its directors, officers, employees, agents, sub-contractors or suppliers who does any act which, if done by that Party, would constitute a breach of the provisions of sub-Clauses 12.1.1 to 12.1.4 above.
- 12.2 Either Party shall not disclose Confidential Information to:
- 12.2.1 Any third party, contractor or supplier of that Party;
- 12.2.2 Any government, regulatory or other authority or regulatory body; or
- 12.2.3 Any director, officer or employee of that Party or of any of the third parties, parties or bodies;

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for the purposes contemplated by limited to, the provision of the in each case that Party shall first in question that the Confidential except where the disclosure is to any 2 or any employee or officer of any ing to the other Party a written party in question. Such undertaking in the terms of this Clause 12, to Confidential and to use it only for the made; and

any purpose, or disclose it to any
it is at the date of the Agreement,
nes, public knowledge through no
use or disclosure, that Party must
tial Information which is not public

continue in force in accordance with
of the Agreement for any reason.

any failure or delay in performing any results from any cause that is ("Force Majeure"). Such causes include, but are not limited to, internet service provider failure, power outages, earthquakes, acts of terrorism, and any other similar or dissimilar causes in question.

It cannot perform their obligations for a continuous period of <<insert>> termination terminate the Agreement by the event of such termination, the reasonable payment for all Services such payment shall take into account into in reliance on the performance

Agreement by giving written notice

at other Party under any of the
not paid within <<insert period>>
payment;

breach of any of the provisions of
capable of remedy, fails to remedy
s Days after being given written
e breach and requiring it to be

, or where that other Party is a
f any of the property or assets of

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14.1.1. ... any voluntary arrangement with its creditors or, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);

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14.1.2. ... an individual or firm, has a bankruptcy order made against an individual or a company, goes into liquidation (except for the purpose of a re-construction or amalgamation or re-construction and in such case the company resulting therefrom effectively agrees to be bound by the obligations imposed on that other Party under the Agreement;

14.1.3. ... to any of the foregoing under the law of any jurisdiction applicable to that other Party;

14.1.4. ... ceases, or threatens to cease, to carry on business; or

14.1.5. ... Party is acquired by any person or connected with that other Party on the date of the breach, for the purposes of this Clause 14, "control" and "connected" shall have the meanings ascribed thereto by sections 1137 and 1138 respectively of the Corporation Tax Act 2010.

14.2. For the purposes of sub-Clause 14.1.2, a breach shall be considered capable of remedying if the Party which can comply with the provision in question in all respects the provisions of the Agreement.

14.3. Where a Party breaches the Agreement under sub-Clause 14.1, the Party shall be liable to refund it in full, and it shall be liable to pay the amount(s) payable under the Agreement.

14.4. The provisions of this Agreement shall not prejudice any other right or remedy available to the Party in respect of the breach concerned (if any) or any other breach of the Agreement.

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15. Effects of Termination

Upon the termination of the Agreement for any reason:

15.1. any sums payable by one Party to the other under any of the provisions of the Agreement shall become immediately due and payable;

15.2. all Clauses of the Agreement, whether expressly or by their nature, relate to the period after the termination of the Agreement shall remain in full force and effect;

15.3. termination of the Agreement shall not prejudice any right to damages or other remedy which any Party may have in respect of the event giving rise to the termination or in respect of damages or other remedy which any Party may be entitled to in respect of a breach of the Agreement which exist at or before the date of termination;

15.4. subject to Clause 15 and except in respect of any accrued obligations, neither Party shall have any further obligation to the other; and

15.5. each Party shall, within the extent referred to in Clause 12) immediately or indirectly, any Confidential Information, and shall deliver to the other Party any documents in its possession or control containing any Confidential Information.

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16. No Waiver

No failure or omission to exercise any of its rights under the Agreement shall be deemed to constitute a waiver of that right, and no waiver by either Party of a breach

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- of any provision of the Agreement to be a waiver of any subsequent breach of the same or any
17. **Further Assurance**
- Each Party shall execute all deeds, documents and things as may be necessary to carry out the Agreement into full force and effect.
18. **Costs**
- Subject to any provisions incidental to the negotiation of the Agreement, each Party shall pay its own costs of and on and carrying into effect of the Agreement.
19. **Set-Off**
- Neither Party shall be entitled in any manner from payments due or sums received in respect of the Agreement or any other agreement at any time.
20. **Assignment and Sub-Contracting**
- 20.1 [Subject to sub-Clause 20.2, the Agreement shall be personal to the Parties. Neither Party shall assign, charge (otherwise than by floating charge) or sub-contract any of its rights or obligations under the Agreement, or sub-contract any of its obligations thereunder, or sub-contract any of its obligations thereunder without the written consent of the other Party, such consent not to be unreasonably withheld.]
- 20.2 [The Electrician shall not assign or sub-contract any of the obligations undertaken by it through any other person, or through suitably qualified and experienced member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of the Electrician.]
21. **Time**
- [The Parties agree that all time limits specified in the Agreement shall be of the essence of the Agreement.]
- OR**
- [The Parties agree that the time limits specified in the Agreement are for guidance only and are not of the essence of the Agreement and may be varied by mutual agreement between the Parties.]
22. **Relationship of the Parties**
- Nothing in the Agreement shall be deemed to constitute a partnership, joint venture, agency or other relationship between the Parties other than the contractual relationship expressed in the Agreement.
23. **Third Party Rights**
- No part of the Agreement shall be deemed to confer any rights on any third parties and the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.
24. **Notices**
- 24.1 All notices under the Agreement shall be in writing and be deemed duly given

- if signed by a duly authorised officer of the Party giving the notice.
- 24.2 Notice shall have been duly given:
- 24.2.1 by hand, delivered by courier or other messenger (including during the normal business hours of the recipient; or
- 24.2.2 by e-mail and a successful return receipt is received;
- 24.2.3 on the next day following mailing, if mailed by national post (prepaid);.
- In each case, notice shall be addressed to the most recent address or e-mail address of the Party.
25. **Entire Agreement**
- 25.1 The Agreement shall be the entire agreement between the Parties with respect to the subject matter hereof and may not be modified except by an instrument in writing signed by the authorised representatives of the Parties.
- 25.2 Each Party acknowledges that, in entering into the Agreement, it does not rely on any warranty or other provision except as expressly stated in the Agreement and all conditions, warranties or other terms implied by law are excluded to the fullest extent permitted.
26. **Counterparts**
- The Agreement may be executed in any number of counterparts and by the Parties separately. Each of which when so executed and delivered shall be deemed to be an original and all counterparts together shall constitute one and the same instrument. All counterparts shall be effective until each Party has executed at least one counterpart.
27. **Severance**
- In the event that any provision of the Agreement and/or of these Terms and Conditions is held to be unlawful, invalid or otherwise unenforceable, that provision shall be severed from the remainder of the Agreement and the Agreement and/or these Terms and Conditions shall remain valid and enforceable.
28. **Dispute Resolution**
- 28.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement by negotiations between their appointed representatives who shall attempt to resolve such disputes.
- 28.2 [If negotiations under Clause 28.1 do not resolve the matter within 30 days of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution procedure.]
- 28.3 [If the dispute is not resolved under sub-Clause 28.2 does not resolve the matter within 30 days of the initiation of that procedure, or if either Party will not attempt to resolve the dispute through the agreed procedure, the dispute may be referred to arbitration.]
- 28.4 The seat of arbitration under sub-Clause 28.3 shall be England and Wales.

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The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed by the Parties. In the event that the Parties are unable to agree on a set of Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President of the Chartered Institute of Arbitrators for the appointment of an arbitrator and for any decision on rules that may be required.

28.5 Nothing in this Clause shall prevent either Party from applying to a court for an order.

28.6 The decision and order of the arbitrator under this Clause 28 shall [not be] binding on both Parties.

29. Law and Jurisdiction

29.1 The Agreement and all contractual matters arising herefrom or associated therewith shall be governed by the law of England and Wales.

29.2 Subject to the provisions of the Agreement or claim between the Parties, all disputes, controversy, proceedings arising from the Agreement or these Terms and conditions, matters and obligations arising herefrom or associated therewith shall fall within the [non-] exclusive jurisdiction of the courts of England and Wales.

arbitration Act 1996 and Rules for Arbitration. In the event that the Parties are unable to agree on a set of Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President of the Chartered Institute of Arbitrators for the appointment of an arbitrator and for any decision on rules that may be required.

either Party or its affiliates from applying to a court for an order.

od of dispute resolution under this Clause 28 shall [not be] binding on both Parties.

Conditions (including any non-contractual matters arising herefrom or associated therewith) shall be governed by the law of England and Wales.

dispute, controversy, proceedings arising from the Agreement or these Terms and conditions, matters and obligations arising herefrom or associated therewith shall fall within the [non-] exclusive jurisdiction of the courts of England and Wales.

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SCHEDULE 1

AGREEMENT

made the day of

BETWEEN:

- (1) <<Name of registered in <<Country of Registration>> under number <<C number>> whose registered office is at] **OR** [of] <<insert Add) and
- (2) <<Name of registered in <<Country of Registration>> under number <<C number>> whose registered office is at] **OR** [of] <<insert Add

WHEREAS:

- (1) The Electrician services and hereby agrees to provide those services, as services”) in accordance with, and subject to, the Quotation, th and this Agreement.
- (2) The Customer the Electrician’s services in accordance with, and subject to, the Quotation and Conditions and this Agreement.

IT IS AGREED as follows:

1. The Agreement

- 1.1 Any s Agreement”, “the Agreement”, “the Terms and Conditions” or the Quotation shall be deemed to be the attached Terms and Conditions, or the Quotation shall constitute a contract for the provision of the Service between the Electrician and the Customer.
- 1.2 By execution of this Agreement on <<insert date>>, the Parties hereby agree to be bound by the Terms and Conditions, the Quotation, and the Quotation.
- 1.3 This Agreement shall come into effect upon its execution by both Parties and

2. The Service

The Service shall be provided from the Agreed Date of <<insert date>> and shall be provided for a period of <<insert times>> at the Property located at <<insert address>>

Specification / Description	Relevant Dates / Times

3. Fees and Payment

<<Insert full details of fees and payment terms>> sums due as detailed in the Quotation>>

4. **Electronic Signatures**

It is acknowledged that the Agreement may be signed by:

- 4.1 Both Parties by electronic signature (whatever form the electronic signature takes); or
- 4.2 Both Parties by manuscript signature; or
- 4.3 One Party by electronic signature (whatever form the electronic signature takes) and the other Party signing by manuscript signature.

Each Party hereby declares that its electronic signature will be as conclusive of a Party's intention as its manuscript signature and that the Agreement as if signed by that Party by means of its electronic signature.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals, and the Agreement has been duly executed the day and year first above written.

SIGNED by
<<Name and Title of Electrician>>
for and on behalf of

In the presence of
<<Name & Address>>

SIGNED by
<<Name and Title of Customer>>
for and on behalf of

In the presence of
<<Name & Address>>