CONDITIONS

1. General

Acceptance of the tender includes acceptance of the following Terms and Conditions.

2. Period of Tender

The Tender remains open for 30 days unless previously withdrawn. Thereafter, the Tender is subject to confirmation or adjustment by the Contractor.

3. Basis of Tender

(i) All increases or decreases in labour and/or material costs arising after the date of tender may be recovered from or allowed to the Customer unless the tender expressly excludes this Condition.

ii) The Tender is based on the work being effected during normal working hours, Monday to Friday.

(iii) Variations or additional work shall be charged on time and material basis unless the subject of a separate quotation accepted by the Customer. (iv) The laying of cables and conduit runs is by shortest practicable routes.

(v) Work by other Trades, chasing and making good etc, any Statutory fees, or charges for work done by Supply Authority or Local Authority is not included.

(vi) Whilst reasonable care will be taken, the Tender does not include for incidental redecoration or other works consequent upon the proper execution of the work.

4. Terms of Payment

(i) Payment in full shall be due on completion of the work and shall be made within 14/28* days of the date of a written application / invoice submitted by the Contractor. (ii) Where the Contract Period is in excess of 4 weeks, written applications/invoices may be submitted monthly for the total value of work executed - less previous payments - the net amount due to be paid by the Customer within 14/28 days.

(iii) Failure by the Customer to make any payment as aforesaid shall entitle the Contractor to suspend work and/or charge interest on the amount outstanding at 4% above Base Rate of the Contractor's Bank from time to time in force. (iv) All materials remain the property of the Contractor until payment has been made in full.

5. Completion

The Contractor shall endeavour to carry out the work within the period stipulated or, if no period is stipulated, within a reasonable time, and shall not be held responsible for any loss or damage arising out of delay due to any cause beyond the Contractor's control.

6. Consequential Loss or Damage

Without prejudice to the Customer's Statutory rights, the Contractor will pass to the Customer the benefit of any guarantees the Contractor has received in respect of materials supplied by the Contractor and undertakes to repair or, if necessary, replace free of charge any materials or work found to be defective if the defect is due to faulty workmanship by the Contractor, his servants or agents and is brought to his attention within 12 months of the completion of the work, provided nevertheless that:

(a) The Contractor accepts no responsibility for any drawing, design or specification not prepared by him
(b) The Contractor's responsibility to the Customer is limited to the fulfilment of the Contract in a proper and workmanlike manner and the Contractor shall not be liable for any consequential loss or damage arising out of the execution of the Contract, unless due to the negligence of the Contractor, his servants, or agents.
(c) The Contractor shall not be liable for any wear and tear, loss or damage, direct or indirect, nor for any extra work entailed due to the apparatus being put into operation by the Customer or by the Contractor, his servants, or agents at the Customer's request before it is handed over for beneficial use.
(d) The repair or replacement of any faulty work or materials shall only be carried out by the Contractor, his servants, or agents; otherwise the Contractor's warranties as to repair or replacement shall not apply.
(e) The Contractor will take reasonable care but accepts no liability for damage to furniture or other fixtures and fittings which have to be moved by the Contractor or his workmen in order to carry out the Contract Works. Without prejudice to this the Contractor will maintain adequate Public Liability Insurance cover for at least the duration of the Contract

7. Complaints Procedure

ECA Complaints Management Procedure

(a) Customer care

(i) Customers that employ ECA Registered companies will understand that they are using a firm that operates to British and/or international standards, industry best practice, and a standard of workmanship that is generally good practice in their trade, and incorporated within the ECA's Code of Fair Trading.

(ii) As part of the qualifying criteria for ECA Membership, companies must have procedures in place that give proper consideration to customer complaints with an aim to resolve all disputes wherever possible. As a general rule, complaints should always be addressed to the individual, or Company, with the direct contractual responsibility for the work carried out. In some cases this may not be the individual contractor but a Building Company, or 'main-contractor, and it would be their responsibility to investigate your complaint.

Should complaints remain unresolved after this process has been followed they should then be submitted to the ECA's Complaints Management Procedure.

(iii) The ECA has an obligation to carry out quick, user-friendly and effective procedures for dealing with such complaints, including a resolution process that attempts to arrange a solution acceptable to both parties. The ECAs Complaints Management Procedure satisfies this obligation and is set out below.

(b)Complaints against an ECA Member

(i) Complaints about ECA Registered Members must be made in writing to:

ECA Complaints Administrator
Membership Department
ECA Court
24-26 South Park
TN13 1DU
Tel: 020 7313 4800
Email: membership@eca.co.uk. An ECA Complaints Record Forms can be downloaded from the Complaints section of the ECA website, www.eca.co.uk
(iii) Upon receipt of a written complaint about an ECA Registered Member, the Complaints Administrator will contact the company to verify that their own complaints procedure has been completed. Where the registered company has no knowledge of the complaint, the complainant will be referred back to the original contractor. The ECA Complaints Management Procedure will only apply where the contractors own complaints procedure has failed to satisfy the requirements of the customer.
(ii) All written complaints will be reviewed by the ECA Complaints Handler to determine the nature of the complaint and the course of action appropriate. The complaint will be acknowledged, to the complainant and involved ECA Member, wherever practicable, within a maximum of five working days, and will include an outline of the proposed course of action.
(c) How disputes will be determined
(i) The general nature of the complaint will determine the course of action taken, and for the purposes of this procedure complaints are classified under two board headings
- workmanship' or contractual.
Workmanship
(ii) In a case of complains about the workmanship of an ECA Member, an Inspection on Demand facility will be offered to the customer. This is an independent technical inspection of the work to assess compliance with 'Relevant Standards. As a matter of policy that involved ECA Member will be in attendance at the inspection to identify both the work they directly responsible for, and any related contractual considerations.
(iii) A formal Inspection Report will be provided to all parties, and used as the basis for all related remedial work. The ECA Member should always be given the opportunity to correct any non-conformances, and this will be at no extra-cost to the Client. (iv) If, following such an inspection, the ECA Member fails to put right any work which does not meet the 'Relevant Standards' of the ECA's Warranty, where applicable, may provide a remedy for consumers to have defective work put right by a separate ECA Member.

COMPLAINTS POLICY
The business always endeavours to provide the best service. However, on rare occasions there may be times where a customer may not be completely satisfied.
To ensure the business can put things right for you, as soon as possible after the completion of the works, please inspect the work to ensure everything has been carried out based on the contract terms and to the high standards the business aims to achieve.
Please contact the business straight away with any concerns either by phone, email or write to us. If writing, get proof of posting.
Business Complaint Procedure
On receipt of your complaint the business aims to respond within 5 days.
The business will arrange a convenient date to come and view and/or remedy the situation within 28 days.
In the unlikely event the business is unable to resolve your complaint having exhausted the business complaints procedure, it may be necessary to use another complaint service. Where the business cannot resolve the complaint to your satisfaction and/or agree to the final resolution requests confirmed to us; and both parties agree a ‘deadlock’ has been reached, you can then escalate your complaint.
The business has access to an Alternative Dispute Resolution (ADR) service for our domestic installation, service, repair and maintenance contracts as part of the Which? Trusted Traders Endorsement. If you choose to you can refer your complaint to Which? Trusted Traders’ Alternative Dispute Resolution. You will need to contact Which? Trusted Traders on 02922 670 040 who can explain if you are eligible to use their Alternative Dispute Resolution.