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TO:

Nick Sinclair
Hurstpierpoint & Sayers Common Parish Council
Trinity Road
Hurstpierpoint
West Sussex
BN6 9UY

DATE: 25/09/2019

Dear Nick,

Thank you for your enquiry. We now have the pleasure to submit our quotation for the following proposed works,

Electrical:

- We have allowed for installation of Steel wired armoured to be laid underground to service 15no Bollards in the proposed locations.
- We have allowed for the supply and installation of 15no Black Die-cast aluminium bollards with PMMA clear diffusers for longevity against weather erosion. To be 750mm high and tamper proof. (GL AB3 / KSR9910– product code)
- We have allowed to install 15no Phillips ES lamps 8w 806lm (Can install a higher wattage if preferred But Philips have a high lumen output for a low wattage lamp)
- We have allowed to install a digital timeclock along with a photocell sensor to control the bollards on/off
- The bollards to be placed on an independent circuit.
- NICEIC electrical installation certificate provided on completion.
- These costs are on the basis of 15no concrete pads and trench works to be carried out by others.

Price is inclusive of labour, materials and rubbish clearance.

Total costs for work required: **£2347.82+Vat**

Please note all prices are exclusive of VAT at the standard rate of 20%



Terms and Conditions

1. For the purpose of these terms & conditions the following words shall have the following meanings: (a) "The Company" shall mean D P Goodwin Electrical Limited. (b) "The Customer" shall mean the person or organisation for whom the Company agrees to carry out works &/or supply materials. The Operative or Engineer shall mean the representative appointed by the Company to undertake the works you have requested.

2. The Company reserves the right to refuse or decline work at its own discretion. Where the Company agrees to carry out works for the Customer those works shall be undertaken by a designated operative of the Company at its absolute discretion.

3. **HOURLY RATE WORK.** The total charge to the Customer shall consist of the cost of materials supplied by the Company (not exceeding the trade purchase price of materials + 25%) & the amount of time spent by the operative in carrying out works (including all reasonable time spent in obtaining un-stocked materials) charged in accordance with the Company's current hourly rates. The Customer shall only be charged for the time spent related to the Customer's work, all other time, personal mobile calls etc. is non-chargeable. All charges are subject to VAT from 1st August 2018 at the prevailing rate except in cases where the work carried out is zero rated.

4. **FIXED PRICE WORK** shall be given as a firm cost, (manifest errors exempted) including Labour & Materials, and shall be within 10% over and above the equivalent total hourly rate cost. All costs are plus VAT from 1st August 2018 at the prevailing rate.

ESTIMATED WORK, where a written estimate has been supplied to the Customer the total charge to the Customer referred to in the estimate should not exceed the actual time taken by more than 20% but may be revised in the following circumstances:

- 4.1. if after submission of the estimate the Customer instructs the Company (whether orally or in writing) to carry out additional works not referred to in the estimate.
- 4.2. if after submission of the estimate there is an increase in the price of materials.
- 4.3. if after submission of the estimate it is discovered that further works need to be carried out which were not anticipated when the estimate was prepared.
- 4.4. if after submission of the estimate it is discovered that there was a manifest error when prepared.
- 4.5. should a detailed Insurance Report be required in addition to the estimate and invoice then this will incur a nominal charge of £65.00 + vat.

5. The Company shall not be under any obligation to provide an estimate to the Customer & shall only be bound (subject as hereinafter) by estimates given in writing to the Customer & signed by a duly authorised representative of the Company. The Company shall not be bound by any estimates given orally or in which manifest errors occur.



6. Material Collection. Collection of non-stock items is chargeable but: (a) Time must be kept to a minimum & reasonable. (b) If the collection time is likely to exceed 45 minutes the customer must be additionally informed of the circumstances. (c) Only one engineer is allowed to leave the job to collect parts.

7. Invoices are due for payment immediately upon due date of the invoice sent to the Customer. Failure to pay by the due date will incur a £50.00 + vat administration charge each time we need to notify you of this with a maximum of one admin charge per week until the invoice is completely paid in full including any admin charges added. Any part of that invoice which remains unpaid shall carry interest at the rate of 8% over the base rate until payment in full is received by the Company.

8. Where the date &/or time for works to be carried out is agreed by the Company with the Customer, then the Company shall use its best endeavours to ensure that the operative shall attend on the date & at the time agreed. However, the Company accepts no liability in respect of the non-attendance or late attendance on site of the operative/engineer or for the late or non-delivery of materials.

9. The Customer shall accept sole liability to discharge the Company's account unless he/she discloses to the Company when initially instructing the Company to carry out work &/or supply materials that he/she is acting on behalf of a third party (including, but not limited to, a Limited Company or partnership) & receiving a written estimate) the name of the third party appears on the written estimate.

10. If the Customer cancels their instructions prior to any work being carried out or materials supplied, Then the Customer shall be liable for any related expenditure together with the profit that would have been made by the Company had the work been carried out &/or materials supplied in accordance with such instructions. The related expenditure includes but is not limited to any restocking fee's, storage costs, administration time towards the preparation of the works, delivery costs for delivery of materials to us or being returned to the manufacture / supplier and labour time towards this.

11. If, after the Company have carried out the works, the Customer is not wholly satisfied with the works then the Customer shall give notice in writing within 6 months to the Company & shall afford the Company, and its insurers, the opportunity of both inspecting such works, & carrying out any necessary remedial works if appropriate. The Customer accepts that if he fails to notify the Company as aforesaid then the Company shall not be liable in respect of any defects in the works carried out.

12. The Guarantee shall be for labour only in respect of faulty workmanship for 12 months from the date of completion with the manufacturer's warranty in force. The Guarantee will become null & void if the work/appliance completed/supplied by the Company is: (a) Subject to misuse or negligence. (b) Repaired, modified or tampered with by anyone other than a Company operative. The Company will accept no liability for, or guarantee suitability, materials supplied by the Customer & will accept no liability for any consequential damage or fault.

13. The company will not guarantee any work undertaken on instruction from the customer & against the written or verbal advice of the operative/engineer. Work is guaranteed only in respect of work directly undertaken by the company & payment in full has been made. Any non-related faults arising from recommended work which has not been undertaken by the company will not be guaranteed. The company shall not be held liable or responsible for any damage or defect resulting from work not fully guaranteed or where recommended work has not been



carried out. Work will not carry a guarantee where the customer has been notified by the operative either verbally or indicated in ticked boxes or in Comments/ Recommendations of any other related work which requires attention.

14. Where the Company agrees to carry out works on installations of inferior quality or over ten years old at that date no warranty is given in respect of such works & the Company accepts no liability in respect of the effectiveness of such works or otherwise.

15. The Company shall be entitled to fully recover costs or damages from any operative/engineer/contractor whose negligence or faulty workmanship results in the Company being made liable for those damages or rectification of the work.

16. These terms & conditions may not be released, discharged, supplemented, interpreted, varied or modified in any manner except by an instrument in writing signed by a duly authorised representative of the Company & by the Customer. Further, these terms & conditions shall prevail over any terms & conditions used by the Customer or contained or set out or referred to in any documentation sent by the Customer to the Company; by entering into a contact with the Company the Customer agrees irrevocably to waive the application of any such terms & conditions.

17. Title to any goods and certificates, supplied by the Company to the Customer shall not pass to the Customer but shall be retained by the Company until payment in full for such goods has been made by the Customer to the Company. Until such a time as title in the such goods has passed to the Customer: 17.1. the Company shall have absolute authority to repossess, sell or otherwise deal with or dispose of all any or part of such goods in which title remains vested in the Company, 17.2. for the purpose specified in (17.1) above, the Company or any of its agents or authorised representatives shall be entitled at any time & without notice to enter any premises in which goods or any part thereof is installed, stored or kept, or is reasonably believed so to be. 17.3. the Company shall be entitled to seek a court injunction to prevent the Customer from selling, transferred or otherwise disposing of such goods. Notwithstanding the foregoing, risk in such goods shall pass on delivery of the same to the Customer, & until such time as title in such goods has passed to the Customer, the Customer shall insure such goods to their replacement value & the Customer shall forthwith, upon request, provide the Company with a certificate or other evidence of such Insurance.

18. The Company shall not be liable for any delay or for the consequences of any delay in performing any of its obligations if such delay is due to any cause whatsoever beyond its reasonable control, & the Company shall be entitled to a reasonable extension of the time for performing such obligations.

19. The Company shall only be liable for rectifying works completed by the Company & shall not be held responsible for ensuing damage or claims resulting from this or other work overlooked or subsequently requested & not undertaken at that time. These terms & conditions & all contacts awarded between the Company & Customer shall be governed & construed in accordance with English law & shall be subject to the exclusive jurisdiction of the English law.





Customers Responsibility

it is the responsibility of the customer to protect items of furniture (flooring included), furnishings, fixings, fixtures and fittings. We will make reasonable efforts not to cause any damage, it is suggested that the customer removes items that are to be considered a problem. If it remains within the working area, it is the responsibility of the customers to cover such items.

Wallpaper and paint can sometimes be damaged. It is the responsibility of the customer to take any protection actions felt necessary. We will try our best to put back bath panels, flooring, cupboards etc – areas we need to get access to. We cannot be held responsible for any damage caused to these items or to the way they have been put back. If damage to plaster, brickwork and ceilings etc is caused it is the customers responsibility to make good.

We cannot accept responsibility for damage caused to wallpaper, paintwork, tiles, laminate flooring, carpets, furniture etc. Any decorator's caulk and silicone work does not carry a guarantee.

Payment Terms

Upon agreeing to any quote, we require 50% deposit to schedule works in the company diary, followed by 50% 24 hours prior to work commencing. Any outstanding balance accrued during works must be made in full before the start on 2nd Fix of electrical works on in the case of installation prior to any furniture / plumbing being installed. These terms must be adhered to unless the express written approval has been agreed in writing by the company.

Certification will be issued once full payment has been received.

Any Electrical work undertaken will comply with BS7671 regulations and also in compliance with Part P building regulations.

Any quote accepted does not include costs for rectifying any existing issues found while carrying the works out.

If you have any queries regarding the above quote, please don't hesitate to contact us.

Many Thanks

A handwritten signature in black ink that reads 'D Goodwin'.

25/09/19
D P Goodwin Group

