

TERMS AND CONDITIONS OF BUSINESS

Icon Installation Ltd

Electrical Installation & Building Services

Effective from: 1st October 2026

Company address: Workshop A, 25 Home Park Road, Nuneaton, Warwickshire, CV11 5UB.

Telephone: 02476 375376

Email: info@iconinstallations.co.uk

Company Registration No.: 06442655

VAT Registration No.: GB 874366391

1. Definitions

In these Terms and Conditions:

"Company", "we", "us" or "our" means Icon Installations Ltd.

"Customer", "you" or "your" means the person, company or organisation purchasing our services.

"Services" means electrical installation, electrical maintenance, building, repair, alteration, refurbishment and associated services supplied by us.

"Quotation" means our written quotation for the Services.

"Estimate / Provisional Costs" means an indication of the likely cost of the Services which is not a fixed price.

"Contract" means the agreement between us for the supply of Services, incorporating these Terms and Conditions, the accepted quotation and any agreed variations.

"Works" means the work to be carried out by us under the Contract.

2. Basis of Contract

2.1 These Terms and Conditions apply to all Services supplied by us unless otherwise agreed in writing.

2.2 A Contract is formed when you accept our quotation in writing, electronically, verbally where appropriate, or instruct us to commence the Works.

2.3 By accepting our quotation or instructing us to commence the Works, you confirm that you have read and accepted these Terms and Conditions.

2.4 Our quotation will identify the Works included within the agreed price. Any work not expressly included is excluded unless subsequently agreed as a variation.

2.5 We reserve the right to decline work where the proposed Works are unsafe, unlawful, technically unsuitable, outside our competence, or otherwise unsuitable for us to undertake.

3. Quotations and Estimates

3.1 Quotations are normally valid for **[30] days** from the date of issue unless otherwise stated.

3.2 A quotation is based on the information available to us at the time it is prepared.

3.3 Unless expressly stated otherwise, quotations exclude concealed, unforeseen or additional works that could not reasonably have been identified during the initial inspection.

3.4 Where an estimate rather than a fixed quotation has been provided, the final price may differ from the estimate depending upon the actual labour, materials, time and additional works required.

3.5 We reserve the right to revise a quotation where:

- the scope of the Works changes;

- previously unknown conditions are discovered;
- access to the property is different from that reasonably anticipated;
- asbestos, structural defects, contaminated materials, unsafe wiring or other hazardous conditions are discovered;
- materials or equipment become unavailable;
- manufacturer prices or material costs substantially increase before the Works commence; or
- information supplied by the Customer proves to be incomplete or inaccurate.

4. Scope of Works

4.1 Only the Works specifically described in the quotation are included.

4.2 Unless expressly stated, our quotation does not include:

- decorating, painting or making good;
- plastering beyond that specifically stated;
- removal or disposal of hazardous materials;
- asbestos surveys, removal or remediation;
- structural engineering;
- architectural services;
- planning applications;
- building control fees;
- specialist surveys;
- replacement of defective equipment not identified in the quotation;
- remedial work required as a result of existing defects;
- work required to bring existing installations up to current standards where such work was not included in the quotation; or
- repairs to concealed or inaccessible services.

4.3 Where we are required to disturb existing finishes, surfaces or installations in order to carry out the Works, we will take reasonable care. However, we cannot guarantee that existing finishes can be removed or reinstated without damage.

5. Customer Responsibilities

5.1 The Customer must provide us with reasonable access to the property and the areas in which the Works are to be carried out.

5.2 The Customer must ensure that the property is reasonably accessible and free from unnecessary obstructions.

5.3 The Customer must inform us before the Works commence of any known:

- asbestos or suspected asbestos;
- hazardous materials;
- structural defects;
- underground or concealed services;
- previous electrical or building work;
- water leaks;
- drainage issues;
- restrictions affecting access; or
- other conditions that may affect the Works.

5.4 The Customer is responsible for obtaining permission from landlords, freeholders, mortgage providers or other relevant parties where required.

5.5 Unless expressly agreed otherwise, the Customer is responsible for removing or protecting furniture, valuables, personal belongings and other items near the working area.

5.6 We are not responsible for delays or additional costs resulting from the Customer's failure to provide access, information, approvals, materials or decisions required for the Works.

6. Electrical Installation Work

6.1 Electrical Works will be carried out in accordance with applicable UK legislation, regulations, standards and recognised industry practice applicable to the Works.

6.2 Where applicable, electrical installation work will be designed, installed, inspected and tested in accordance with the current edition of **BS 7671** and other applicable requirements.

6.3 Where certification is included within the quotation, the appropriate electrical certificate will be provided following satisfactory completion and testing of the relevant Works.

6.4 Electrical certification relates to the installation or work covered by the certificate and does not necessarily certify the condition or compliance of the entire existing electrical installation.

6.5 Existing electrical installations may contain defects, non-compliant work or equipment installed by others. We are not responsible for pre-existing defects unless we have expressly agreed to rectify them.

6.6 Where an existing installation is found to be unsafe, we may recommend or require remedial work before continuing with the Works.

6.7 We may isolate or disconnect electrical supplies where reasonably necessary for safety.

6.8 We will not knowingly reconnect equipment or installations that we reasonably believe present a significant safety risk.

7. Building and General Works

7.1 Building work will be carried out in accordance with the agreed scope and, where applicable, relevant Building Regulations and industry standards.

7.2 Unless specifically included in the quotation, we do not provide structural calculations, architectural drawings, planning services or specialist structural engineering.

7.3 Where structural defects or unexpected conditions are discovered, we may suspend the affected Works until appropriate advice, design or approval has been obtained.

7.4 We will take reasonable care to protect the Customer's property but cannot be held responsible for damage caused by concealed defects, fragile finishes, inadequate existing construction or conditions that could not reasonably have been identified before work commenced.

8. Materials and Equipment

8.1 Unless otherwise agreed, we will select materials and equipment that are reasonably suitable for the intended purpose and consistent with the quotation.

8.2 Where the Customer specifies a particular manufacturer, product or supplier, we are not responsible for defects or performance issues arising from the Customer's choice.

8.3 If a specified product becomes unavailable, discontinued or subject to unreasonable delay, we may propose a reasonably equivalent alternative for the Customer's approval.

8.4 Materials supplied by the Customer must be suitable, complete and available when required. We are not responsible for delays or additional labour caused by unsuitable, defective, incomplete or incorrectly specified Customer-supplied materials.

8.5 Unless otherwise agreed, all materials remain our property until payment for those materials has been received in full.

9. Variations and Additional Work

9.1 Any change to the agreed Works may constitute a variation.

9.2 Variations may include additional electrical points, alterations to the design, additional building work, remedial work, upgraded materials or work required as a result of unforeseen conditions.

9.3 Where reasonably practicable, we will provide the Customer with the additional cost before carrying out a variation.

9.4 Where immediate action is reasonably necessary for safety, protection of property or to prevent further damage, we may carry out necessary additional work and inform the Customer as soon as reasonably practicable.

9.5 Additional work will normally be charged at our prevailing labour rates plus materials and other reasonable costs unless a fixed variation price has been agreed.

10. Labour and Access

10.1 Our standard working hours are **Monday to Friday 8 hours per day**, unless otherwise agreed.

10.2 Work outside normal hours may be subject to additional charges.

10.3 The Customer must provide reasonable access throughout the agreed working period.

10.4 If our employees or subcontractors attend the property but cannot reasonably commence or continue the Works because of circumstances attributable to the Customer, we may charge for wasted time, additional visits and associated costs.

11. Start Dates and Completion

11.1 Any commencement or completion date provided is an estimate unless expressly agreed as a fixed contractual date.

11.2 We will make reasonable efforts to complete the Works within the anticipated timeframe.

11.3 We are not responsible for delays caused by circumstances outside our reasonable control, including:

- severe weather;
- illness or staff shortages;
- material shortages;
- supplier delays;
- utility company delays;
- discovery of unforeseen defects;
- delays caused by other contractors;
- planning or Building Control matters;
- Customer delays;
- restricted access;
- accidents;
- strikes;
- fire, flood or other events beyond our reasonable control.

11.4 Where a delay occurs, we will make reasonable efforts to notify the Customer and agree a revised programme where appropriate.

12. Payment

12.1 Unless otherwise agreed, invoices are payable within **30 days** of the invoice date.

12.2 For larger projects, we may require staged payments or a deposit as set out in the quotation.

12.3 Deposits may be used towards materials, labour, mobilisation and other costs associated with the Works.

12.4 The Customer must not withhold payment of undisputed amounts because of a separate dispute concerning another part of the Works.

12.5 If payment is overdue, we reserve the right to suspend further Works until the account is brought up to date.

12.6 We may charge interest and compensation on overdue commercial debts in accordance with applicable UK legislation.

12.7 Where a Customer is a consumer, we will only exercise contractual rights to interest, recovery costs or suspension of work to the extent permitted by applicable consumer law.

13. Consumer Cancellation Rights

13.1 Where the Customer is a consumer and the Contract is entered into away from our business premises or online, telephone or other distance means, statutory cancellation rights may apply.

13.2 Where applicable, the Customer will be provided with the required cancellation information and cancellation period.

13.3 If the Customer asks us to begin the Services during an applicable cancellation period, the Customer may be required to pay for Services properly performed up to the point of cancellation, subject to applicable law.

13.4 Where the Customer expressly requests that a service be fully performed during the cancellation period, statutory rights relating to cancellation may be affected where permitted by law.

13.5 Nothing in these Terms and Conditions is intended to remove or restrict any statutory consumer right that cannot lawfully be excluded.

14. Defects and Warranty

14.1 We warrant that Services will be carried out with reasonable care and skill.

14.2 Where a defect in our workmanship is identified within **12 months** of completion, we will, subject to these Terms and Conditions, investigate the issue and where appropriate rectify defective workmanship at our cost.

14.3 This warranty does not cover:

- normal wear and tear;
- misuse or accidental damage;
- alterations carried out by others;
- defects in existing installations;
- defects in Customer-supplied materials;
- manufacturer defects;
- damage caused by water ingress, structural movement or other external causes;
- failure caused by inadequate maintenance; or
- damage resulting from circumstances outside our reasonable control.

14.4 Manufacturer warranties may apply separately to materials, appliances, fixtures and equipment. Where appropriate, we will pass relevant warranty information to the Customer.

14.5 The Customer must notify us of an alleged defect within a reasonable period after becoming aware of it and provide reasonable access for inspection.

15. Making Good

15.1 Where the quotation includes making good, we will make reasonable efforts to restore affected areas to a suitable standard.

15.2 Unless specifically stated, making good does not include full redecoration of rooms or areas.

15.3 Due to differences in age, colour, texture, fading and availability of existing materials, an exact visual match cannot always be guaranteed.

16. Inspection, Testing and Certification

16.1 Where inspection and testing are included within the Works, these will be carried out in accordance with the requirements applicable to the work undertaken.

16.2 Certificates will be issued where required and where the relevant Works have been satisfactorily completed and tested.

16.3 The Customer is responsible for retaining certificates and other documentation provided to them.

16.4 We cannot issue certification for work carried out by others unless we have expressly agreed to inspect, test and certify that work and are legally and technically able to do so.

17. Subcontractors

17.1 We may use suitably qualified and competent subcontractors where reasonably necessary.

17.2 We remain responsible for the Services supplied under the Contract, subject to these Terms and Conditions.

17.3 Specialist work may be undertaken by specialist contractors where appropriate.

18. Health and Safety

18.1 We will take reasonable steps to carry out the Works safely and in accordance with applicable health and safety requirements.

18.2 We may stop work where we consider the working environment to be unsafe.

18.3 We will not be required to work in areas containing known or suspected asbestos or other hazardous materials unless appropriate arrangements have been made by suitably qualified specialists.

18.4 If unsafe conditions are discovered, additional costs or delays may arise.

19. Asbestos and Hazardous Materials

19.1 The Customer must inform us of any known or suspected asbestos or hazardous materials before work begins.

19.2 We will not remove, disturb or dispose of asbestos unless specifically contracted and appropriately qualified, licensed or otherwise legally permitted to do so.

19.3 If suspected asbestos or another hazardous material is discovered, we may immediately stop the affected work and require an appropriate survey, assessment, removal or other control measure before continuing.

19.4 Any resulting costs will be treated as additional work unless expressly included in the original quotation.

20. Existing Services and Hidden Conditions

20.1 We will take reasonable care when working around existing services.

20.2 We are not responsible for damage to concealed services that were not reasonably identifiable from available information or normal inspection.

20.3 The Customer should provide us with accurate information regarding the location of concealed pipes, cables, drains and other services where known.

20.4 Where necessary, additional investigation may be required before work can safely proceed.

21. Damage to Property

21.1 We will take reasonable care to avoid unnecessary damage to the property.

21.2 Some work necessarily involves drilling, cutting, chasing, lifting flooring, removing fittings or disturbing existing finishes.

21.3 We are not responsible for damage that is a reasonably foreseeable consequence of carrying out the agreed Works, provided we have exercised reasonable care.

21.4 We will not be responsible for damage resulting from pre-existing defects, poor construction, defective materials or concealed conditions that could not reasonably have been identified.

22. Customer Complaints

22.1 We aim to resolve complaints promptly and fairly.

22.2 Complaints should initially be made to:

Complaints Department

info@iconinstallations.co.uk]

02476 375376

22.3 The Customer should provide reasonable details of the complaint and, where possible, photographs or other relevant information.

22.4 We will investigate the complaint and, where appropriate, arrange an inspection.

22.5 The Customer must provide reasonable access for us to inspect and, where appropriate, rectify alleged defects.

22.6 Where appropriate, we may offer repair, replacement, remedial work or another reasonable remedy.

23. Limitation of Liability

23.1 Nothing in these Terms and Conditions excludes or limits liability where such exclusion or limitation would be unlawful.

23.2 Nothing in these Terms and Conditions limits liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded.

23.3 Subject to clause 23.2, we will not be liable for indirect or consequential losses to the extent permitted by law.

23.4 We will not be responsible for losses arising from circumstances outside our reasonable control.

23.5 Where the Customer is acting in the course of business, our total liability arising under the Contract will be limited to **£1,000,000**, except where such limitation is prohibited by law.

23.6 Where the Customer is a consumer, nothing in these Terms and Conditions limits statutory consumer rights or any liability that cannot legally be limited.

24. Insurance

24.1 We maintain appropriate insurance for the nature of the Services we undertake.

24.2 Details of our insurance cover can be provided upon reasonable request where appropriate.

24.3 The Customer remains responsible for maintaining appropriate buildings, contents and other insurance relating to their property.

25. Photography and Records

25.1 We may take photographs of the Works for record-keeping, certification, quality control and evidence of the condition of the installation.

25.2 We will not use identifiable photographs of the Customer or their private property for advertising or promotional purposes without appropriate permission.

26. Data Protection

26.1 We will process personal information in accordance with applicable UK data protection legislation.

26.2 Customer information will be used for purposes reasonably necessary to provide Services, administer the Contract, process payments, communicate with the Customer and meet legal obligations.

26.3 We will not sell Customer personal information to third parties.

27. Intellectual Property

27.1 Any drawings, designs, quotations, specifications or other documents produced by us remain our intellectual property unless otherwise agreed.

27.2 The Customer may use such documents for the purposes of the Works but may not reproduce or distribute them for other purposes without our permission, except where required by law.

28. Right to Suspend or Terminate

28.1 We may suspend the Works where:

- invoices remain unpaid;
- access to the property is not provided;
- the working environment is unsafe;
- required information or approvals have not been provided;
- unforeseen conditions prevent safe continuation; or
- the Customer materially breaches the Contract.

28.2 Either party may terminate the Contract where the other party commits a material breach and, where the breach is capable of remedy, fails to remedy it within a reasonable period after being notified.

28.3 Where the Contract is terminated, the Customer remains responsible for payment for Works properly carried out, materials ordered or supplied, and other reasonable costs incurred up to the termination date, subject to applicable law.

29. Events Outside Our Control

29.1 We will not be liable for failure or delay caused by circumstances beyond our reasonable control.

29.2 Such circumstances may include severe weather, flood, fire, epidemic or pandemic restrictions, industrial action, supplier failure, material shortages, utility failures, government action, transport disruption, accidents and other similar events.

29.3 We will take reasonable steps to minimise the effect of such events and resume the Works as soon as reasonably practicable.

30. Dispute Resolution

30.1 If a dispute arises, both parties should first attempt to resolve it through good-faith discussion.

30.2 Where appropriate, the parties may agree to use an independent mediator or other alternative dispute resolution process.

30.3 Nothing in this clause prevents either party from exercising any statutory or legal right available to them.

31. Governing Law and Jurisdiction

31.1 These Terms and Conditions are governed by the laws of **England and Wales**, unless another jurisdiction is required by applicable law.

31.2 Subject to any mandatory consumer rights, the courts of England and Wales will have jurisdiction over disputes arising from the Contract.

32. General

32.1 If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions will continue to apply.

32.2 Failure by either party to enforce a provision of the Contract does not constitute a waiver of that provision.

32.3 The Contract constitutes the agreement between the parties concerning the Services and supersedes previous discussions relating to the same Works, except where expressly incorporated.

32.4 No amendment to the Contract will be binding unless agreed by both parties, except where a variation is otherwise permitted under these Terms and Conditions.

33. Customer Acceptance

By accepting our quotation or instructing us to commence the Works, the Customer confirms that:

- they have read and understood these Terms and Conditions;
 - the scope of Works and price have been explained to them;
 - they have provided us with information reasonably necessary to undertake the Works;
 - they agree to provide reasonable access to the property;
 - they agree to pay invoices in accordance with the agreed payment terms; and
 - they understand that additional charges may apply for variations, unforeseen conditions and work outside the agreed scope.
- They shall issue a purchase order for the works or fill out their details below.

Customer name: _____

Signature: _____

Date: _____

Quotation / Job reference: _____
