

# **TERMS AND CONDITIONS OF BUSINESS**

Last updated: 20/03/2025

Amended by: Mr Louis Mayhew

Position: Director

These Terms and Conditions ("Terms") apply to all goods and services provided by Electrofire Group Ltd ("Company", "we", "us", or "our"). By placing an order or using our services, you agree to these Terms.

#### 1. GENERAL TERMS

- 1.1. These Terms govern all transactions between Electrofire Group Ltd and the customer. No other terms shall apply unless agreed in writing.
- 1.2. These Terms and Conditions also cover all trading names that are part of Electrofire Group Ltd, including Kent Electrical and Fire, London Electrical and Fire, Essex Electrical and Fire, Surrey Electrical & Fire, and Sussex Electrical and Fire.
- 1.3. The Company reserves the right to update these Terms at any time without prior notice. The latest version will always be available on our website and a link to the terms and conditions on your quotes & invoices.

# 2. BOOKINGS, DEPOSITS & CANCELLATIONS

- 2.1. All job bookings require a deposit, which must be paid before any work is scheduled. The deposit amount will be determined based on the total cost of the job.
- 2.2. All deposits are strictly non-refundable, regardless of circumstances.
- 2.3. Jobs will be scheduled at the earliest convenience of the customer; however, emergency callouts and emergency jobs will take priority over scheduled work.
- 2.4. Orders for materials are subject to availability, and we reserve the right to decline or cancel an order at our discretion.
- 2.5. Any order cancellations will be subject to a restocking fee, covering handling, administrative costs, and supplier charges.

# 3. PRICING, QUOTES, PAYMENT & INVOICING

- 3.1. All prices are listed in GBP (£) and are subject to VAT unless stated otherwise.
- 3.2. All official quotes and invoices will be issued via our online system, Tradify.
- 3.3. Quotes can be accepted via Tradify, E-mail, SMS text message, WhatsApp, or via verbal agreement.
- 3.4. By accepting a quote through any of these methods, the customer agrees to the terms outlined in the quote and these Terms and Conditions.
- 3.5. Payment terms are 7 days from the invoice date, unless otherwise agreed in writing and approved by the manager or director.
- 3.6. If payment is not received within 7 days, our system will automatically send a late payment notification via email and by text message until the balance is settled. The notification will be clear that a late fee payment fee will be charged to the clients account due to late payment.
- 3.7. It is the customer's responsibility to include the invoice number as the payment reference to ensure payments are correctly allocated to their account.

# 3.8. Late payments will incur:

- A £50 Admin fee Plus Interest at 8% plus the Bank of England base rate (currently 5.25% as of March 2025, totaling 13.25% annually) based on the invoice amount.
- A fixed £50 administration charge per overdue invoice.
- 3.9. By accepting a quote through any of these methods, the customer agrees to the terms outlined in the quote and these Terms and Conditions.
- 3.10. All materials supplied remain the property of Electrofire Group Ltd until full payment is received. If payment is not made on time, we reserve the right to remove and reclaim materials from the site.
- 3.11. Fire Risk Assessments, Electrical Installation Condition Reports (EICRs), and other certification will only be issued after full payment has been received.
- 3.12. Certificates will be automatically sent via our software, once full payment is received and allocated to your account.
- 3.13. Failure to use the invoice number as a payment reference may delay the processing and issuance of certificates.
- 3.14. Any invoices that Electrofire Group Ltd is obligated to pay will be processed on the last pay run of the month, which occurs on the last Friday of the month. (Applies to suppliers only)

#### 4. SERVICE CONTRACTS & REPLACEMENT PARTS

- 4.1. For customers with service contracts, additional costs may apply if parts need to be replaced during maintenance or repair work.
- 4.2. The Company has automatic authority to replace any necessary parts without seeking prior approval from the client.
- 4.3. Replacement parts will be charged at current market rates, and the cost will be added to the next invoice.
- 4.4. The customer acknowledges that failure to replace required parts may impact system performance and safety, and the Company is not liable for any issues resulting from deferred maintenance or declined recommendations.
- 4.5. Under no circumstances will Electrofire Group Ltd install any materials.

#### 5. DELIVERY & RISK

- 5.1. We aim to deliver materials within the estimated timeframe, but delays may occur due to unforeseen circumstances.
- 5.2. Materials may be placed on back order if they are unavailable at the time of order. If this occurs, delays in carrying out the work may result; however, we will do what we can to find an alternative supplier.
- 5.3. Risk of loss or damage to materials passes to the customer upon delivery.

#### 6. RETURNS & REFUNDS

- 6.1. All deposits are non-refundable under any circumstances
- 6.2. Returns are only accepted if agreed in advance, and returned items must be in their original condition.
- 6.3. Restocking fees (a minimum of £50) may apply for returned or cancelled orders.

#### 7. USE OF SERVICES

- 7.1. By using our services, the customer agrees to provide accurate information and comply with all applicable laws and regulations.
- 7.2. We reserve the right to refuse service to anyone at our discretion.
- 7.3. Engineers may be required to leave a job early to respond to an emergency callout if they are the closest available. In such cases, the engineer will return to complete the scheduled work as soon as possible.

#### 8. LIABILITY & WARRANTIES

- 8.1. Our liability is limited to the value of the materials or services provided. We are not responsible for any indirect or consequential losses.
- 8.2. Customers are responsible for ensuring materials are used correctly and in compliance with all regulations.

### 9. COMPLAINTS PROCEDURE

- If a customer has a complaint about our services or materials, they must notify Electrofire Group Ltd in writing within 7 days of the issue arising.
- Complaints should be sent via email to complaints@electrofiregroupltd.co.uk or in writing to our head office at 26 Kings Hill Avenue, West Malling, Kent, ME19 4AE.
- We will acknowledge receipt of the complaint within 5 working days and aim to provide a resolution within 14 working days.

#### 10.2. Escalation Process

- If the issue is not resolved within 14 working days, the customer may request a review by a senior manager or director.
- Both parties must attempt to reach an amicable resolution before pursuing further action.

#### 10.3. Mediation

- If a dispute cannot be resolved through our internal process, both parties agree to first attempt mediation via an independent mediator before resorting to legal proceedings.
- Mediation will take place in Kent, England, and costs will be shared equally between both parties unless otherwise agreed.

# 10.4. Legal Action

- If mediation fails, disputes will be handled in accordance with the laws of England and Wales.
- Any legal claims must be brought before the courts of England and Wales.

## 10. GOVERNING LAW

10.1. These Terms shall be governed and interpreted in accordance with the laws of England and Wales.

For any questions, please contact us at our head office at the details below:

Address: Electrofire Group Ltd, 26 Kings Hill Avenue, West Malling, Kent, ME194AE

Head office Contact Number: 0808 196 3614 General Email: info@electrofiregroupltd.co.uk

Complaints Email: complaints@electrofiregroupltd.co.uk







