

Please read the following important terms and conditions before you buy anything from us and check that they contain everything which you want and nothing that you are not willing to agree to.

Some of these terms only apply if you are a Consumer. If you are acting in the course of a business, you are considered a Business Customer, and some of the terms below do not apply to you.

Summary of some of your key rights as a Consumer:

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that in most cases, you can cancel within 14 days. If you agree the service will start within this time, you may be charged for what you've used.

The Consumer Rights Act 2015 says:

you can ask us to repeat or fix the service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it

if a price hasn't been agreed upfront, what you're asked to pay must be reasonable

if a time hasn't been agreed upfront, it must be carried out within a reasonable time

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 03454 04 05 06.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below, which you should read carefully.

This contract sets out:

- your legal rights and responsibilities
- our legal rights and responsibilities, and
- certain key information required by law

This contract is used for when you and we enter into a contract in your house or work premises.

In this contract:

- 'We', 'us' or 'our' means Blaby Electrical Limited, and
- 'You' or 'your' means the person or business buying services from us

If you don't understand any of this contract and want to talk to us about it, please speak with our representative or contact us by:

- e-mail enquiries@blabyelectrical.co.uk (Monday to Friday: 8:30am to 5:00pm), and
- telephone 0116 288 3493 (Monday to Friday: 8:30am to 5:00pm).

Who are we?

We are registered in England and Wales under company number: 02616185

Our registered office is at: Waterloo House, 12 Waterloo Crescent, Wigston, Leicester, Leicestershire, LE18 3QH

Our VAT number is: 424 5719 50

1 Introduction

- 1.1 If you buy services from us you agree to be legally bound by this contract.
- 1.2 When buying any services you also agree to be legally bound by:
 - 1.2.1 any documents referred to in these Terms and Conditions.
 - 1.2.2 extra terms which may add to, or replace some of, this contract. We will contact you to let you know if we intend to do this by giving you one month's notice. To the extent that the services provided are ongoing and not a one-off purchase, you can end this contract at any time by giving one month's notice if we tell you extra terms apply
 - 1.2.3 specific terms which apply to certain services. If you want to see these specific terms, please speak with our representative who will tell you when specific terms apply

All these documents form part of this contract as though set out in full here.

2 Information we give you as a Consumer

- 2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give Consumer's certain key information before a legally binding contract between you and us is made (see the summary box below). We will give you this information in a clear and understandable way. Typically, our representative will give you this information on paper before you buy the services from us. Some of this information is also set out in this contract, such as information on our complaint handling policy (see clause 13). This terms does not apply to Business Customers.

Information we will give you

We will give you information on:

- The main characteristics of the services you want to buy
- who we are, where we are based and how you can contact us
- The total price of the services including any taxes (or where this cannot reasonably be worked out in advance, the manner in which we will work out the price)
- The arrangements for payment and carrying out the services.
- How to exercise your right to cancel the contract and the costs of doing so
- Our complaint handling policy

Our after-sales services Our commercial guarantees

- 2.2 The key information we give you by law forms part of this contract (as though it is set out in full here).
- 2.3 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

3 Your privacy and personal information

- 3.1 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.
- 3.2 Our Privacy Policy is available at <https://blabyelectrical.co.uk/privacy-policy/>

4 Ordering services from us

- 4.1 Below, we set out how a legally binding contract between you and us is made:
- 4.1.1 Any quotation given by us before you make an order for services is not a binding offer by us to supply such services.
- 4.1.2 When you decide to place an order for services with us, this is when you offer to buy such services from us.
- 4.1.3 When you place your order with our representative, he or she will acknowledge it in person, or if this is not possible, by telephone or by email. This acknowledgement does not, however, mean that your order has been accepted.
- 4.1.4 We may contact you to say that we do not accept your order. If we do this, we will try to tell you promptly why we do not accept your order. This is typically for the following reasons:
- (a) we cannot carry out the services (this may be because, for example, we have a shortage of staff)
 - (b) we cannot authorise your payment
 - (c) you are not allowed to buy the services from us
 - (d) we are not allowed to sell the services to you
 - (e) there has been a mistake on the pricing or description of the services
- 4.1.5 We will only accept your order when our representative confirms this to you by way of written confirmation via email (Confirmation E-mail) or verbal confirmation via telephone. At this point:
- (a) a legally binding contract will be in place between you and us, and
 - (b) we will start to carry out the services in the way you and we have agreed
- 4.2 If you are under the age of 18 you may not buy any services from us.

5 Carrying out of the services

- 5.1 We must carry out the services by the time or within the period which you and we agree (either with our representative or in writing). If you and we have agreed no time or period, this will be within a reasonable time.
- 5.2 Our carrying out of the services might be affected by events beyond our reasonable control. If so, there might be a delay before we can restart the services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to restart the services as soon as those events have been fixed. Examples of events which might be beyond our reasonable control include:
- 5.2.1 you change the services (and this means we have to do extra work or wait for extra materials)
 - 5.2.2 we have to wait for your other providers to complete their work before we are able to carry out the services
 - 5.2.3 materials are not delivered at the time agreed with the supplier of the materials (and we cannot obtain a replacement within a reasonable time or the price charged by a supplier is much higher than the original charge)
 - 5.2.4 we cannot access the site at the times we agreed with you
 - 5.2.5 you have not prepared the site in the way we agreed with you
 - 5.2.6 poor weather conditions
- 5.3 When we carry out the services, we might not have all of the materials we need. This might be for a number of reasons, such as:
- 5.3.1 we have not provided an estimate to you and cannot work out what materials are necessary until we start carrying out the services
 - 5.3.2 where we have provided an estimate, it might not have been possible to work out what materials we needed at the time we provided the estimate to you and this might only be revealed when we start carrying out the services
 - 5.3.3 whether or not we have provided an estimate, the condition of an item or the area where the services are being carried out might become apparent only when we start carrying out the services and it might not have been possible to establish it until that point
- 5.4 If we need to purchase extra materials, we will buy them from a local supplier, where possible. If we cannot do this:
- 5.4.1 we will order them from elsewhere and return later to continue to carry out the services
 - 5.4.2 we may charge you for any travel time at our standard scale of charges in force at the time of your order up to a maximum of 40 miles & 2 hours. We will let you know if we intend to do this.
 - 5.4.3 we may charge you for time spent in contacting suppliers up to a maximum of 3 hours. We will let you know if we intend to do this. We will not charge you for any time spent in obtaining any wrong materials.

6 Charges and payment

- 6.1 We will let you know the basis of calculating the charges for the services and related goods (and any extra charges such as delivery charges) to the fullest extent we can when you place an order with us.
- 6.2 We accept cash, cheques, and credit cards and debit cards.
- 6.3 We may at our discretion request a deposit or an initial payment or may issue interim invoices as the work proceeds which we will require you to pay before we will proceed with the work or further work respectively.
- 6.4 All invoices must be paid in full within 7 days of being raised, unless otherwise agreed in writing or stated within a quotation. In which case the detailed payment terms would take precedence.
- 6.5 All payments by credit card or debit card need to be authorised by the relevant card issuer.
- 6.6 If your payment is not received by us under clause 6.3 & 6.4, we may also charge interest on any balance outstanding at the rate of 8% percentage points a year above National Westminster Bank plc's base rate.
- 6.7 The price of the services:
 - 6.7.1 is in pounds sterling (£)(GBP)
 - 6.7.2 excludes VAT at the applicable rate

7 Consumer's Right to cancel this contract

- 7.1 This clause 7 does not apply to Business Customers.
- 7.2 You have the right to cancel this contract within 14 days without giving any reason.
- 7.3 The cancellation period will expire after 14 days of the conclusion of the contract.

- 7.4 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg a letter sent by post, fax or email). You can use the model cancellation form set out in the box below, but it is not obligatory.

Cancellation form

To Blaby Electrical Limited]:

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

- 7.5 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired
- 7.6 We will wait until the 14-day cancellation period in this clause 7 is over before we start to carry out the services, unless:
- 7.6.1 you want us to carry out the services during the 14–day cancellation period
- 7.6.2 we have agreed to do so, and
- 7.6.3 you have signed a written confirmation (a copy of which is set out in the box below) and given it to our representative (if you do this, the written confirmation which you sign will form part of this contract as though set out in full here)

Written confirmation to start carrying out the services within the 14-day cancellation period

Confirmation to start work early:

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that in most cases, you can cancel the contract within 14 days. This may happen because you change your mind.

By signing this written confirmation and giving it to our representative, you agree that, on your request, we can start to carry out the services during the 14–day cancellation period.

You still have a right to change your mind and cancel the contract during the 14–day cancellation period, however, we will charge you for the cost of the services carried out by us until the time when you tell us that you want to cancel the contract. The amount we charge you will be in proportion to what we have carried out, in comparison with the full coverage of this contract.

You acknowledge, however, that you will lose the right to change your mind and cancel the contract during the 14–day cancellation period once the services have been fully carried out by us. If this happens, we will charge you for the full cost of the services carried out by us.

To Blaby Electrical Limited

I/We [*] hereby give notice that I/We [*] request you to supply of the following service [*] on the following date [*]

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s),

Date

[*] Delete/ insert details as appropriate

8 Effects of cancellation

- 8.1 If you cancel this contract, we will reimburse to you all payments received from you except where we are allowed to keep such payments such as where we have started carrying out the services within the 14–day cancellation period and you have signed our written confirmation to start carrying out the services within the 14–day cancellation period' (see clause 7.6 for more details).
- 8.2 We will make the reimbursement without undue delay, and not later than 14 days after the days on which we are informed about your decision to cancel this contract.
- 8.3 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

9 Nature of the services

- 9.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example:
- 9.1.1 the services are carried out with reasonable care and skill
 - 9.1.2 you must pay a reasonable price for the services, and no more if you and we haven't fixed a price for the services, and
 - 9.1.3 we must carry out the services within a reasonable time if you and we haven't fixed a time for the services to be carried out
- 9.2 If you are a Consumer, these statutory rights form part of the contract between you and us.

10 Faulty services

- 10.1 This paragraph 10 does not apply to Business Customers.
- 10.2 Your legal rights as a Consumer under the Consumer Rights Act 2015 (also known as 'statutory rights'), are set out at the top of this contract. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please:
- 10.2.1 speak with us in store and ask for our information sheet:
 - 10.2.2 visit our webpage: <http://blabyelectrical.co.uk/>
 - 10.2.3 contact us using the contact details at the top of this page, or
 - 10.2.4 visit the Citizens Advice website www.citizensadvice.org.uk or call 03454 04 05 06
- 10.3 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.
- 10.4 Please contact us using the contact details at the top of this page, if you want:
- 10.4.1 us to repeat the services
 - 10.4.2 us to fix the services
 - 10.4.3 a price reduction
 - 10.4.4 a refund

11 End of the contract

- 11.1 If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

12 Limitation of liability

- 12.1 The extent of the parties' liability under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 12.
- 12.2 Subject to clauses 12.4 and 12.7, neither party shall be liable for consequential, indirect or special losses.
- 12.3 Subject to clauses 12.4 and 12.7, neither party shall be liable to any of the follow (whether direct or indirect):
- 12.3.1 Loss of data that is not
 - 12.3.2 Loss of us;
 - 12.3.3 Loss of production;
 - 12.3.4 Loss of contract;
 - 12.3.5 Loss of opportunity;
 - 12.3.6 Loss of savings, discount or rebate (whether actual or anticipated);
- 12.4 The limitations of liability set out in clause 12.1 and 12.3 shall not apply in respect of any indemnities given by either party under these terms.
- 12.5 In any event, we shall not be liable to you for any sums over and above the price paid for our Services.
- 12.6 Except as expressly stated in these terms, and subject to clause 12.6, all warranties and conditions whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.
- 12.7 Notwithstanding any provision of these terms, the liability of the parties shall not be limited in any way in respect of the following:
- 12.7.1 Death or personal injury caused by negligence;
 - 12.7.2 Fraud or misrepresentation;
 - 12.7.3 Any other losses which cannot be excluded or limited by applicable law.

13 Disputes

13.1 We will try to resolve any disputes with you quickly and efficiently.

13.2 If you are unhappy with:

13.2.1 the services

13.2.2 our service to you generally

13.2.3 any other matter

please contact us as soon as possible.

13.3 If you and we cannot resolve a dispute using our internal complaint handling procedure, we will:

13.3.1 let you know that we cannot settle the dispute with you, and

13.3.2 give you certain information required by law about our alternative dispute resolution provider.

13.4 If you want to take court proceedings, the relevant courts in the part of the United Kingdom where you live will have non-exclusive jurisdiction in relation to this contract

13.5 The laws of England and Wales will apply to this contract

14 Third party rights

14.1 No one other than a party to this contract has any right to enforce any term of this contract

Signed by Ben French, Managing Director. for and on behalf of Blaby Electrical Limited.	<p style="text-align: center;"><i>B. French</i></p> <hr style="border-top: 1px dotted black;"/> <p style="text-align: center;">Authorised signatory</p>
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