

VLV ELECTRICAL LTD

MASTER TERMS AND CONDITIONS OF SERVICE

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Company Number: 15403598

VAT Number: 467417271

Registered Office: 89 Maple Avenue, Bulwark, Chepstow, NP16 5RT

Email: contact@vlv-electrical.co.uk

Phone: 01291 441433

These Master Terms and Conditions of Service apply to all works, services, goods, materials, labour, inspection, testing, reporting, design input, advisory input, certification, and associated activities undertaken by **VLV Electrical Ltd.**

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Terms, unless the context otherwise requires:

“Company” / “we” / “us” / “our” means VLV Electrical Ltd.

“Client” / “you” / “your” means the person, company, landlord, tenant, managing agent, principal contractor, employer, or other party instructing the Company or accepting a quotation.

“Works” means all electrical and associated services supplied by the Company, including but not limited to inspection, testing, reporting, fault-finding, remedials, installation, alteration, replacement, certification, commissioning, and attendance.

“Site” means the property, premises, land, building, part of building, compound, or other location where the Works are to be undertaken.

“Quotation” means any written quotation, estimate, proposal, schedule of works, scope sheet, email offer, digital quote, contractor pack, marked-up scope, or other written pricing submission issued by the Company.

“Contract” means the agreement between the Company and the Client formed in accordance with Clause 3.

“Materials” means all goods, equipment, fittings, accessories, cable, containment, components, fixings, consumables, plant, and associated items supplied, ordered, procured, adapted, or installed by the Company.

“Variation” means any addition, omission, substitution, resequencing, redesign, extension, reduction, instruction, discovery, or change to the originally quoted Works or the conditions under which those Works are to be performed.

“Completion” means substantial completion of the Works to the extent reasonably possible within the agreed scope, excluding minor snagging items, matters prevented by others, unavailable areas, outstanding client decisions, or items outside the Company’s control.

“Practical Completion” means the point at which the Works are sufficiently complete for their intended use or handover, notwithstanding minor omissions, defects, snags, or documentation still being finalised.

“Certificates” / “Certification” means any electrical certification, notification, report, schedule, test result, handover document, or compliance documentation issued or to be issued by the Company.

“Working Day” means Monday to Friday excluding public holidays in England and Wales.

1.2 Interpretation

These Terms apply to domestic, commercial, mixed-use, landlord, tenanted, managed, refurbishment, fit-out, and contractor / subcontractor contexts unless expressly stated otherwise.

Headings are for convenience only and do not affect interpretation.

Where the Client consists of more than one person or entity, their liability to the Company shall be joint and several.

A reference to any legislation, regulation, standard, code, or guidance includes any amendment, replacement, re-enactment, or successor publication from time to time.

2. APPLICATION OF TERMS

2.1 Entire contractual basis

These Terms apply to and govern all Quotations and Works undertaken by the Company and form part of every Contract between the Company and the Client unless expressly varied in writing by the Company.

These Terms supersede prior oral statements, informal discussions, assumptions, representations, and previous drafts unless expressly incorporated into the Contract in writing.

2.2 Documents to be read together

Where applicable, the Contract may consist of some or all of the following documents, to be read together:

- the Quotation
- any scope of works
- any schedule of rates
- any exclusions and assumptions sheet
- any programme or access statement
- any contractor pack

- any RAMS or site-specific documentation
- any EICR, survey note, or technical report
- these Master Terms and Conditions
- any written Variation
- any later written clarification accepted by the Company

2.3 Order of precedence

In the event of conflict, the following order of precedence shall apply unless otherwise agreed in writing:

1. later written Variations or clarifications issued by the Company
2. the accepted Quotation
3. project-specific scope / exclusions / assumptions documents
4. these Terms
5. background or supporting documents

3. FORMATION OF CONTRACT

3.1 Contract formation

A binding Contract shall arise when any one or more of the following occurs:

- the Client accepts a Quotation in writing
- the Client pays a deposit
- the Client instructs the Company to proceed
- the Client accepts the Works through an online quote system or digital approval process
- the Company begins ordering Materials, scheduling labour, attending Site, or carrying out preparatory actions in reliance on the Client's instruction

Your current terms already say acceptance can occur by quotation acceptance, deposit payment, or commencement of service. That principle is being retained and strengthened here.

3.2 No reliance on verbal inclusions

No verbal statement, informal discussion, site conversation, text message, or assumed industry custom shall add to or amend the Contract unless the Company confirms the same in writing.

3.3 Authority to instruct

The Client warrants that the person instructing the Company has authority to do so on behalf of the owner, occupier, landlord, tenant, company, management company, principal contractor, or other relevant party.

If this proves untrue, the instructing party shall remain personally liable for all sums due.

4. REGULATORY AND COMPLIANCE BASIS

4.1 General compliance basis

The Company shall carry out the Works in accordance with the standards reasonably applicable to the scope instructed, including where relevant:

- BS 7671 Requirements for Electrical Installations
- Electricity at Work Regulations 1989
- Building Regulations
- Health and Safety at Work etc. Act 1974
- Construction (Design and Management) Regulations 2015
- applicable British Standards and recognised industry guidance
- manufacturer instructions
- competent person scheme requirements
- relevant fire alarm, emergency lighting, EV, inspection and testing, and related codes where applicable

Your current terms already list BS 7671, Part P, CDM, Health and Safety at Work Act, Electricity at Work Regulations, and UK GDPR as part of the governing framework.

4.2 Standard of service

The Company shall use reasonable skill and care in carrying out the Works. Nothing in these Terms shall be interpreted as guaranteeing a result beyond what is reasonably achievable having regard to the scope instructed, the condition of the existing installation, the information provided, and Site conditions.

4.3 Existing installations

The Company is not responsible for bringing the entire existing installation, building, or Site up to current standards unless that scope is expressly included in the Quotation.

Where the Works involve alteration to, extension of, or interface with an existing installation, the Company may identify defects, non-compliances, inadequacies, deterioration, capacity issues, unsafe conditions, or incompatibilities that were not included in the original scope. Such matters may require additional work, delay, isolation, redesign, or Variation.

5. QUOTATIONS, ESTIMATES, SURVEYS, ASSUMPTIONS AND RELIANCE

5.1 Nature of quotation

Unless expressly stated otherwise, a Quotation is based on the information reasonably available to the Company at the time of pricing and on the assumptions recorded or reasonably implied by the documents issued.

5.2 Estimate versus fixed scope

Where the Company states that pricing, duration, labour hours, phasing, material quantities, routes, access methods, or programme allowances are estimated, provisional, budgetary, or based on limited survey information, those items shall not be treated as fixed guarantees.

5.3 Survey limitations

Any Quotation prepared from photographs, plans, verbal descriptions, limited access surveys, non-destructive inspection, or partial opening-up is subject to the limitation that concealed conditions may differ materially from those visible at quotation stage.

5.4 Reliance on client information

The Company is entitled to rely on drawings, surveys, specifications, room uses, tenancy information, access information, circuit descriptions, existing records, and other information provided by the Client or others. The Company shall not be liable for loss arising from inaccurate, incomplete, late, misleading, or withheld information.

5.5 Validity period

Unless otherwise stated, Quotations remain open for acceptance for 30 days from issue, after which the Company reserves the right to revise pricing, scope, assumptions, material availability, and programme.

Your current terms already state that quotes are valid for 30 days unless otherwise stated.

5.6 Withdrawal or revision before acceptance

The Company may withdraw or revise any Quotation prior to Contract formation, including where supplier pricing changes, information changes, scope changes, errors are discovered, access assumptions change, or the programme position alters.

5.7 Obvious errors

The Company reserves the right to correct any typographical, clerical, mathematical, pricing, specification, or administrative error at any time before acceptance and, where reasonably necessary, after acceptance if the error is manifest and the Client knew or ought reasonably to have known of it.

6. SCOPE OF WORKS AND SCOPE BOUNDARIES

6.1 Defined scope only

The Company is only responsible for carrying out the Works expressly included within the accepted Quotation and any agreed written Variations.

6.2 Excluded works

Unless specifically included, the following are excluded:

- decorative making good
- plastering, rendering, tiling, joinery, flooring, and painting
- structural design or structural alterations
- asbestos surveys, sampling, or removal
- builder's works beyond ordinary electrical drilling, fixing, and local making good
- specialist access equipment
- out-of-hours working
- IT, data, AV, access control, CCTV, intruder alarm, fire alarm, BMS, or specialist systems not expressly included
- utility provider works
- statutory application fees
- third-party testing or specialist reports
- upgrading unrelated parts of the installation
- correction of defects outside the quoted scope

6.3 Interface risk

Where the Works interface with existing circuits, common supplies, retained landlord systems, other contractors' work, or client-supplied equipment, the Company is responsible only for its own defined scope and not for the pre-existing or third-party elements except to the extent expressly included.

6.4 No implied full-building responsibility

A Quotation for one area, one board, one flat, one tenancy, one building section, one works package, or one part of an installation shall not be interpreted as a quotation for the whole property or all associated systems.

This is especially important for jobs like your Queen Square / Bristol Sailor's Home project, where the property itself comprises two interconnecting office buildings and the rear building is a distinct section with its own access and arrangement.

7. CLIENT RESPONSIBILITIES

7.1 General duty to cooperate

The Client shall cooperate fully with the Company and shall do all things reasonably necessary to enable the Works to proceed safely, efficiently, and in accordance with the Contract.

7.2 Access

The Client shall provide safe, timely, uninterrupted and adequate access to all relevant areas of Site, together with any keys, codes, permits, contact arrangements, parking access, and permissions required.

7.3 Accurate information

The Client shall provide complete and accurate information concerning:

- ownership and authority
- occupancy and tenancy
- hidden hazards
- asbestos or suspected asbestos
- known faults or damage
- service routes
- isolation requirements
- access restrictions
- timing constraints
- other contractors
- final layouts and positional decisions

7.4 Site readiness

The Client shall ensure that the Site and work areas are ready for the stage of Works booked, including clearance of furniture, stored items, floor coverings where applicable, and completion of preceding works by others.

7.5 Welfare and site environment

On commercial and contractor-led sites, the Client or principal contractor shall provide such site management, welfare, inductions, information, permits, and coordination as are reasonably required.

7.6 Consequences of non-compliance

If the Client fails to comply with this clause, the Company may suspend work, resequence work, charge for abortive attendance, charge for return visits, extend programme durations, and/or issue a Variation.

Your current terms already require access, safe parking, power, lighting, water, working space, and truthful disclosure, and they already provide for charges where attendance is prevented by lack of access or unsafe conditions.

8. ACCESS, SITE CONDITIONS AND WORKING ENVIRONMENT

8.1 Safe access

The Company may refuse to commence or continue the Works where access is unsafe, unreasonable, unlawful, obstructed, unhygienic, inadequately lit, or otherwise unsuitable.

8.2 Hazardous conditions

Where the Company encounters or reasonably suspects asbestos, vermin infestation, structural instability, flooding, contamination, dangerous wiring, fire damage, significant damp, biological hazards, or other hazardous conditions, it may stop work immediately and issue further instructions or a Variation.

8.3 Occupied premises

Where the Works are undertaken in occupied premises, the Client accepts that reasonable disruption, temporary power interruptions, noise, dust, temporary isolations, restricted access to rooms, and staged completion may be necessary.

8.4 Commercial and refurbishment sites

On commercial refurbishments, fit-outs, mixed-use sites, and multi-trade environments, the Company shall not be responsible for inefficiency, resequencing, restricted access, or lost productivity caused by the acts or omissions of the client team, principal contractor, landlord, managing agent, other contractors, or later design decisions.

9. PROGRAMME, START DATES, DURATION AND DELAY

9.1 Proposed dates

Any proposed start date, duration, attendance sequence, labour hours, milestone date, or completion estimate is given in good faith but is subject to change according to access, weather, material supply, hidden conditions, client instructions, third-party delays, illness, emergency call-outs, safety issues, and ordinary contractor programming realities.

9.2 No absolute time guarantee

Unless expressly agreed in writing as a fixed contractual completion obligation, any quoted duration is an estimate only and not a guaranteed completion period regardless of Site circumstances.

9.3 Delay events

The Company shall not be liable for delay caused by:

- restricted or denied access
- client changes
- incomplete work by others
- hidden defects
- hazardous conditions
- supplier delays
- material shortages
- illness or injury
- vehicle or plant failure
- adverse weather
- power outages
- force majeure events
- statutory authority delay
- design uncertainty
- client indecision
- other matters beyond the Company's reasonable control

Your current terms already protect you against delay caused by overruns, injury, vehicle breakdown, supplier delay, extreme weather, emergency callouts, and force majeure.

9.4 Resequencing and fragmented working

Where the Works are split into phases, interrupted, resequenced, or released piecemeal, the Company may adjust programme allowances and charge for additional attendance, supervision, return visits, inefficiency, and remobilisation.

9.5 Suspension

The Company may suspend the Works where necessary for safety, non-payment, lack of access, unresolved Variations, hidden conditions, or other justified cause. Such suspension shall not constitute breach by the Company.

10. VARIATIONS, ADDITIONAL WORKS AND MATTERS ARISING

10.1 What constitutes a Variation

A Variation includes any change to the original scope, layout, quantity, route, access method, programme, specification, finish, accessory type, containment type, distribution arrangement, switching arrangement, equipment selection, working hours, or sequence.

10.2 Matters arising

Any unforeseen condition discovered during the Works, including defects in the existing installation, inadequate cable routes, hidden joints, damaged wiring, unsafe accessories, missing earthing, overloaded circuits, concealed services, irregular substrates, or fire-stopping defects, may be treated as a Variation or matter arising.

Your current terms already state that hidden defects and unsafe existing conditions may pause the job and lead to a variation quote. That principle is good and should definitely remain.

10.3 Instruction and pricing of Variations

The Company may price Variations by:

- written quotation
- schedule of rates
- time and materials
- agreed daywork
- fair and reasonable valuation

10.4 Emergency or safety-critical action

Where immediate action is reasonably required to make safe, isolate danger, prevent damage, or comply with legal duties, the Company may undertake such limited actions without prior formal Variation acceptance, and the Client shall pay the reasonable cost of the same.

10.5 No obligation to proceed without agreement

The Company may decline to proceed with additional or altered work until scope, price, time effect, and any required design / access issues are resolved.

11. PRICE, DEPOSITS AND PAYMENT

11.1 Price basis

The Contract Sum or quoted price is based on the accepted Quotation together with any agreed Variations, dayworks, attendance charges, delivery charges, specialist procurement costs, waste disposal charges, parking, tolls, statutory fees, and other recoverable sums.

11.2 Deposits

The Company may require a deposit before booking labour, ordering materials, reserving programme time, preparing project-specific documentation, or committing resources.

Your current terms use a 25% deposit as standard and explain that it secures labour time, material ordering, and administration.

A stronger version is:

Unless otherwise agreed in writing, any deposit paid is treated as a reservation and commitment payment and may be applied toward labour allocation, administration, procurement, project planning, bespoke preparation, and cancellation risk. To the extent permitted by law, deposits are non-refundable once the Company has materially committed resources in reliance on the booking.

11.3 Interim payments

For multi-day, phased, commercial, or higher-value projects, the Company may issue interim or stage invoices at such intervals as it reasonably determines or as stated in the Quotation.

11.4 Final payment

Unless otherwise agreed in writing, the balance due shall be payable immediately upon Completion or on the invoice due date, whichever first applies.

11.5 Late payment

If payment is not made when due, the Company may:

- suspend the Works
- withhold attendance
- withhold certification
- withhold handover information
- charge interest and compensation where legally permitted
- recover administrative, debt recovery, and legal costs where recoverable

Your current terms already say certification will not be released until full payment is received and that non-payment may lead to legal escalation.

11.6 No set-off

The Client shall not withhold, set off, or reduce payment due to alleged defects, minor snagging, retention, dispute, or incomplete third-party works unless the Company has agreed the same in writing or the law requires otherwise.

11.7 Travel, parking and access-related costs

The Company may charge for mileage, tolls, parking, congestion, permits, accommodation, abnormal transport, and other access-related costs where stated in the Quotation or reasonably incurred.

12. ABORTIVE ATTENDANCE, CANCELLATION, POSTPONEMENT AND NO ACCESS

12.1 Cancellation or postponement by Client

If the Client cancels, postpones, delays, or otherwise prevents the Works after booking, the Company may charge for:

- reserved labour time
- administrative time
- ordered materials
- non-returnable goods
- wasted travel
- project planning time
- remobilisation costs
- loss caused by short-notice cancellation

12.2 No access / unready site

If the Company attends Site and cannot proceed, or cannot proceed efficiently, due to no access, unsafe conditions, unready areas, unfinished preceding works, absent decision makers, tenant issues, or inaccurate information, that attendance may be charged in full or part and may be treated as a cancellation or abortive visit.

Your current terms already include a cancellation/no-access structure and already provide for substantial charging where access is not available.

12.3 Remobilisation

Any rebooking, return visit, or remobilisation caused by the Client or others may attract further labour, travel, and administrative cost.

13. MATERIALS, EQUIPMENT, TITLE AND RISK

13.1 Supply of materials

Unless otherwise agreed in writing, all Materials required for the Works shall be selected, sourced, and procured by the Company in its discretion, using products it considers suitable for the intended purpose, environment, compliance requirements, and programme.

13.2 Equivalent substitutions

The Company may substitute equivalent products where the originally intended item is unavailable, discontinued, delayed, unsuitable, non-compliant, or uneconomical, provided the substitute is reasonably suitable for the purpose and specification intent.

13.3 Special-order and non-returnable goods

Special-order, bespoke, made-to-measure, configured, cut-to-length, pre-programmed, custom-finished, or non-returnable goods shall be treated as committed costs once ordered and shall be payable by the Client whether or not subsequently installed, unless non-installation is due solely to the Company's breach.

13.4 Storage and handling

Where Materials are delivered to Site before installation, the Client shall ensure they can be stored securely, cleanly, dry, and without interference. The Company shall not be liable for theft, vandalism, misuse, weather damage, or third-party damage to materials left on Site where reasonable Site storage arrangements were relied upon.

13.5 Title to materials

Legal and beneficial title to all Materials supplied by the Company shall remain with the Company until the Company has received payment in full of all sums due under the Contract, including Variations, attendance charges, and associated costs.

13.6 Risk in materials

Risk in Materials shall pass to the Client upon delivery to Site, or upon incorporation into the Works, whichever occurs first, even where title remains with the Company pending payment.

13.7 Recovery of unpaid goods

To the extent permitted by law, the Company may recover, disconnect, or withhold further use of unpaid goods that remain identifiable and removable without unreasonable damage, but shall not be obliged to do so.

13.8 Wasted materials

The Company shall not be liable for reasonable wastage, offcuts, part-used consumables, or standard over-ordering reasonably required to complete the Works efficiently and safely.

14. CLIENT-SUPPLIED MATERIALS, EQUIPMENT AND FITTINGS

14.1 No responsibility for suitability unless expressly agreed

Where the Client supplies any fitting, accessory, appliance, luminaire, charger, control equipment, consumer unit, battery, panel, heater, fan, extractor, detector, smart device, or other item, the Company gives no warranty as to suitability, compatibility, completeness, legality, rating, condition, or fitness for purpose unless it has expressly agreed in writing to review and approve that item.

Your current terms already exclude client-supplied items from your workmanship warranty, which is absolutely the right principle to keep.

14.2 Inspection limitations

The Company may carry out only a limited visual or practical inspection of client-supplied goods. It shall not be responsible for hidden defects, counterfeit goods, missing parts, damaged packaging, incorrect ratings, incompatible controls, poor software, manufacturer defects, or non-compliance with UK requirements.

14.3 Labour remains chargeable

If client-supplied items are unsuitable, damaged, incomplete, incompatible, delayed, or fail during installation, the Company's labour, attendance, return visits, and fault-finding time shall remain chargeable.

14.4 No warranty on client-supplied goods

No warranty is given on the performance, reliability, longevity, appearance, finish, software behaviour, or manufacturer defects of client-supplied items.

14.5 Right to refuse installation

The Company may refuse to install any item it reasonably considers unsafe, non-compliant, poor quality, incomplete, damaged, not fit for the environment, or likely to compromise the Works, compliance, or the Company's reputation.

15. EXISTING INSTALLATION, SURVEY LIMITATIONS AND MATTERS ARISING

15.1 Existing installation risk

The Client acknowledges that all work to an existing installation carries the risk of uncovering previously hidden defects, unsafe conditions, inadequate earthing or bonding, overloaded circuits, borrowed neutrals, reverse polarity, mixed wiring standards, damaged insulation, inaccessible joints, legacy alterations, incomplete identification, and other irregularities.

15.2 No guarantee of hidden condition

The Company does not warrant the condition of concealed wiring, inaccessible terminations, buried joints, hidden accessories, embedded containment, sealed voids, floor voids, ceiling voids, risers, structural penetrations, or any other concealed element not reasonably inspectable at the time of survey or Works.

15.3 Interface limitation

Where the Works require extension from, modification to, or isolation of an existing installation, the Company is entitled to assume that the existing installation is broadly suitable unless and until evidence indicates otherwise. If it is not suitable, further works may be required and charged as a Variation.

15.4 Unsafe conditions

If the Company discovers conditions that are unsafe, unlawful, or materially non-compliant, it may:

- stop work immediately
- isolate affected circuits or equipment
- refuse energisation
- recommend or require remedial works
- invoice for time spent investigating, making safe, and reporting

Your current terms already allow you to stop, issue a variation quote, and withhold certification where hidden unsafe conditions are discovered. That stays and is being expanded here.

15.5 Refusal of recommended safety work

If the Client refuses works that the Company considers reasonably necessary to make the installation safe, compliant to the instructed extent, or fit for energisation, the Company may terminate the Contract, decline certification, and leave the affected element isolated or unenergised.

16. TESTING, INSPECTION, REPORTING AND CERTIFICATION

16.1 Scope-limited testing

All inspection, testing, reporting, and certification undertaken by the Company shall be limited to the extent of the Works instructed or the report scope agreed.

16.2 No blanket approval

No certificate, EICR, schedule, notification, sign-off, test result, or report issued by the Company shall be interpreted as certification or approval of any part of the installation outside the stated extent of the relevant document.

This matters especially on larger or sectional jobs, such as your Queen Square / Bristol Sailor's Home project, where the property comprises **two interconnecting period office buildings** and the rear Bristol Sailor's Home section is a defined part of a wider site.

16.3 Limitations of testing

Testing and inspection may be affected by:

- access limitations
- inability to isolate
- live operational constraints
- unavailable areas
- concealed wiring
- disconnected equipment
- poor identification
- third-party equipment

- occupancy constraints
- instruction not to disturb certain circuits or services

Any such limitation may be recorded on the relevant report or certificate.

16.4 EICRs and survey reports

Where the Company produces an EICR, survey note, or condition report, that document reflects the condition of the inspected installation only to the extent accessible and tested at the time of inspection. It is not a warranty that hidden defects do not exist.

16.5 Withholding of certification

The Company may withhold certification, notifications, schedules, handover documentation, or compliance documentation until all sums due have been paid in full.

Your current terms already say certificates are released only upon full payment, including EIC, MEIWC and EICR.

16.6 Client misuse of documents

The Client shall not alter, redact, selectively extract, misrepresent, or reuse certification or reports in a misleading way or outside their intended context.

16.7 Building control and scheme notifications

Where Building Regulations notification or competent person scheme submission is required, the Company will undertake that only where the relevant work falls within its instructed scope and full payment has been received.

17. PRACTICAL COMPLETION, SNAGGING AND HANDOVER

17.1 Practical completion

The Works shall be treated as practically complete when they are substantially complete and capable of intended use, notwithstanding:

- minor defects or snags
- outstanding cosmetic making good by others
- documentation awaiting release after payment
- return visits needed only due to others' incomplete works
- incomplete third-party interfaces
- outstanding client decisions on non-critical matters

17.2 Snagging

The Company may provide a snagging list or attend to minor defects within a reasonable period. Minor snagging shall not entitle the Client to withhold payment.

17.3 Snag reporting window

Any defects alleged to arise from the Company's workmanship should be notified promptly and, in any event, within 7 days of Completion where they are visible or reasonably apparent at handover.

Your current terms already require snags to be reported within 7 days of completion.

17.4 Handover and interference

Once the Works are energised, handed over, occupied, used, altered, interfered with, decorated over, loaded, or connected to by others, the Company shall not be responsible for resulting issues except to the extent caused by its own proven defective workmanship.

18. WARRANTY AND DEFECTS LIABILITY

18.1 Workmanship warranty

Subject to the remaining provisions of this clause, the Company warrants its workmanship for 12 months from Completion.

Your current terms already provide a 12-month workmanship warranty.

18.2 What is covered

The workmanship warranty covers defects directly caused by the Company's labour, such as poor terminations, incorrect accessory connections, or similar installation errors.

18.3 What is not covered

The warranty does not cover:

- client-supplied items
- manufacturer defects
- consumable failure
- normal wear and tear
- cosmetic ageing
- lamp failure
- battery degradation
- software or firmware issues
- misuse, overloading, or abuse
- water ingress
- condensation
- corrosion
- pest damage
- impact damage

- vandalism
- structural movement
- third-party interference
- DIY alterations
- utility supply issues
- failures in pre-existing installation not installed by the Company

18.4 Fair access for remedial attendance

The Client must provide the Company with a reasonable opportunity to inspect and, if appropriate, remedy any alleged workmanship defect before instructing others. If the Client instructs others first, the Company shall not be liable for those costs unless legally required.

18.5 Manufacturer warranties

Any manufacturer warranty shall pass through only to the extent made available by the manufacturer or supplier. The Company does not provide a separate performance guarantee beyond its workmanship warranty unless expressly agreed in writing.

19. DAMAGE, MAKING GOOD AND FINISHES

19.1 Reasonable incidental disturbance

The Client acknowledges that electrical works, particularly rewires, upgrades, refurbishments, testing, and fault-finding, may require lifting floorboards, drilling, chasing, cutting access holes, removing accessories, isolating circuits, and disturbing existing finishes.

19.2 Standard electrical making good only

Unless expressly included, the Company is responsible only for reasonable electrical making good directly associated with its own work, and not for full decorative reinstatement, specialist plasterwork, heritage finishes, joinery, tile matching, flooring reinstatement, wallpapering, painting, or specialist surface restoration.

19.3 Existing brittle finishes

The Company shall not be liable for cracking, chipping, lifting, marking, surface mismatch, historic plaster failure, tile breakage, void collapse, hidden delamination, or similar issues where these arise due to the age, fragility, condition, or prior state of the substrate rather than negligence by the Company.

20. HEALTH, SAFETY AND SITE RULES

20.1 Compliance

The Company shall operate in accordance with applicable health and safety law and reasonable Site rules notified in advance.

20.2 Right to stop work

The Company may suspend or stop the Works immediately where:

- unsafe conditions arise
- asbestos or suspected asbestos is encountered
- violence, abuse, or intimidation occurs
- unsafe live working is requested
- required permits or controls are absent
- third parties interfere with safe working
- weather or Site conditions make continued work unsafe

20.3 Principal contractor and CDM environments

Where the Works take place under CDM or principal contractor control, the Client or principal contractor remains responsible for overall Site management, welfare, traffic routes, inductions, coordination, temporary works by others, and broader Site safety arrangements not expressly assumed by the Company.

21. PHOTOGRAPHS, RECORDS, EVIDENCE AND DATA PROTECTION

21.1 Site records

The Company may take photographs, videos, notes, circuit records, meter readings, screenshots, test data, and other project records for technical, evidential, training, insurance, quality, compliance, and dispute-resolution purposes.

21.2 Privacy and use

The Company shall handle personal data in accordance with applicable UK data protection law. Technical images may be retained where necessary for compliance, insurance, audit, legal protection, and record keeping.

Your existing terms already refer to UK GDPR and explain that information may be shared where required by law, insurance, HMRC, or NAPIT processes.

21.3 Marketing use

The Company shall not publish personally identifying images of the Client or their personal data for marketing purposes without appropriate consent, but may use anonymised images of workmanship or installations unless the Client expressly objects in writing before publication.

21.4 Retention

The Company may retain certification, financial, technical, and project records for such periods as are reasonably required for legal, tax, warranty, compliance, and insurance purposes.

22. SUSPENSION AND TERMINATION

22.1 Suspension by the Company

The Company may suspend part or all of the Works immediately where:

- payment is overdue
- access is denied
- Site conditions are unsafe
- client instructions conflict with legal or technical compliance
- there is persistent interference by others
- a Variation materially affecting the Works remains unresolved
- abuse, harassment, or threatening behaviour occurs
- there is another substantial breach by the Client

22.2 Termination by the Company

The Company may terminate the Contract by written notice if the suspension cause is not remedied within a reasonable period, or immediately where the breach is serious.

Your current terms already reserve the right to withdraw if access is denied, safety is compromised, payment is withheld, or staff are threatened or interfered with.

22.3 Consequences of termination

On termination, the Company shall be entitled to invoice for:

- all work completed
- all Materials ordered, delivered, adapted, or allocated
- all reasonable demobilisation, remobilisation, and administration costs
- all Variations and matters arising to date
- all losses reasonably incurred due to the termination

22.4 Termination by the Client

If the Client terminates the Contract for convenience after acceptance, the Company shall be entitled to payment for work done, committed costs, and reasonable loss arising from cancellation.

22.5 Survival

Clauses concerning payment, certification withholding, liability, title, dispute resolution, and record keeping shall survive termination.

23. LIMITATION OF LIABILITY

23.1 No exclusion of non-excludable liability

Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or any other liability which cannot lawfully be excluded.

23.2 Exclusion of indirect loss

Subject to Clause 23.1, the Company shall not be liable for indirect, consequential, incidental, special, or economic loss, including:

- loss of profit
 - loss of rent
 - loss of revenue
 - loss of use
 - loss of business
 - business interruption
 - wasted management time
 - reputational loss
 - financing costs
 - third-party penalties
- except where such exclusion is prohibited by law.

23.3 Cap on liability

Subject to Clause 23.1, the Company's aggregate liability arising out of or in connection with the Contract shall not exceed the lower of:

- the total amount paid to the Company under the relevant Contract, or
- the amount recoverable under the Company's applicable insurance for that claim type

23.4 No liability for third-party or pre-existing issues

The Company shall not be liable for loss caused by:

- pre-existing defects
- hidden defects
- client-supplied goods
- manufacturer failure
- utility interruption
- acts or omissions of other contractors

- inaccurate drawings or instructions
- design by others
- unsafe retained systems
- delayed decisions
- misuse after handover

23.5 Duty to mitigate

The Client shall take reasonable steps to mitigate any loss, including isolating faults, reporting issues promptly, preventing further damage, and not continuing to use obviously defective equipment.

24. CLIENT INDEMNITY

The Client shall indemnify the Company against all loss, damage, liability, cost, and expense arising from:

- inaccurate or incomplete information supplied by the Client
- unsafe conditions not disclosed
- infringement arising from client-supplied designs or equipment
- third-party claims caused by the Client's misuse, interference, or alteration of the Works
- failure by the Client to obtain necessary permissions, consents, landlord approvals, shutdown approvals, or access rights

This clause shall apply only to the extent the loss is not caused by the Company's own negligence or breach.

25. FORCE MAJEURE

The Company shall not be liable for delay or failure caused by events beyond its reasonable control, including:

- extreme weather
- flood
- fire
- accident
- epidemic or pandemic disruption
- industrial dispute
- supplier failure
- transport disruption

- utility outage
- government restriction
- civil disturbance
- theft
- vandalism
- vehicle or plant breakdown
- serious illness or injury
- emergency call-out demand
- other force majeure events

Your current terms already contain force majeure-type protection for weather, illness, supplier delay, vehicle breakdown and similar disruption.

26. COMPLAINTS AND DISPUTE RESOLUTION

26.1 Initial notification

Any complaint or dispute must be raised with the Company in writing within a reasonable time and with sufficient detail to identify the issue.

26.2 Opportunity to inspect

Before third-party contractors are instructed to investigate or remediate alleged defects, the Company shall be given a reasonable opportunity to inspect and respond.

26.3 Escalation

If a dispute cannot be resolved informally, the parties should first attempt resolution by written negotiation and, where appropriate, mediation before formal proceedings.

Your current terms already provide for mediation first, then court recovery as needed.

26.4 Debt recovery

Where the dispute is solely non-payment of a valid invoice, the Company may pursue debt recovery immediately without first engaging in mediation if it considers that proportionate.

27. GOVERNING LAW AND JURISDICTION

These Terms and any Contract governed by them shall be governed by the law of England and Wales.

The courts of England and Wales shall have exclusive jurisdiction, save that the Company may bring debt recovery or enforcement proceedings in any court of competent jurisdiction.

Your current terms already state that disputes are governed by the laws of England and Wales.

28. GENERAL

28.1 Entire agreement

The Contract constitutes the entire agreement between the parties in relation to the Works and supersedes prior representations and discussions, except as expressly incorporated.

28.2 Severance

If any provision is found invalid or unenforceable, the remaining provisions shall continue in full force.

28.3 Waiver

No failure or delay by the Company in exercising any right shall amount to a waiver of that right.

28.4 Assignment

The Client may not assign or transfer the Contract without the Company's written consent. The Company may subcontract elements of the Works while remaining responsible for its subcontracted scope.

28.5 Third-party rights

A person who is not a party to the Contract shall have no right to enforce it except where the law expressly provides otherwise.

28.6 Notices

Any notice under the Contract may be given by email, digital quotation platform, post, or hand delivery using the last known contact details of the receiving party.

29. CLIENT ACKNOWLEDGEMENT OF KEY PRINCIPLES

By accepting a quotation, paying a deposit, instructing the Company to proceed, permitting the Company to commence procurement, or otherwise acting in a manner consistent with acceptance, the Client confirms that they understand and accept that:

- the Contract is scope-limited
- hidden defects and existing installation issues may give rise to Variations
- access, sequencing, and site readiness affect cost and programme
- certification may be withheld until full payment is received
- client-supplied items are installed at the Client's risk unless expressly approved
- programme durations are estimates unless expressly fixed in writing
- the Company may stop work where safety, payment, or access issues arise

- the Company's workmanship warranty is limited and does not extend to matters outside its control

30. INSURANCE, COMPANY DETAILS AND STATUS

30.1 Company details

Company Name: VLV Electrical Ltd

Company Number: 15403598

VAT Number: 467417271

Registered Office: 89 Maple Avenue, Bulwark, Chepstow, NP16 5RT

Email: contact@vlv-electrical.co.uk

Telephone: 01291 441433

30.2 Current insurance position

At the date of issue of these Terms, VLV Electrical Ltd maintains insurance cover under policy number **CHBS5258654XB**, including:

- **Public Liability Insurance:** up to **£5,000,000**
- **Professional Indemnity Insurance:** up to **£1,000,000**
- **Employers' Liability Insurance:** up to **£10,000,000**

The current policy period shown on the attached certificates runs from **13 November 2025** to **12 November 2026**.

30.3 Employers' liability statutory certificate position

The employers' liability certificate confirms that the policy satisfies the applicable legal requirements and that the minimum amount of cover provided is **no less than £5,000,000**.

30.4 Insurance evidence

Where reasonably requested, copies of current insurance certificates may be provided with quotations, contractor packs, pre-start submissions, PQQ responses, tender returns, or other project documentation.

30.5 No representation beyond actual policy terms

Any reference in these Terms, quotations, contractor packs, emails, or supporting documents to insurance cover is subject always to the actual terms, exclusions, limits, endorsements, policy conditions, and period of insurance stated in the relevant policy documents.

The Company does not warrant that any insurer will accept, meet, or pay any particular claim.

30.6 Renewal, replacement and amendment

The Company reserves the right to renew, replace, amend, or change insurer, broker, policy wording, indemnity limit, or structure of cover from time to time, provided that any representation made to a Client at the time of contract formation was true at that time.

30.7 No contractual uplift of liability

The existence of insurance shall not of itself operate to increase, extend, or vary the Company's contractual or legal liability beyond the limitations otherwise set out in these Terms.

31. DOMESTIC CLIENTS, OFF-PREMISES CONTRACTS AND CANCELLATION RIGHTS

This section is important because your master terms should work for both **consumer/domestic** jobs and **commercial / landlord / managed / contractor-led** jobs.

31.1 Application of consumer cancellation rights

Where the Client is a consumer and the Contract is entered into off-premises, at a distance, or otherwise in circumstances where the **Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013** apply, the Client may have a statutory right to cancel within the applicable cooling-off period.

31.2 Business-to-business exclusion

Where the Client is contracting in the course of business, as a landlord, agent, developer, principal contractor, commercial occupier, property manager, or other non-consumer capacity, the statutory consumer cooling-off rights in Clause 31.1 shall not apply.

31.3 Express request for early commencement

If a consumer Client requests that the Company begin the Works, attend Site, order Materials, prepare bespoke documentation, carry out surveys, schedule labour, or otherwise commence performance within the statutory cancellation period, the Client expressly requests such early commencement.

31.4 Charges on cancellation after early commencement

If a consumer Client exercises a valid statutory cancellation right after making an express request for early commencement, the Company shall be entitled to charge for:

- work carried out up to the point of cancellation
- surveys, administration, planning, RAMS, and procurement undertaken
- materials ordered or committed
- any non-returnable or bespoke items
- any other sums lawfully recoverable under the applicable consumer legislation

31.5 Bespoke and urgent works

Where goods are bespoke, specially sourced, custom-configured, cut to size, pre-programmed, or otherwise exempt from cancellation rights, or where emergency attendance / urgent safety work has been requested, the Client acknowledges that cancellation rights may be reduced or excluded to the extent permitted by law.

32. COMMERCIAL, LANDLORD, PRINCIPAL CONTRACTOR AND MANAGING AGENT CLIENTS

32.1 Commercial basis of contract

Where the Client is a company, landlord, managing agent, facilities manager, principal contractor, developer, investor, trust, partnership, housing provider, or commercial occupier, the Contract shall be treated as a business-to-business agreement.

32.2 No consumer construction

In such cases, the Contract shall not be interpreted as a consumer contract and any statutory consumer-facing language in these Terms shall be read subject to the commercial context.

32.3 Reliance on client team coordination

For commercial, refurbishment, fit-out, mixed-use, and managed property projects, the Company is entitled to rely on the Client team, managing agent, site manager, or principal contractor for:

- workfront release
- site sequencing
- access arrangements
- permit arrangements
- inductions
- welfare
- coordination with other trades
- issue of final room and fit-out decisions
- landlord or tenant interface management

32.4 Contractor packs and pre-start documents

Where contractor packs, RAMS, insurance packs, competence submissions, or pre-start documents are issued, those documents are issued in support of the Contract but do not create any wider responsibility than that expressly accepted by the Company in writing.

33. PROJECT-SPECIFIC AMENDMENTS AND SPECIAL CONDITIONS

33.1 Right to issue project-specific amendments

The Company may issue project-specific amendments, special conditions, assumptions, exclusions, sequencing notes, access statements, limitation sheets, contractor pack schedules, tender clarifications, or technical qualifications in relation to a specific job.

33.2 Precedence of project-specific conditions

Where project-specific amendments are issued and accepted, they shall take precedence over these Master Terms to the extent of any inconsistency.

33.3 Examples of project-specific amendments

These may include, without limitation:

- listed-building or heritage restrictions
- landlord approval dependencies
- out-of-hours restrictions
- phased occupation constraints
- material lead-time conditions
- sectional completion arrangements
- temporary power exclusions
- access platform exclusions
- tenant liaison limits
- survey / EICR limitation notices
- hidden condition reservations

This is particularly useful on larger sectional jobs such as **29 Queen Square and Bristol Sailor's Home**, where the site comprises **two interconnecting period office buildings** and the rear Bristol Sailor's Home section is a distinct office area with its own entrance on The Grove, open-plan and individual offices, and lift access.

34. DOCUMENT EXECUTION, DIGITAL ACCEPTANCE AND RECORD OF AGREEMENT

34.1 Methods of acceptance

The Client may accept the Contract and these Terms by any of the following methods:

- signed hard copy
- email acceptance
- digital quote platform acceptance
- deposit payment
- purchase order
- written instruction to proceed
- permitting procurement or booking to commence
- any other clear conduct demonstrating acceptance

Your existing terms already provide for digital quote acceptance, e-signature, deposit payment, and written approval as binding acceptance routes.

34.2 Digital record admissibility

The Client agrees that digital records held by the Company, including emails, quote platform acceptance logs, deposit records, invoice records, text messages, signed PDFs, and related system records, may be relied upon as evidence of the Contract and its terms.

34.3 Signatory authority

Any person signing, approving, instructing, or otherwise accepting the Contract on behalf of a company, landlord, managing agent, or other organisation warrants that they have authority to bind that entity.

35. SIGNATURE / ACCEPTANCE PAGE

You should finish the document with this.

CLIENT ACCEPTANCE AND ACKNOWLEDGEMENT

Client Name / Company: _____

Project / Site Address: _____

Quotation Reference (if applicable): _____

I / We confirm that:

1. I / we have read and understood the **VLV Electrical Ltd Master Terms and Conditions of Service**.
2. I / we understand that these Terms apply together with the quotation, scope of works, exclusions, assumptions, and any project-specific documents issued by VLV Electrical Ltd.
3. I / we understand that hidden defects, access restrictions, existing installation issues, sequencing changes, and third-party delays may affect cost and programme.
4. I / we understand that certification may be withheld until payment is made in full.
5. I / we confirm that the person accepting these Terms has authority to do so.
6. I / we accept these Terms as part of the contract for the Works.

Name: _____

Position: _____

Signed: _____

Date: _____