

Full Terms & Conditions

1. Parties, Definitions and Interpretation

In these terms and conditions (which are referred to in this document as "these terms"), "Customer" means the customer for whom the Works are to be carried out by MJP Electrical, "[MJP Electrical]" means MJP Electrical or, as the case may be, a franchisee of MJP Electrical carrying on business pursuant to a Franchise Licence Agreement entered into with MJP Electrical "Contract" means the agreement between the Customer and MJP Electrical to carry out the Works of which these terms form a part and (where these terms are a schedule to a signed agreement between the Customer and MJP Electrical ("the Agreement")) the Agreement, "Works" means the works described in MJP Electrical estimate and/or as referred to MJP Electrical in Work Detail Sheet or any other document or email issued by MJP Electrical as may be varied by agreement in writing between the parties. For the purposes of these terms, "in writing" includes by email and any document which is set out in a hand-held device and any signature on a hand-held screen shall be treated as in writing. In these terms words importing the masculine gender also include the neuter and the feminine gender and words importing the singular number include also the plural number, where the context so requires.

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2. General

2.1 The Customer will be treated as an Account Customer or a Non-Account Customer, according to MJP Electrical reasonable discretion.

2.2 All estimates given by MJP Electrical all orders and instructions given by the Customer, and all work authorisations, are governed by these terms. They supersede any other terms appearing elsewhere and override and exclude any other terms stipulated or incorporated or referred to by the Customer, whether in the order or instructions or in any negotiations or in any course of dealing established between MJP Electrical the Customer, except where these terms are a schedule to a signed Agreement between the Customer and MJP Electrical, in which event these terms apply only to the extent not inconsistent with that Agreement.

2.3 The Customer acknowledges that MJP Electrical not made any representations (other than any expressly stated in the Contract and/or in MJP Electrical estimate) which have induced it to enter the Contract and the Contract shall constitute the entire understanding between the Customer and MJP Electrical for the performance of the Works (and detailed in paragraph 4 below).

2.4 No modification to the Contract shall be effective unless made by an express written agreement or email exchange between the parties. The signing on behalf of MJP Electrical of any documentation of the Customer shall not imply any modification of the Contract.

2.5 Nothing in this Contract is intended to confer on any person any right to enforce any term which that person would not have but for The Contracts (Rights of Third Parties) Act 1999. Accordingly, a person who is not a party to this Contract shall have no rights under that Act to enforce any of its terms, but this does not affect any right or remedy of such person which exists or is available apart from that Act.

2.6 MJP Electrical uses trusted partners along with directly employed electricians to complete contracted works.

3. Estimates and variations to the price

3.1 Any estimate by MJP Electrical is subject to withdrawal by MJP Electrical at any time before receipt of an unqualified acceptance from the Customer and shall be deemed to be withdrawn unless so accepted within 28 days from its date.

3.2 Unless otherwise specified by MJP Electrical in the relevant estimate, an estimate is not a firm or fixed price quotation. It is an estimate of the likely minimum cost of the Works, based on the information made available to MJP Electrical. MJP Electrical final price will be calculated on the basis specified in the estimate, if any, or, if none, in accordance with MJP Electrical standard Account Rate's applicable at the time the Works are carried out and may be increased above (but not reduced below) the specified price. Furthermore, MJP Electrical reserves the right to increase the price before carrying out the Works by an amount equivalent to any increase to MJP



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Electrical in the cost of relevant materials, labour, equipment hire or transport since the date upon which MJP Electrical estimate, written, emailed or oral, was given, save that if this would increase the estimated price by more than 10%, the Customer may cancel the Contract provided it does so before the Works are begun, any relevant materials are ordered or any relevant equipment is hired.

3.3 MJP Electrical reserves the right to charge a fee for the collection of materials from its supplier except with respect to works for which there is an estimate. If the collection occurs whilst MJP Electrical is on site, the time taken will be treated as an addition to the Works and charged at the relevant rate. If the materials are ordered for subsequent collection and delivery, a charge may be made by MJP Electrical of £50 plus VAT. Materials will be supplied at cost net after MJP Electrical discounts plus MJP Electrical normal mark-up to cover handling, stock maintenance, etc.

3.4 MJP Electrical standard Account Rate Card is available for inspection at MJP Electrical during normal business hours. The Account Rate Card specifies half hourly rates. There is a minimum charge of one hour per visit. Subject to that, charges are made by the half hour, rounded up to the next half hour.

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4. The Works

All descriptions, illustrations etc. contained in any catalogues, price lists or advertisements, or otherwise communicated to the Customer, are intended merely to present a general idea of the Works and nothing contained in any of them shall form a part of the Contract.

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5. The Price

The price payable by the Customer is calculated as specified in paragraph 3 above. Unless otherwise stated, the price and all estimates provided by MJP Electrical are shown exclusive of Value Added Tax which will be payable in addition where properly chargeable.

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6. Payment

6.1 Non-Account Customers: Payment for the first hour's attendance, or the agreed allotted time, is required to confirm a booking. Any further payments are to be made immediately upon completion of the Works. 100% payment is required prior to the commencement of any quoted Work.

6.2 Account Customers: MJP Electrical will seek to submit invoices to the Customer within 14 days of completion of the Works and, subject to paragraph 8 below, payment must be made by the Customer within 30 days after the date of issue of the invoice.

6.3 Snagging: Where the Works have been completed subject to snagging, 95% of all amounts outstanding must be paid on such completion and the Customer must provide access to MJP Electrical without delay to enable the snagging to be finalised. The balance of 5% will become payable upon the finalisation of the snagging or, if access has not been made available to carry out the snagging within 14 days of completion, at the expiry of such 14 day period.

6.4 Where the Customer is represented by a third party (such as a managing agent, contractor or other representative), in the event of non-payment by the Customer, the third party will be responsible for payment unless MJP Electrical has agreed otherwise in writing.

6.5 MJP Electrical shall be entitled to interest on a daily basis on any amount not paid on the due date for payment from such due date until payment in full at 4% above the Bank of England base rate at the relevant time. If payment is not received in full before the due date MJP Electrical will appoint a debt collection service who will pursue the debt with the customer. The customer will be liable for any costs and legal fees associated with this service which may also affect your credit rating if not settled.

6.6 MJP Electrical shall not be required to issue or deliver any certificates, guarantees or other similar documents regarding the Works until payment has been made in full.

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7. Commencement and Completion Dates

Dates specified for the commencement and completion of the Works are estimates only. MJP Electrical shall use all reasonable endeavours to ensure that it will attend on the date agreed and within two hours of the time given



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for standard weekday attendance. However, MJP Electrical accepts no liability in respect of non-attendance or late attendance on site, or for the late or non-delivery of materials. Time shall not be of the essence of the Contract except as provided in paragraph 16 below.

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8. Inspection of Works

The Customer shall inspect the Works as far as it is reasonably possible to do so immediately upon their completion (though failure to countersign the relevant Works Detail Sheet shall not imply rejection of the Works) and if it considers that the Works or any part thereof are not in accordance with the Contract, it shall within 7 days from the date of inspection give detailed notice in writing thereof. In the absence of any such notice, the Works shall be conclusively presumed to be complete and free from any defect which would be apparent on reasonable examination.

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9. Indemnity

The Customer shall indemnify MJP Electrical against all actions, suits, claims, demands, losses, charges, costs and expenses which MJP Electrical may suffer or incur in connection with a claim by any third party resulting from a breach of the Customer's obligations, undertakings, representations and warranties in connection with this Contract.

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10. Whole agreement and Exclusion of liability

These terms set out MJP Electrical entire liability in respect of the Works and MJP Electrical liability under them shall be in lieu and to the exclusion of all other warranties, conditions, terms and liabilities, expressed or implied, in respect of the Works and the quality thereof.

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11. Limitation of Liability, and Liability of MJP Electrical MJP Electrical liability shall be limited to:

11.1 the repair or making good of any defect pursuant to its undertaking in paragraph 13 below and subject always to paragraph 8 above;

11.2 liability for death or personal injury resulting from negligence in the course of carrying out MJP Electrical duties, and

11.3 the reasonable costs of repair or reinstatement of any loss or damage to the Customer's property if such loss or damage results from MJP Electrical negligence or that of its employees, agents or sub-contractors and the Customer incurs such costs.

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12. Access

The Customer shall provide clear access to enable MJP Electrical to undertake the Works and will make all necessary arrangements with the proper persons or authorities for any traffic controls and signals or other permits or permissions required in connection with the carrying out of the Works. The Customer will at all times provide a safe working environment for MJP Electrical and its employees, agents and sub-contractors for the purposes of carrying out the Works. Where applicable to drainage works, the Customer will provide, if possible, a plan showing drain layouts. If this is not available, MJP Electrical reserves the right to render additional charges at the relevant applicable rate in accordance with paragraph 3.2 above if blockages occur in drains not covered by the specifications or if it is necessary to trace unidentified drains to complete the Works. The Customer must obtain any permission for MJP Electrical to proceed over property belonging to third parties if this is necessary for the proper execution of the Works and shall obtain any permission necessary to carry out work on property belonging to third parties. The Customer shall indemnify MJP Electrical against all claims of whatsoever nature made by third parties arising out of the presence of MJP Electrical its employees, agents or sub-contractors on the Customer's property save where such claim results directly from negligence on MJP Electrical part. The Customer shall be liable to MJP Electrical all loss or damage whether direct, indirect or consequential which is suffered by MJP Electrical as a result of failure or delay by the Customer in performing the obligations referred to above.

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13. Defects

Subject to paragraph 8 above and the exclusions listed below, MJP Electrical undertakes to repair or make good any defect in completed work which appears within six months of completion of the same to the extent that such defect arises from a breach of MJP Electrical obligations under this Contract and provided that details of the defect are notified by the Customer to MJP Electrical in writing within such period and that MJP Electrical and its insurers are given the opportunity of inspecting the work and the alleged defect. This undertaking shall only apply to work carried out and completed and invoiced by MJP Electrical which is paid for by the Customer by the due date for payment ascertained in accordance with paragraph 6 above. If MJP Electrical to the site at the Customer's request to review a claim under this undertaking and it transpires that the defect had not arisen as a result of

a breach of this Contract on the part of MJP Electrical, MJP Electrical reserves the right to charge the Customer for the visit at its standard rate as per paragraph 3 above. MJP Electrical the right not to carry out any work under this paragraph 13 where the Customer cannot evidence that the work was originally carried out and completed by MJP Electrical where payment has not been made in full for such work. Exclusions are:

- Parts and materials will be provided only with the benefit of the manufacturer's / supplier's guarantee and are not guaranteed by MJP Electrical.
- Systems or structures not installed by MJP Electrical.
- Any recall arising from circumstances or factors known to the Customer but not notified or disclosed to MJP Electrical prior to the work having been undertaken.
- Defects resulting from misuse, wilful act, or faulty workmanship by the Customer or anyone working for or under the direction of the Customer (other than MJP Electrical).
- Structural defects encompassing but not limited to subsidence and its resultant effect.
- Damage to drainage systems caused by root penetration or any other outside force.
- Any roofing work where MJP Electrical advises that the overall condition of the roof is poor and is in need of more extensive work and the work to be undertaken involves less than 20% of the area of the roof.
- Any work to repair an existing lock, or to fit any lock not supplied by MJP Electrical.

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14. Force Majeure

MJP Electrical will use all reasonable endeavours to carry out the Works on the agreed dates but shall not be under any liability to the Customer if it should be either impossible or impracticable to carry out the Works on the agreed dates or at all, by reason of strike, lock out, industrial dispute, act of god or any other event or occurrence beyond MJP Electrical control.

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15. Customer's Liability

The Customer shall be liable for:

- Any loss, damage or injury, whether direct or indirect or consequential, resulting from failure or delay in the performance of the Customer's obligations under these terms.
- Providing all necessary power and a clean water supply for MJP Electrical use in the execution of the contracted works.
- The safety of both plant and machinery belonging to or hired in by MJP Electrical or its employees, agents or sub-contractors and shall indemnify MJP Electrical against its loss, theft or damage.

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16. Cancellation

16.1 If the Customer cancels the Contract without MJP Electrical consent other than pursuant to paragraph 3.2 above, the Customer shall indemnify MJP Electrical against all loss, damage, claims or actions arising out of such cancellation unless otherwise agreed in writing, and for the avoidance of doubt any such cancellation is without prejudice to MJP Electrical right to payment in accordance with paragraph 6 above.

16.2 If the Customer wishes to cancel an appointment for a visit by MJP Electrical, the Customer will incur a cancellation fee of £10 (plus VAT) if the cancellation is made less than 24 hours (but more than 2 hours) before the time scheduled for the appointment. If the cancellation is made 2 hours or less before the scheduled appointment time the fee will increase to £50 (plus VAT).



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16.3 If the Customer cancels work to be undertaken pursuant to an estimate accepted by the Customer, subject to paragraph 3.2 above the Customer will be liable for a cancellation charge of 5% of the estimate price if the cancellation is made less than 14 days prior to the specified commencement date for the Works, 10% of the estimate price if the cancellation is made less than 7 days prior to the said specified commencement date and 20% of the estimate price if the cancellation is made less than 2 days prior to the said specified commencement date.

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17. Removal of Waste Materials

Unless agreed in writing between the parties, the Customer will be responsible for the removal from site of all waste materials resulting from the Works.

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18. Frozen Pipes

MJP Electrical will not be liable for any fracture found in frozen pipes attended by MJP Electrical. MJP Electrical will not guarantee to clear blockages occurring in a frozen pipe or drain.

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19. Waiver, Variation etc.

No waiver by MJP Electrical any breach by the Customer shall operate as a waiver of any preceding or subsequent breach by the Customer. No variation shall be effective against MJP Electrical unless sanctioned in writing by MJP Electrical. No forbearance or delay on MJP Electrical part shall prejudice MJP Electrical and remedies under this Contract.



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