



Millar Electrics Ltd. Unit 5 Thistle Business Park (North), Ayr Road, Cumnock, Ayrshire, KA18 1EQ

ACCOUNT APPLICATION / JOB CONFIRMATION BOOKING FORM

Thank you for choosing Millar Electrics Limited, for your electrical work. Please complete the below application form and return to us by email or hard copy. We will then arrange for works to proceed, as per quote or agreement.

Ensure that the form has been fully completed and read before signing and returning.

CUSTOMER BILLING DETAILS			
Company Name			
Company Address		Contact Name	
Town		Contact Number	
Postcode		Email Address	
Company Registration No.		VAT Number	

COMPANY BANK DETAILS			
Branch Name and Address			
Account Number		Sort Code	
Payments Terms	30 Days		
Customer Signature: (I have read and understood terms and conditions)			
Date:			

ADDRESS OF WORK			
Site Name			
Site Address		Work Site Telephone	
Town		Site Contact / Name of Occupier	
Postcode		Agreed Works Value*	

*If quote provided by Millar Electrics

To Be Completed by Millar Electrics (Please leave Blank)			
Account Number			
Millar Quote Ref:			
Date Received		Checked By	

Millar Electrics Limited – Terms and Conditions

These terms and conditions apply to all transactions for the sale and supply and installation of any Works ordered from or to be supplied or performed by Millar Electrics Limited
(Incorporated in Scotland with company number SC140942) whose registered office is Unit 5, Thistle Business Park, Ayr Road, Cumnock, KA18 1EQ

1. Introduction – Millar Electrics Limited Terms and Conditions to inform you:

- The rules for using our services
- What you can expect from Millar Electrics Ltd.
- Your rights and responsibilities

2. When These Terms Apply:

Please ensure you read these terms before using our services. By using our services, you are agreeing to these terms.

3. What Do We Mean by “Services”?

Anything offered by Millar Electrics (Checking Heating, Bathrooms, Kitchens, Faults, Appliances, Emergencies and Commercial):

- Enquiries
- Estimates
- Project Work
- Installations
- Repairs
- Emergency Call Outs
- Servicing
- Guarantees

5. Hourly Rate Work:

The total charge to you will consist of the cost(s) of:

- Labour (the amount of time spent by the tradesperson carrying out work) including all reasonable time spent in obtaining non-stocked materials, charged in accordance with our current hourly rates.
- Materials supplied by us (not exceeding the trade purchase price of materials + % markup).

Unless otherwise agreed, you will only be charged for the time spent related to your work (on site and travel time). All other time, i.e. lunch breaks, is non-chargeable. All charges are subject to VAT at the prevailing rate, except in cases where the work carried out is zero rated.

6. Fixed Price Work

Where a written estimate has been supplied to you, the total charge outlined in the estimate should not exceed the cost, but may be revised in the following circumstances:

- If, after submission of the estimate, you instruct us (in writing or verbally) to carry out additional work not referred to in the estimate.
- If, after submission of the estimate, there is an increase in the price of materials. (if over 30 days)
- If, after submission of the estimate, it is discovered that further work needs to be carried out which were not anticipated when the estimate was prepared.
- If, after submission of the estimate, it is discovered that there was a manifest error when the estimate was prepared.

We will not be under any obligation to provide an estimate to you and will only be bound by estimates given in writing to you and signed by an authorised representative. We will not be bound by any estimates given orally or in which manifest errors occur.

7. Repeat Work

On an ongoing basis, at our discretion, we promote continued work where hourly rates are negotiated per job. These will be confirmed via email and unless otherwise quoted and/or discussed, the last hourly rate is what our agreed rate for your company is.

8. Material Collection

Collection of non-stock items is chargeable, when absolutely necessary to continue works, please note:

- Time taken will be kept to a minimum and within reason.
- If the collection time is likely to exceed 45 minutes you should be additionally informed of the circumstances.
- Only one tradesperson is permitted to leave the job to collect required materials/parts.

9. Invoices & Payment

Upon your agreement for us to carry out estimated or Booked work, a deposit payment of 50% of the total is payable immediately. We reserve the right to request full payment in advance at our discretion.

Upon completion of work you will be invoiced, for which payment is due on receipt. Millar Electrics reserves the right to accrue and charge interest on any part of an invoice which remains unpaid at a rate of 4% over the base rate until payment is received by us in full. 30 days payment terms, unless agreed otherwise.

You accept sole liability to make payment in full, unless you disclose when initially instructing us, to carry out work and/or supply materials, that you are acting on behalf of a third party.

10. Timekeeping

Where the date and/or time for work to be carried out is agreed, we will use endeavour to ensure that the tradesperson attend accordingly. We accept no liability in respect of the non-attendance or late-attendance on site of the tradesperson, or for the late or non-delivery of materials.

We will not be liable for any delay, or for the consequences of any delay, in performing any of our obligations if such delay is due to any cause beyond our reasonable control, and we will be entitled to a reasonable extension of the time for performing such obligations and completing work.

11. Cancellation

If you need to cancel (or rearrange) your booking, you must notify us (preferably by telephone) as soon as possible. We would expect the very latest to be the end of the working day before the scheduled booking/work.

If you cancel your instructions more immediately prior to work being carried out, or for materials being supplied, you may be liable for the cost of any time and material costs incurred by us, together with the profit that would have been made by us, in accordance with the original instructions.

12. Satisfaction

If you are not wholly satisfied with our service(s) you must provide us with written notice within 12 months. You must allow us, and our insurers, the opportunity to both inspect and carry out remedial work where appropriate. If you fail to notify us, as outlined above, then we will not be liable in respect of any defects in the work carried out.

13. Guarantee

For your peace of mind, we provide a 12 month guarantee on labour carried out by a Millar Electrics Ltd. tradesperson, in respect of faulty workmanship only. This is active from the date of completion of work, in addition to any manufacturer's warranty/warranties.

The guarantee will become null & void if the work/appliance completed/supplied by us is:

- Subject to misuse or negligence.

- Repaired, modified or tampered with by anyone other than a Millar Electrics tradesperson. We will accept no liability for, or guarantee suitability, materials supplied by you & will accept no liability for any consequential damage or fault.

We will not guarantee any work in respect of:

- Blockages in waste or drainage systems.
- Any work undertaken on instruction from you and against the written or verbal advice of the tradesperson.

Work is only guaranteed in respect of work directly undertaken by us and full payment having been made. Any non-related faults arising from recommended work which has not been undertaken by us will not be guaranteed.

Where we agree to carry out work on installations of inferior quality (or over ten years old) no warranty is given in respect of such work and we accept no liability in respect of the effectiveness of such work or otherwise.

14. Liability

We will only be liable for rectifying our own guaranteed work, and will not be held responsible for any ensuing damage or claims resulting from other work overlooked or subsequently requested and not undertaken at the time.

We will 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 you have been notified by the tradesperson either verbally or in email or certification that further work is recommended or is required. Failed or draft certification may be produced to highlight faults and may conclude works if further works or alterations are to be discussed.

We shall not be held liable for any delay, or consequences of any delay, in performing our obligations if such a delay is due to any cause beyond our reasonable control and we shall be entitled to reasonable time extensions.

We will be entitled to fully recover the costs or damages from any non-Millar Electrics Ltd tradesperson, whose negligence or faulty workmanship makes us liable to pay for those damages or rectification of work.

You will be solely liable for any hazardous situation that we highlight or discover does not meet the NICEIC 18th Edition Regulations or for any Warning Notice issued by a Millar Electrics Ltd. tradesperson.

15. Title to Goods

Goods supplied and delivered by us to you, or your premises, shall remain our property until paid for by you in full. Whilst goods remain our property we have the absolute authority to:

- Retake, sell or otherwise deal with or dispose of all or any part of these goods.
- Enter any premises, at any time and without notice, in which goods or any part thereof is installed, stored or kept, or is reasonably believed so to be.
- Seek a court injunction to prevent you from selling, transferring or otherwise disposing of such goods.

The risk in such goods will pass to you on delivery to you. You must insure them at replacement value, and if asked you must produce evidence that they are properly insured.

16. General

These terms and 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 and you. Our terms and conditions will prevail over any terms and conditions used by you or contained, set out or referred to in any documentation sent to us by you. By entering into a contract with us you agree irrevocably to waive the application of any of these terms and conditions.



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CANCELLATION CHARGES

If electrical work is cancelled or no access is gained to property or site of work then following charges may apply:-

1. Cancellation is not within 3 days of the agreed start date = then £50 fee + VAT may be applicable.
2. Cancellation less than 1 working day of the agreed start date = £100 fee excluding VAT
3. Non-attendance = Travel Time for electricians (e.g. 2 electricians x 1 hour = 2 hours labour) + £100 fee excluding VAT.

Please note, any liabilities to sub-contractors or other direct costs/expenses incurred by or on behalf of Millar Electrics Ltd will also be charged to you. E.g. Plasterer, Plumber, Audio Visual, IT or Fire Alarm companies.

DECLARATION

I have read and accept all Millar Electrics Ltd Terms and Conditions.

NOTE: For customers paying on Bank Transfers, cheque, and cash; documentation such as Test Certification are only released when the invoice for has been paid in full.

Print Name		Position	
Signature		Date	