

## Terms of Business

This contract is between Carter Noble Electrical (the "Business") and ..... (the "Client")

Dated XX/XX/20XX.

This contract is to inform The Client of Carter Noble Electricals (the "Business") intentions.

### **Authority to sign**

Each party has the authority to enter into this Contract and to perform all of its obligations under this Contract.

### **Estimates**

The Business will Estimate works for the Client after a site visit to review the Project, or over the phone. The Client agrees to provide unhindered access.

Estimates under 1 hour are FOC. Any estimates up to half a day (4 hours) and beyond will require a deposit that will be deducted from a final invoice should the client go ahead with the work.

Any changes after the estimate has been accepted can only be changed or updated via written communication i.e. email, letter, note, text/sms or verbal confirmation voicemail, voice recording. Non-recorded phone calls will not be acceptable.

### **Deposits**

Payment will be made to the Business via cash, check, an approved payment card, or by any other payment method determined by the Business of 50% if the estimate or invoice value exceeds £200.

All estimate or invoice values under £199 will paid upfront.

### **Invoices**

The Business will invoice the Client after completion of milestone(s) or the Project, unless otherwise noted in the Payment schedule. The Client agrees to pay invoice(s) by the due date(s) specified. Unpaid or overdue invoices may result in suspension or termination of the Project.

### **Product Supply**

Products listed in the estimate unless specifically requested the client will be chosen at the discretion of the business at the time of purchase.

Colour, shape, size and cost may change pending stock availability.

Please note if there is a significant increase in cost, the business will seek to inform the client under the modification clause highlighted within this contract. "Significant" is greater than 40% initial estimated value.

The client can provide their own products should they just require installation. If all parts are not present for installation to be completed the client will either pay the standard hourly charge until the parts arrive or a 1 hour charge will be levied to the client and a new date arranged for installation.

### **Licensing**

The Business promises that it holds all licenses necessary to perform the work, that such licenses are valid and effective as of the date any work is performed or services provided, and that all work performed or services provided will be done in compliance with all applicable laws and regulations.

### **Certificates**

The Business will create certificates for the Client after completion of work should the work carried out require certification.

The Client agrees to pay invoice(s) by the due date(s) specified. And certificates will be released.

Unpaid or overdue invoices may result in suspension or termination of the Project and certificates.

Should a dangerous situation present itself that the customer is unwilling to repair at the time a danger notice will be created. There will be a charge from the Business to the Client for this.

### **Modifications**

The Client and the Business must agree to any changes to this contract in writing.

Any changes after the estimate has been accepted can only be changed or updated via written

communication i.e. email, letter, note, text/sms or verbal confirmation voicemail, voice recording, non recorded phone calls will not be acceptable.

### **Payment methods**

Payment will be made to the Business via cash, check, an approved payment card, or by any other payment method determined by the Business.

### **Cooling off rights**

You have a legal right to change your mind within 14 days and receive a refund under the Consumer Contracts Regulations 2013, unless the services have been completed. If you cancel after we have started the services, but before they have been completed, you must pay us for the services provided up until the time you tell us that you have changed your mind.

### **Force Majeure**

Neither party shall be held liable for any delay or failure in fulfilling their obligations under these Terms where such delay or failure results from circumstances beyond that party's control (including, but not limited to, an act of God, fire, act of government or state, prevention from or hindrance in obtaining any raw materials, energy or other supplies, industrial action or labour disputes of whatever nature, and any other reason beyond the control of that party).

### **Warranty**

No refunds will be provided for the work completed or services performed under this contract and in accordance with your consumer rights (this does not affect your cooling off rights) or any manufactures warranty with items installed.