



## Terms and conditions

2023

### **Terms and Conditions for the Provision of Electrical Services**

These Terms and Conditions are the standard terms which apply to the provision of electrical services by Electrical Estimates Limited to customers who require electrical services to be provided at their personal property, business or a property on behalf of a third party, employer or property otherwise owned by their employer. Please read them carefully and ensure that you understand and agree to them. If you have any questions, please do not hesitate to contact us.

These Terms and Conditions apply where the customer is a “Consumer” as defined by the Consumer Rights Act 2015.

The purpose of this document is to outline our standard terms and conditions and may be supplementary to JCT contracts.

#### **1. Information about Us**

- 1.1. Electrical Estimates are a Private Limited Company.  
VAT register number: 350259023
- 1.2. Company registration number 12290482
- 1.3. Registered office address: 26 Alexandra Road, Aberystwyth Ceredigion, SY23 1LN
- 1.4. We are registered with a recognised and authorised self-certification scheme; the National Inspection Council for Electrical Installation Contractors (NICEIC). Our registration number is 042846000
- 1.5. We are a member of Construction Line (inc. SSIP) ref: 80511

#### **2. Contact Details**

- 2.1. Address: 26 Alexandra Road, Aberystwyth Ceredigion, SY23 1LN
- 2.2 Telephone: 01970 615 616
- 2.3. Email: [quotes@electrical estimates.co.uk](mailto:quotes@electrical estimates.co.uk)

#### **3. Orders**

- 3.1. We undertake works from minor domestic to larger commercial up to but restricted to the value of £500k
- 3.2. We accept orders for Electrical Services via telephone and email, but require written authorisation to begin works typically via email. For larger works or works undertaken on behalf of companies, organisations or businesses we require an official purchase order that includes the agreed costs or the understanding that the purchase order covers all costs incurred.
- 3.3. Once work has been ordered by you and accepted by us, you and we will enter a contract (“Agreement”), which will incorporate, and be subject to, these Terms and Conditions.

#### 4. Estimates and Quotes

4.1. Electrical Estimates Limited only produce estimates in writing and will not honour verbal costings, written quotes take three forms; Long form and quick quotes both given unique reference numbers and emailed estimates which are identified by their date stamp.

4.2. Estimated times and costs are given in good faith and assume the existing installation is in a satisfactory condition, meeting the minimum requirements of BS7671 IET Wiring Regulations. Any works required to bring the relevant parts of the installation up to standard will be at additional cost, however this will be brought to your attention as soon as identified.

4.3. Should a long form or quick quote be requested, a pre-work survey of your electrical installation will be necessary, in order to ascertain the condition of the existing installation. Quotations are free of charge.

4.4. Any quotation or estimate is based on a non-destructive survey and assumes that the existing electrical installation meets the minimum requirements of BS7671 IET Wiring Regulations and has a supply present. Should we identify additional work that is required to bring the installation up to the relevant standards, we will bring this to your attention and provide you with an estimate/quote to complete any remedial work.

4.5. You may accept an estimate or quotation by providing written instruction, when this has been provided and the deposit has been paid (if applicable), a legally binding contract will be created for us to provide the electrical services and for you to pay for them.

4.6. If you wish to change your order after accepting the estimate/quotation, please contact us and we will tell you whether or not the change can be accommodated, along with any changes to the fees payable as a result. If we cannot accommodate the changes or the changes to the fees or other matters are not acceptable to you, you may cancel in accordance with our cancellation policy.

4.7. Where a breakdown of the works into component parts is provided, the estimated/quoted costs of each component will take into consideration an overlap of workings and the efficient use of time. These costs will only be applicable if the entire works are carried out in the time frame originally discussed. Where a customer decides to only carry out some of the works or decides to split the work over a different time frame a new estimate/quotation will be necessary.

4.8. Where works include the replacement of accessories, we will itemise those fittings visible during the survey. No liability can be accepted for any additional accessories which are found subsequently, for example, following the moving of furniture or inclusion of additional spaces. These will be charged as extras and work may need to be carried out at a later stage if such items need to be ordered.

## 5. Fees and Payment

5.1. Electrical Estimates Limited has an hourly rate pricing structure based on current market trends, client loyalty, value of contract as well as type of work, specialities and working conditions. Hourly rates are therefore subject to change and may differ depending on these factors. Below are the Q4 2023 – Q1 2024 new client domestic hourly rates:

£45.00 +VAT for the first hour.

£32.00 +VAT per hour, or part of, thereafter: Senior electrician

£28.75 +VAT per hour, or part of, thereafter: Junior electrician

£16.75 +VAT per hour, or part of, thereafter: Electrical apprentice/labourer

5.1.1 Specialist works which include but are not limited to data networking, fibre optics, access control, automatic door install or servicing are subject to additional hourly costs.

5.2. Our standard working hours are between 08:30hrs – 17:00hrs Monday to Friday inclusive. Work required by the customer outside of these hours will be charged at an additional rate which will be agreed, in writing, prior to works taking place.

5.3. Electrical Estimates Limited does not offer an out of hours call out service to the general public or to new/existing customers and are not obligated to attend these calls in any capacity. Electrical Estimates Limited may agree to undertake emergency calls on a case-by-case basis, and attendance to such works does not infer an ongoing agreement to attend future calls:

Pricing for emergency call outs per employee onsite:

£90.00 +VAT first hour.

£45.00 +VAT per hour, or part of, thereafter.

Out of hours services may form part of a further contract/agreement supplementary to this document that must be established in writing prior to any works taking place.

5.4. Labour costs will include travelling time to and from site.

5.5. An estimate/ quotation will include the price payable for the electrical services and for the estimated products required.

5.6. We will where reasonably possible use only the products (and quantities of products) set out in the order, however if additional products are required, we will adjust the final fee to reflect this. We will keep any increases to a necessary minimum, keep you informed at all times, and will not proceed without your agreement.

5.7. If the price of products or services increases during the period between your acceptance of a quotation and the start date, we will inform you of the increase and of any difference in the final fee. If You do not wish to accept the increase, you may cancel and receive a full refund of all sums paid including, where applicable, the deposit.

5.8. Any faults found during testing and inspection, which require immediate or urgent rectification, must be made safe prior to that circuit being reconnected. Any costs for such work will be in addition to any previously quoted/estimated figure. Such issues will be brought to the customer's attention as soon as practicable.

## 6. Health and Safety

6.1. The health and safety of customers and employees is taken extremely seriously and therefore work is carried out in accordance with the Health & Safety at Work etc Act 1974, the Electricity at Work Act 1989, BS7671 IET Wiring Regulations and any other relevant legislation in force at the time of the works.

6.2. Before commencing work, we will carry out a brief visual risk assessment and inform you of any concerns. If any risks are unable to be addressed immediately, work may need to be postponed until rectified. Similarly, if any risks become apparent during the course of the work, these will need to be resolved before work continues.

6.3. In order to keep children, vulnerable people or onsite staff safe, they should be kept away from the work area and supervised at all times whilst work is carried out within the building, where possible work areas will be outlined in the RAMS.

6.4. If the presence of asbestos is suspected/known within the property, please bring this to our attention at the earliest opportunity. If asbestos is suspected whilst work is being carried out, work will be suspended and tests must be carried out by a specialist contractor to ascertain if this is the case. Once confirmation is received that either asbestos is not present, or has been removed, work can resume. The costs of testing for asbestos, and any additional work required for removal by specialist contractors shall be borne by the customer.

6.5. Electrical Estimates Limited hold both public liability insurance and professional indemnity insurance. Please contact us if you require further details.

## 7. Electrical Services

7.1. All electrical installation work will comply with BS7671 IET Wiring Regulations and applicable Building Regulations in force at the time of the works.

7.2. We will ensure that the Electrical Services are performed with reasonable care and skill and to a reasonable standard which is consistent with best trade practice. We comply with all relevant codes of practice.

7.3. It is the customer's responsibility to obtain any relevant consents, licences or other permissions needed from any third parties such as landlords, planning authorities, local authorities or similar. These must be obtained before the electrical services commence.

7.4. We will provide the electrical services in accordance with the order / specification set out in the accepted estimate/quotation (as may be amended by agreement between you and us from time to time). We may provide sketches, plans, diagrams or similar documents in advance of the work. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification nor to guarantee specific results.

7.5. We will use reasonable endeavours to ensure that the products we use match those chosen by you and are consistent throughout the Property (or relevant parts of the Property). There may be slight variations to the same Products as a result of differences between photographs, catalogues and other materials, and the Products themselves, or as a result of minor technical changes which will not impact your use of the Product in question. We will, on request, provide a sample of the relevant product, however this may incur a charge.

7.6. It is the customer's responsibility to ensure continuous and unhindered access to the site at the agreed times. Where this is not provided, we reserve the right to charge for any additional time or visits required to complete the work.

7.7. You may either give us a set of keys to the building or be present at the agreed times to give us access. All keys will be kept safely and securely at all times.

7.8. Every effort will be made to undertake installation work in a clean and tidy manner, using dust sheets and vacuuming as necessary. However, please be aware that some additional vacuuming and cleaning down of surfaces should be expected afterwards if no allowance has been made for a professional cleaning service.

7.9. Any equipment, or furnishings susceptible to damage from dust and items of sentimental/monetary value should be removed from the work area or suitably covered, prior to our arrival on site to avoid accidental damage.

7.10. The clearing and/or moving of furniture, storage, appliances and other items obstructing access to work areas is not included within the quote/estimate, however efforts will be made to accommodate this where possible. No liability can be held for any damage caused should this service be required.

7.11. The majority of electrical work requires testing and certification, in order to comply with BS7671 IET Wiring Regulations. In order to ensure that full testing of circuits can be completed, please be aware that access may be required to parts of the building which are not within the immediate location of the work being carried out.

7.12. Whilst carrying out installation, testing and inspection work, it is likely that the electricity supply will be interrupted. This may affect all aspects of the installation and not just the specific circuit being worked on. Every effort is made to minimise disruption; however, this should be considered when scheduling in work.

7.13. No liability can be accepted for loss of power, loss of data or interruptions to online work. It is advisable to make alternative arrangements to accommodate this, for example computer battery back-up and not rely on uninterrupted access to wi-fi/internet for the duration of our visit.

7.14. Where possible, cables will be concealed in building voids, under floors or chased into walls. Where impracticable or requested by the customer, cables will be surface run (either clipped direct or enclosed in trunking/conduit).

7.15. Unless agreed beforehand, chases to walls, etc. will be left un-filled. Filling, skimming, and final decoration is excluded from the quote/estimate.

7.16. Where carpet or floor coverings require lifting, best endeavours will be made to avoid damage and to refit to an acceptable standard. Based on the age and condition of the carpet/floor covering, this may not always be possible, and it may be prudent to employ a professional carpet fitter in these cases. Please speak to us if you have any concerns.

7.17. Where work is to last for more than one working day, we will, where reasonably possible, leave the property in a clean and tidy state and minimise any disruption to you while work is being carried out. We will, wherever possible, store all tools and materials only in areas where work is being carried out or remove them from the property at the end of each working day.

7.18. Every effort will be made to ensure that electrical items are plugged back in and in working order before we leave the premises, however, no liability can be held for losses resulting from an electrical item not being plugged back in and/or switched on. We advise customers to check all equipment and appliances upon completion of our work.

7.19. Removal from site and disposal of rubble, materials, general waste and packaging is generally not included. However, Electrical Estimates Limited are registered as a waste carrier and for an additional charge, may carry out this service at our discretion. Depending on the value/type of works waste receptacles provided by a third party may be included in quotations, this will be explicitly mentioned as a separate item.

## 8. Certification

8.1. Certification and documentation will be issued in accordance with BS7671 IET Wiring Regulations, BS5839 Fire Detection and Fire Alarm Systems for Buildings, and Part P of the Building Regulations.

8.2. Any additional observations regarding your electrical installation, made during completion of work, will be noted on the electrical certification or invoice for your reference.

8.3. Certification will only be issued upon full payment of the invoice, either via email, or post. It is important to retain these documents and keep them for future reference, as a record of the work that has been carried out, confirmation that the work has been installed to the current requirements of BS7671 IET Wiring Standards and in the event of an insurance claim or selling your property.

8.4. Should copies of electrical certification be required at a later date, this may incur a small administration charge.

## 9. Payment

9.1. An invoice will be issued on completion of works. Payment is due on receipt of invoice/within time limits set by the invoice unless specifically agreed beforehand in writing. Our preferred payment method is via bank transfer; however, a cheque or cash is also accepted. We are currently only able to accept credit/debit card payments in person at our office address.

9.2. If you do not pay an invoice by the due date, we may charge you interest on the overdue sum at the rate of 8% above the Bank of England base rate until payment is made in full. Interest will accrue on a daily basis from the due date until the actual date of payment, whether before or after judgment.

9.3. If you have contacted us promptly to dispute an invoice in good faith, we will not charge interest while such a dispute is ongoing.

9.4 Small claims or further action, whilst rare are an unfortunate part of conducting business, please be aware that Electrical Estimates Limited does not take lack of payment without cause lightly and will undertake all necessary legal avenues to secure payment for services rendered. Our typical payment terms are 5days for new/one off clients, 15days for returning domestic clients and 30days for returning commercial/business clients. All other invoices are 15days. Once a period of twice the stated terms have past, Electrical Estimates Limited reserves the rights to take legal action.

## 10. Risk and Title of Goods

10.1. The risk in all goods supplied shall pass to the customer upon delivery. All goods supplied shall remain the property of Electrical Estimates Limited until all sums due have been paid in full.

10.2. The customer is responsible for ensuring that the property is insured for the duration of the installation work.

## 11. Warranty

11.1. All workmanship is guaranteed for a period of 12months.

11.2. All materials are guaranteed for 12 Months from the date of installation (unless stated otherwise in writing). Some products may have a guarantee that surpasses our company standard, it is the manufacturers responsibility to honour these guarantees.

11.3. If you discover a defect with a product supplied by us, or if they have been incorrectly described, please inform us as soon as possible, using the contact details in section 2.

11.4. If a fault develops it is your responsibility to inform us in good time and give us opportunity and access to ascertain the cause of the fault.

11.6. After the first twelve months, if any product develops a fault, you must prove that the product in question was faulty at the time we supplied it and you took ownership of it. You may be entitled to a repair or replacement, or to a partial refund depending upon the nature of the Product and any additional warranty time offered by the manufacturers any labour costs are chargeable at our current rates.

11.7. Such cover does not extend to goods supplied by the customer or third- party, or in the event of physical damage, negligence by you, as a result of your failure to follow instructions given by the Electrician or as included with the Product, wilful misuse or instances where the installation has been altered or tampered with by third parties. This warranty also excludes fair wear and tear to lamps, fuses and other consumables.

11.8. Where projects involve works by third party trades, any damage to the electrical installation by third parties shall remain the responsibility of the customer. Recovery of such costs from any third party shall be the customer's responsibility.



## 12. Changing the Start Date

12.1. If you ask us to change the agreed start date, we will make every effort to agree a revised date with you. If it is not possible to agree a revised Start Date either you or we may terminate the agreement in accordance with our cancellation policy.

12.2. If we ask you to change the agreed start date, you may either agree the revised start date with us or terminate the agreement.

## 13. Cooling Off Period

13.1. As a consumer you have a statutory right under the Consumer Rights Act to a 14-day cooling off / cancellation period.

13.2. Work shall be deemed to have been ordered when any of the following take place:

- i. A start date for the work has been agreed, verbally or in writing.
- ii. An estimate or quote is accepted.

13.3. This cooling off period ends:

- i. In relation to any Products supplied, at the end of 14 calendar days after the date on which the Products are delivered. If the Products are delivered in instalments, the 14-calendar day period begins on the day that you receive the final instalment; and
- ii. In relation to the Electrical Services, at the end of 14 calendar days after the date on which the contract is formed.

13.4. Where commencement of work is requested within fourteen days of the order date, the cooling off/ cancellation period is waived. By making such a request you acknowledge and agree to the following:

- i. If the job is completed within the 14-calendar day cooling off period, you will lose the right to cancel once the job is completed.
- ii. If you cancel the agreement after provision of the electrical services has begun, you will be required to pay for the electrical services and any products that cannot be returned to us supplied up until the point at which you inform us of your wish to cancel.
- iii. The amount due will be calculated as a proportion of the full price of the electrical services and based on the actual electrical services already provided. Any sums that have already been paid will be refunded subject to deductions calculated on this basis.

## 14. Cancellation within the cooling off period

14.1. If you wish to cancel the agreement within the cooling off period, you should inform us immediately using the contact details specified in Clause 2 of these Terms and Conditions). To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of the right to cancel before the cancellation period has expired.

14.2. If you exercise this right to cancel you will receive a full refund of any amount paid to the us in respect of the contract. We will refund money using the same method used to make the payment, unless expressly agreed otherwise. We will process the refund due to you within 14 calendar days after the day on which we are informed of the cancellation.

14.3. If you exercise the right to cancel in relation to products:

- i. We will issue a refund no later than 14 calendar days after we receive the relevant products (and will include standard delivery charges if you send the products to us).
- ii. You must return the products to us within 14 calendar days of the day on which you inform us that you wish to cancel and return them.
- iii. We may make a deduction from the refund for loss in value of any products supplied, if the loss is the result of unnecessary handling by you.
- iv. Please also note that custom made/special order products or products that become inseparably mixed with others cannot be returned.

15. Cancellation outside the cooling off period:

15.1. In addition to your rights relating to the cooling off period, you may terminate the agreement (i.e., cancel the works) at any time before the start date.

15.2. If you cancel the work after the 14-calendar day cooling off period has expired (or where it does not apply) and more than 7 calendar days before the start date, we will refund the deposit, if applicable, and any other sums paid as soon as is reasonably possible, and in any event within 14 calendar days of cancellation.

15.3. If you cancel the works after the 14-calendar day cooling off period has expired (or where it does not apply) and less than 7 calendar days before the start date, we will retain from the deposit, a sum to cover any net financial loss that we suffer due to the cancellation, if applicable. We will refund the balance of the deposit to you as soon as is reasonably possible, and in any event within 14 calendar days of cancellation. If our net financial loss is more than the amount of the deposit (and/or if no deposit has been paid), we will invoice you for the shortfall.

15.4. We may need to terminate the agreement before the start date due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of our reasonable control. If such cancellation is necessary, we will inform you as soon as is reasonably possible. We will refund the deposit, if applicable, and any other sums paid as soon as is reasonably possible, and in any event within 14 calendar days of termination.

15.5. We will try to return all unused materials in the event of a cancellation, at no cost to the customer. However, we reserve the right to charge any restocking fee which may be imposed on the return of these goods. Certain 'special order' non-standard items which are non-returnable, will be charged in full to the customer and delivered on payment.

15.6. In the event our contractors arrive on site at the agreed time and are unable to gain access, this will be considered as a cancellation and will be charged accordingly.

15.7. The statutory right to cancel does not extend to anything that has been custom made or built to measure, the full cost of which shall be accepted in the event that work is cancelled.

## 16. Termination

16.1. You may terminate the Agreement with immediate effect at any time by giving us written notice if:

- i. We have breached the agreement in any material way and have failed to remedy that breach within 14 calendar days of you asking us in writing to do so.
- ii. We enter into liquidation or have an administrator or receiver appointed over our assets.
- iii. You and we have been unable to agree a revised start date in accordance with Clause 12.
- iv. We are unable to provide the Electrical Services due to an event outside of our control in accordance with Clause 18.

16.2. We may terminate the Agreement with immediate effect by giving you written notice if:

- i. You fail to make a payment on time as required under Clause 9 (this does not affect Our right to charge interest on overdue sums under sub-Clause 9.2).
- ii. You have breached the agreement in any material way and have failed to remedy that breach within 14 calendar days of us asking you in writing to do so.
- iii. You and we have been unable to agree a revised start date in accordance with Clause 12.
- iv. You do not provide the electrician with access to the property or otherwise make it impossible for the electrician to provide the electrical services, and we have been unable to contact you to re-arrange the electrical services under sub-Clause 7.6.
- v. We have been unable to provide the Electrical Services for more than 4 weeks due to an event outside of our control (see Clause 18).

16.3. For the purposes of this Clause 16, a breach of the Agreement will be considered 'material' if it is not minimal or trivial in its consequences to the terminating Party. In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

16.4. If at the termination date:

- i. You have made any payment to us (including, but not limited to, the deposit, where applicable) for any electrical services we have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 calendar days of the termination notice. We may, however, deduct from such a refund (or charge you) reasonable compensation for the net costs we will incur as a result of your breaking the Agreement if we terminate it under sub-Clauses 15.2 i.15.2 ii. or 15.2 iv.
- ii. We have provided electrical services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, we will invoice you for those sums and you will be required to make payment in accordance with Clause 5.

## 17. Effects of Termination

17.1 If the Agreement is terminated for any reason, any clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement will remain in full force and effect.

17.2 Termination will not remove or reduce any right to damages or other remedy which either you or we may have in respect of any breach of the Agreement which exist at or before the date of termination.

## 18. Events Outside of Our Control (Force Majeure)

18.1. We will not be liable for any failure or delay in performing our obligations under these Terms and Conditions where the failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond our reasonable control.

18.2. If any event described under this clause occurs that is likely to adversely affect our performance of any of our obligations under these Terms and Conditions:

- i. We will inform you as soon as is reasonably possible.
- ii. Our obligations under the agreement will be suspended and any time limits that we are bound by will be extended accordingly.
- iii. We will inform you when the event outside of our control is over and provide details of any new dates, times or availability of electrical services as necessary.
- iv. You or we may terminate the agreement.

## 19. Complaints:

19.1. We take pride in our work and take any concerns or complaints extremely seriously. Please contact us directly, using the contact details in Section 2, if you have any queries or would like to bring anything to our attention. We will attempt to resolve these as a priority and as quickly as is reasonably possible and practicable.

19.2. If for any reason we are required to repeat the electrical services in accordance with your legal rights, we will bear any and all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full fees payable for the job and, where you have already made payment(s) to us, may result in a full or partial refund.

19.3. If we determine that a problem has been caused by incorrect or incomplete information or action provided or taken by you, we may charge you for remedial work.

19.4. We follow the Customer Complaints procedure issued by the NICEIC, a copy of which can be found at: <https://www.niceic.com/find-a-contractor/help-and-advice/contractors-and-the-niceic/how-to-complain-about-an-niciec-contractor>

## 20. Liability

20.1. We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and us when the agreement is entered into. We will not be responsible for any loss or damage that is not foreseeable.

20.2. We will maintain suitable and valid insurance including public liability insurance.

20.3. If we cause any damage to the Property; disproportionate, or not as a result to the works, we will make good that damage at no additional cost to you. We are not responsible for any pre-existing faults or damage in or to your property that we may discover while providing the electrical services. (unnecessary, disproportionate, or not as a result of the work requested to complete).

20.4. We are not liable for any loss or damage you suffer which results from your failure to follow any reasonable instructions given by us or as included with the Product.

20.5. Unless you advise us in writing, prior to works commencing, that a domestic property is utilised for purposes other than as a dwelling, we make no warranty or representation that the services are fit for commercial, business or industrial purposes of any kind. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

20.6. Nothing in these Terms and Conditions is intended to or will limit or exclude our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.

20.7. Nothing in these Terms and Conditions is intended to or will limit your legal rights as a consumer under any consumer protection legislation. For more details of your legal rights please refer to your local Citizens Advice Bureau or Trading Standards Office.

## 21. How We Use Your Personal Data (Data Protection)

21.1. All personal information that we may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and Your rights under the GDPR.

21.2. For complete details of our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice available on our website

21.3. We reserve the right to take photographs and video of completed works for our records for the purpose of estimation, commissioning and for use in our portfolio/social media unless requested not to, in writing prior to commencement of the work. We will not use photographs which identify you or your property without prior permission.

## 22. Other Important Terms

22.1. We may from time to time change these Terms and Conditions without giving you notice, but we will use our reasonable endeavours to inform you as soon as is reasonably possible of any such changes.

22.2. We may transfer (assign) our obligations and rights under the agreement to a third party (this may happen, for example, if we sell our business). If this occurs, we will inform you in

writing. Your rights under the agreement will not be affected and our obligations under the agreement will be transferred to the third party who will remain bound by them.

22.3. You may not transfer (assign) your obligations and rights under the agreement without our express written permission (such permission not to be unreasonably withheld).

22.4. The agreement is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of the Agreement.

22.5. If any provision of the agreement or these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the agreement or these Terms and Conditions and the remainder of the provision in question will not be affected.

22.6. No failure or delay by us or you in exercising any rights under the Agreement means that we or you have waived that right, and no waiver by us or you of a breach of any provision of the agreement means that we or you will waive any subsequent breach of the same or any other provision.