

Peter Fowler Electrical Ltd

Terms & Conditions for Consumers (V4)

1. THESE TERMS

- 1.1 What these terms cover. These are the terms and conditions on which we supply services to you.
- 1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 Who we are. We are Peter Fowler Electrical Limited a company registered in England and Wales our company number is 02924921 and our registered office is at 3 Derby Road, Doncaster, South Yorkshire, DN2 4PQ. Our registered VAT number is 642711554.
- 2.2 How to contact us. You can contact us by telephoning 01302 842760 or by writing to us at info@fowlerelectrical.co.uk or at Unit 3, Derby Road, Doncaster, DN2 4PQ.
- 2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us.
- 2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1 How we will accept your order. Our acceptance of your order will take place when we write to you to accept it or when we tell you that we are able to provide you with the services, which we will also confirm in writing to you, at which point a contract will come into existence between you and us.
- 3.1 If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you for the services. This might be because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the services.
- 3.2 We only sell to the UK. Our website is solely for the promotion of our services in the UK. Unfortunately, we do not provide services to addresses outside the UK.

4. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the services please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the services, their timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

5. **OUR RIGHTS TO MAKE CHANGES**

- 5.1 Minor changes to the services. We may change the services:
 - 5.1.1 to reflect changes in relevant laws and regulatory requirements; and
 - 5.1.2 to implement minor technical adjustments and improvements.

6. **PROVIDING THE SERVICES**

- 6.1 When we will provide the services. We will supply the services to you from the date set out in the order until we have completed the services. The estimated completion date for the services is as told to you during the order process.
- 6.2 We are not responsible for delays outside our control. If our performance of the services is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.
- 6.3 If you do not allow us access to provide services. If you have asked us to provide the services to you at your property and you do not allow us access to your property as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 7.7 will apply.
- 6.4 What will happen if you do not provide required information to us. As we informed you in the description of the services, we will need certain information from you so that we can provide the services to you. We will contact you to ask for this information. If you do not, within a reasonable time of us asking for it, provide us with this information, or you provide us with incomplete or incorrect information, we may either end the contract (see clause 9.1) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for providing the services late or not providing any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 6.5 When you become responsible for the products supplied as part of the services. The products supplied as part of the services will be your responsibility from the time we deliver the product to the address you gave us.
- 6.6 When you own goods. You own products which are goods once we have received payment in full.
- 6.7 Reasons we may suspend the services. We may have to suspend the services to:
 - 6.7.1 deal with technical problems or make minor technical changes;

- 6.7.2 update the services to reflect changes in relevant laws and regulatory requirements;
- 6.7.3 make changes to the services as requested by you or notified by us to you (see clause 5).
- 6.8 Your rights if we suspend the services. We will contact you in advance to tell you we will be suspending the services, unless the problem is urgent or an emergency. If we have to suspend the services for longer than 4 weeks we will adjust the price so that you do not pay for services while they are suspended. You may contact us to end the contract if we suspend the services, or tell you we are going to suspend them, in each case for a period of more than 4 weeks and we will refund any sums you have paid in advance for services not provided to you.
- 6.9 We may also suspend the services if you do not pay. If you do not pay us for the services when you are supposed to (see clause 11.4) and you still do not make payment within 30 days of us reminding you that payment is due, we may suspend supply of the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the services. We will not suspend the services where you dispute the unpaid invoice (see clause 11.6). We will not charge you for the services during the period for which they are suspended. As well as suspending the services we can also charge you interest on your overdue payments (see clause 11.5).

7. **YOUR RIGHTS TO END THE CONTRACT**

- 7.1 You can always end the contract before the services have been supplied and paid for. You may contact us at any time to end the contract for the services, but in some circumstances we may charge you certain sums for doing so, as described below.
- 7.2 What happens if you have good reason for ending the contract? If you are ending the contract for a reason set out at 7.2.1 to 7.2.5 below the contract will end immediately and we will refund you in full for any services which have not been provided or have not been properly provided. The relevant reasons are:
 - 7.2.1 we have told you about an upcoming change to the services or these terms which you do not agree to (see clause 5.1);
 - 7.2.2 we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed;
 - 7.2.3 there is a risk the services may be significantly delayed because of events outside our control;
 - 7.2.4 we suspend the services for technical reasons, or notify you are going to suspend them for technical reasons, in each case for a period of more than 4 weeks; or
 - 7.2.5 you have a legal right to end the contract because of something we have done wrong.

- 7.3 What happens if you end the contract without a good reason. If you are not ending the contract for one of the reasons set out in clause 7.2, the contract will end immediately but we may charge you reasonable compensation for the net costs we will incur as a result of your ending the contract.
- 7.4 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most services you have a legal right to change your mind within 14 days and receive a refund.
- 7.5 When you don't have the right to change your mind. You do not have a right to change your mind in respect of:
- 7.5.1 services, once these have been completed, even if the cancellation period is still running;
 - 7.5.2 products sealed for health protection, once these have been unsealed after you receive them as part of the services; and
 - 7.5.3 any products which become mixed inseparably with other items after their delivery as part of our supply of services.
- 7.6 How long do I have to change my mind? You have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
- 7.7 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind (see clause 7.4), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end the contract in these circumstances, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for services or products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

8. **HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

- 8.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:
- 8.1.1 **Phone or email.** Call customer services on 01302 842760 or email us at info@fowlerelectrical.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.

8.1.2 **By post.** Print off the cancellation form attached to these terms and post it to us at the above address. Or simply write to us at that address, including the information required in the form.

8.2 When your refund will be made. We will make any refunds due to you as soon as possible and in any event within 14 days of your telling us you have changed your mind.

9. **OUR RIGHTS TO END THE CONTRACT**

9.1 We may end the contract if you break it. We may end the contract at any time by writing to you if:

9.1.1 you do not make any payment to us when it is due and you still do not make payment within 30 days of us reminding you that payment is due;

9.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services;

9.1.3 you do not, within a reasonable time, give us access to your property to enable us to provide the services to you.

9.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

9.3 We may stop providing the services. We may write to you to let you know that we are going to stop providing the services. We will let you know at least 1 week in advance of our stopping the services and will refund any sums you have paid in advance for services which will not be provided.

10. **IF THERE IS A PROBLEM WITH THE SERVICES**

10.1 How to tell us about problems. If you have any questions or complaints about the services, please contact us. You can contact us by telephoning our consumer service team at 01302 842760 or email us at info@fowlerelectrical.co.uk or by writing to us at Unit 3, Derby Road, Doncaster, DN2 4PQ.

10.2 Summary of your legal rights. See the box below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price upfront, what you're asked to pay must be reasonable.
- if you haven't agreed a time upfront, it must be carried out within a reasonable time.

10.3 Our guarantee in addition to your legal rights. We offer the following goodwill guarantee which is in addition to your legal rights (as described in clause 10.2) and does not affect them. In the unlikely event there is any defect with the services:

10.3.1 if remedying the defect is impossible or cannot be done within a reasonable time or without significant inconvenience to you we will refund the price you have paid for the services.

10.3.2 in all other circumstances we will use every effort to repair or fix the defect free of charge, without significant inconvenience to you, as soon as we reasonably can.

11. **PRICE AND PAYMENT**

11.1 Where to find the price for the services. The price of the services (which includes VAT) will be the price we have agreed in writing. We take all reasonable care to ensure that the prices of services advised to you are correct. However please see clause 11.3 for what happens if we discover an error in the price of the services you order.

11.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we provide the services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.

11.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the service's correct price at your order date is higher than the price stated, we will contact you for your instructions before we accept your order.

11.4 When you must pay and how you must pay. We will invoice you for the price of the services when we have completed them in arrears. You must pay each invoice within 30 calendar days after the date of the invoice. We accept payment by cash, cheque and bank transfer.

11.5 We can charge interest if you pay late. If you do not make any payment to us by the due date (see clause 11.4) we may charge interest to you on the overdue amount at the rate of 8% a year above the base lending rate of Barclays Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of

actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

- 11.6 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly (within 7 days of receipt) to let us know and we will not charge you interest until we have resolved the issue.
- 11.7 The customer shall be responsible to pay any additional fees, disbursements & charges, including legal fees and costs incurred by the client in the recovery of any unpaid invoices.
- 11.8 All materials, goods and equipment provided by the supplier shall remain the property of supplier until the supplier has received payment in full for such items, payment being received either directly from the customer or from a third party of the customer. The supplier has the right to recover all such equipment from the customer or the customer premises if such conditions arise meaning the supplier does not receive payment for the materials, goods, or equipment. The suppliers shall endeavour to keep damage to a minimum when recovering any unpaid items and shall not be responsible for any costs incurred in making good to any customers property as a result of recovering their unpaid items.

12. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

- 12.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 12.2 When we are liable for damage to your property. If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.
- 12.3 We are not liable for business losses. We only supply the services for domestic and private use. If you use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13. **HOW WE MAY USE YOUR PERSONAL INFORMATION**

- 13.1 How we will use your personal information. We will use the personal information you provide to us to:
 - 13.1.1 provide the services;

- 13.1.2 process your payment for such services; and
 - 13.1.3 if you agreed to this during the order process, to inform you about similar services that we provide, but you may stop receiving these communications at any time by contacting us.
- 13.2 We will only give your personal information to other third parties where the law either requires or allows us to do so.

14. **OTHER IMPORTANT TERMS**

- 14.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 14.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 14.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 14.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.
- 14.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.