



**Guernsey Electricity Limited
Electrical and Plumbing**

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**TERMS AND CONDITIONS OF SALE FOR ELECTRICAL AND PLUMBING
INSTALLATION AND MAINTENANCE WORK**

1. These terms & conditions must be read together with the Quotation which together form the Contract between Guernsey Electricity Limited and the Customer as defined below.

For the purpose of these Terms & Conditions and the Contract the following words shall have the following meanings: -

- a) "GEL" means Guernsey Electricity Limited. And any GEL employee, sub-contractor or any third-party operative, technician or engineer working under contract to GEL.
- b) "The Customer" means the person or organisation for which GEL agrees to carry out works and/or supply materials.
- c) "Work(s)" means the task(s) that the Customer has required GEL to undertake and as described in the Quotation and accepted by the signing of the Quotation Acceptance form subject to these terms and conditions and the Contract.
- d) "Contract" means together with the Quotation, these Terms and Conditions and the Quotation Acceptance form signed by the Customer.
- e) "Party/Parties" means GEL and/or the Customer.
- f) "Premises" means the premises at where or upon which the Works will be carried out by GEL.
- g) "Quotation" means the written quotation for the Works issued by GEL to a Customer following a site visit to the Premises and the quotation acceptance form.

2. Quotations are valid for a period of 40 days from the date of quotation.

The Quotation has been prepared on the basis of the following conditions: -

- a) That the Work will be done during normal working hours (generally 8am to 4.30pm Monday to Friday).
 - b) Access to the Premises will be available at all reasonable times during normal working hours to carry out the work.
 - c) All necessary consents and authorisations for the work required by GEL to enable the Works to be carried out before the work begins will be obtained by the Customer or as otherwise agreed in writing with GEL.
3. Any overtime worked at the request of the Customer and agreed by GEL will be charged at the appropriate overtime rate applicable
 4. All Quotations are given on the basis of a site visit, or examination of fully detailed drawings, or quantified fitting schedules.
 - a) The Quotation does not include for the cost of making good or repairing, reinstating or restoring the structure of decorations, to at least the standard which existed prior to the Work commencing unless this has been requested by the Customer and is fully detailed, quantified and priced within the Quotation letter or offer.
 - b) GEL will make good any accidental or negligent damage or loss to property, furniture or fittings, reasonably proven to have been caused by GEL at the time.
 - c) For the avoidance of doubt, GEL shall not be liable for any non-accidental damage to the structure or decorations, which damage was reasonably necessary to facilitate the Works.
 6. Provision of new, or alteration of, or replacement of the electricity service is not included in this Quotation.
 7. Additional works and charges may be applicable on existing installations where faults are detected by new earthing systems and earth leakage devices installed by GEL in order to comply with current wiring regulations BS7671.
 8. Unless otherwise agreed in writing, all wiring and pipework will be concealed if practical. Where this is not possible, they will be neatly clipped to the surface or run in surface trunking.
 9. Verbal or written requests for variations to Works may result in additional charges that the customer will be responsible for paying. Any changes to the Customer's requirements after the Quotation has been accepted by the Customer may at GEL's discretion:-
 - a) Result in additional charges that the customer will be responsible for paying; or
 - b) Be regarded as a new specific piece of work not included in this Quotation and subject to a separate Quotation.
 10. Any increase in the cost of labour and materials occurring during the period between quotation and completion of the work which is outside of reasonable control of GEL will be passed on to the Customer. However, GEL will: -

- a) Notify the Customer as soon as practicable when GEL becomes aware of any increase costs;
 - b) Where possible, use reasonable endeavours to limit the increases in cost to the Customer; and
 - c) Where practical/possible, obtain prior consent from the Customer to the increase in costs before continuing/completing the Works.
11. Payment for the work will be invoiced on completion, with the proviso that if the works extend beyond one month, that monthly progress payments will be required.
12. Payment will be due within 21 days from the date of the invoice for the work. Interest will accrue and become payable on any part of the Invoice which remains unpaid at the rate of 4% over the Bank of England base rate until payment in full is received by GEL.
13. In the event that the Customer does not make payment within 21 days of receipt of an account for the Work, GEL reserves the right to terminate the contract.
14. Neither GEL nor the Customer will be liable to the other Party for any costs incurred as a result of delays caused beyond either Parties reasonable control (including by industrial action). In these circumstances, each Party shall meet their own costs.
15. GEL shall not be liable to the Customer for any costs or claims arising from the failure of the Customer to meet their obligations under the Contract. However, GEL will be entitled to recover from the Customer any reasonable direct or reasonably indirect costs, claims or losses incurred as a result of Customer suspension or cancellation of the Works for any reason, (other than by breach of contract by GEL) by the Customer or by GEL as a result of the of the Customer's failure to meet their obligations under the Contract.
16. All goods and materials used in the Work will remain the property of GEL until full payment for those goods has been received.
17. The Customer is responsible for the loss or damage of all materials or goods necessary for the Work which has been delivered to the Premises.
18. Installations that include unvented hot water cylinders will require annual inspections and certification issued by a competent person in order to maintain the manufacturer's warranties.
19. In the event that the Contract is terminated after acceptance, for any reason other than GEL's failure to comply with the Contract or for circumstances outside of the reasonable control of the Parties, GEL reserves the right to charge for any costs incurred and/or loss of profit resulting from that cancellation, including time and materials allocated to the Work between the period following acceptance of the quotation and cancellation of the Work. Such charges may also include for any contractual liabilities in respect of claims against GEL by sub-contractors and other third parties.
20. GEL is not liable for any loss or damage caused by its failure to carry out the work due to any circumstances beyond its control.
21. The Customer is responsible for advising GEL of the location of any asbestos materials prior to the commencement of works. In the event that asbestos surveys and/or removal or special working arrangements are required the Customer shall be liable for all costs associated with carrying out this work.
22. Any guarantee or service contract that requires regular inspections and servicing as required by the manufacturer in order to maintain the validity of the guarantee or contract agreement shall be arranged by the Customer and carried out by GEL or one of its approved agents at no cost to GEL.
23. The GEL guarantee shall be for labour only in respect of faulty workmanship for 12 months from the date of completion with the manufacturer's warranty in force.
- The guarantee will become null and void if the work/appliance completed/supplied by GEL is:
- a) Subject to misuse or negligence; or
 - b) Repaired, modified or tampered with by anyone other than an employee of GEL. GEL will accept no liability or guarantee on materials supplied by the Customer and will not accept liability for any consequential damage.
24. GEL will not guarantee any work in respect of blockages in waste and drainage systems etc. We will not guarantee any work undertaken on instruction from the Customer and against the written or verbal advice of the GEL employee. Work is guaranteed only in respect of work directly undertaken by GEL and payment in full has been made. Any non-related faults arising from recommended work which has not been undertaken by GEL will not be guaranteed.
- GEL shall not be held liable or responsible for any damage or defect resulting from work not fully guaranteed or where recommended work has not been carried out. Work will not carry a guarantee where the Customer has been notified by a GEL employee either verbally or in writing.
25. Where GEL agrees to carry out works on installations of inferior quality or over ten years old, no guarantee is given in respect of such works and GEL accepts no liability in respect of the effectiveness of such works or otherwise.
26. Title to any goods supplied by GEL to the Customer or delivered to the Customer's site shall not pass to the Customer but shall be retained by GEL until payment in full for such goods has been made by the Customer to the GEL. Until such time as title in such goods has passed to the Customer to the extent permitted by and subject to Guernsey Law: -

- a) GEL shall have absolute authority to repossess, sell or otherwise deal with or dispose of all, any or part of such goods in which title remains vested in GEL;
 - b) For the purpose specified in (a) above, GEL or any of its agents or authorised representatives shall be entitled at any time and without notice to enter any premises in which goods or any part thereof is installed, stored or kept or is reasonably believed so to be;
 - c) GEL shall be entitled to seek a court injunction to prevent the Customer from selling, transferring or otherwise disposing of such goods. Notwithstanding the foregoing, risk in such goods shall pass on delivery of the same to the Customer and until such time as title in such goods has passed to the Customer, the Customer shall insure such goods to their replacement value and the Customer shall forthwith upon request provide GEL with a certificate or other evidence of such Insurance.
27. GEL can reserve the right to interrupt the supply to dedicated heating tariff meters in the event of severe network conditions for up to 30 minutes in a 24-hour period with a maximum number of interruptions being 4 times per calendar year.
28. GEL employees are expected to operate in accordance with GEL's health and safety policy and procedures that are current at the time of the works being undertaken. Where GEL employees are unable to work in accordance with our policy and procedures or where the risk assessment indicates that they should not start work then we reserve the right to withdraw from Work until the matters are resolved.
29. In the event that terms listed in the above document have been included within a letter issued by GEL in response to a request to tender for work (Tender Return Letter) and priced for, the Tender Return Letters, terms and conditions are to take precedence.
30. Setting up of systems and Customer demonstrations are to take place during normal working hours.
31. GEL cannot be held liable for long term investment decisions that are based on the tariff structures and rates in place at the time of providing quotations or estimates.
32. GEL are not liable for issues with flickering luminaires that can be associated with installing dimmer switches with certain LED lighting systems.
33. Earthing systems for EV chargers that require impedances to earth of less than 50 ohms may require additional earth electrodes to be installed, GEL's quotations allow for one electrode per system and any additional electrodes or earth mats as required could result in an additional charge.