

36-Month Electrical Compliance Plan - Terms and Conditions

Agreement between the Client and Supplier

Client Detail ("Client"):



Service Provider Detail ("Supplier"):

Lundie Electrical Limited
91 Hospital Street, Unit 2
Nantwich,
Cheshire,
CW5 5RU

1. Overview

The Electrical Compliance Plan ("ECP") is a 36-month service agreement offered by Lundie Electrical Limited to support your organisation in maintaining electrical compliance standards. This agreement provides a structured schedule of testing and inspections designed to ensure the safety and compliance of your electrical systems.

2. Scope of Services

The services provided under the 36-month ECP include:

- *Fixed Wire Electrical Testing*: 1 fixed wire test, performed once every 3 years. This can be scheduled any time within the 3-year period should you already have a valid electrical test certificate in place and want to make use of its validity.
- *Emergency Lighting Duration Tests*: 3 emergency lighting 3-hour duration tests, conducted once annually over the 3-year term.
- *Annual Visual Inspections*: 3 annual visual inspections of electrical systems over the 3-year period. (Carried out in conjunction with Emergency Lighting Duration Test)

Together "Services"

3. Supplier Responsibilities and Service Level Agreement

Lundie Electrical Limited will undertake to provide the above Services in accordance with all applicable safety and compliance regulations and to the following standards: BS7671(inc. future amendments) / Guidance Note 3 / BS5266-1

- *Response Time*: Services will be scheduled within an agreed-upon timeframe to minimise disruptions to Client operations. This may include work being carried out outside of normal operating hours.
- *Quality Assurance*: All of the Services committed to will be performed by professionals with the relevant qualifications and experience.
- *Reporting*: A detailed report will be provided within 5 working days after each test or inspection. This report will outline any findings, actions taken, and recommendations for further maintenance or remedial actions, if necessary. This report will include the location of all emergency lighting fixtures and points of isolation and all electrical distribution boards and circuit lists.
- *Retesting*: Should a test fail and remedial work be necessary the Supplier will issue a satisfactory report, should the remedial works be carried out by a third party, once the Client provides confirmatory evidence of the works having been completed.
- *Provision of a Client Portal*: this is dedicated online storage for the Client to access all historic documentation inclusive of quotations and invoices.

4. Client Responsibilities

- *Access and Cooperation*: The Client agrees to provide necessary access to the premises and to cooperate fully to enable Lundie Electrical Limited to perform the agreed-upon services. The Client will also secure the site following any out of hours site visits by the Supplier unless agreed upon in writing otherwise.
- *Compliance with Recommendations*: the Client is responsible for ensuring any remedial works recommended by the Supplier as a result of the Services are carried out in a timely manner. Once these works have been completed the Client is to then inform the Supplier and organise a retest.

- *Provision of floor plans:* provide the Supplier on initiation of this Agreement or on any material change by the Client to the buildings being inspected a copy of a floor-plan for each site.

- *Payments:* the Client agrees to make monthly payments on time. The Supplier reserves the right to immediately suspend Services in the event of a missed payment until such time as rectified and/or the full plan duration cost is paid in full.

5. Plan Duration, Pricing, and Payment Terms

- *Duration:* The ECP is a 36-month agreement that begins upon receipt of the first payment.

- *Pricing:* A monthly payment of £[REDACTED] the ECP is priced at £[REDACTED] over the full duration. All figures exclusive of VAT.

- *Monthly Payments:* The Client will pay the fixed monthly fee over the term of 36 months. Payments cover the services outlined in Section 2 and are to be paid via a scheduled monthly payment/direct debit. No other means of payment will be accepted. Any non-contracted works are subject to payment within 7 working days of completion. Larger projects may require deposits to be paid prior to commencement. This will be outlined in any quotations. Should a scheduled payment not be received, the Supplier will seek to rectify with the Client before pursuing the balance of the full duration.

6. Other Plan Benefits

- All staff members of the Client shall receive 10% off any services Lundie Electrical Limited offer. To benefit from this discount, staff members must contact us via an official company email address to prove employment with the company. Should staff members not have their own company email addresses, we request a senior member of staff contact us and 'cc' the other staff members personal email address into the message.

7. Cancellation Policy

- *Termination by Client:* The Client may exit the ECP at any time, without penalty. However, no refund will be provided for monthly payments made up to the date of cancellation.

- *Final Payment Calculation:* In the event of early termination, if the total payments made do not cover the actual costs of services provided to date, Lundie Electrical Limited will issue a final invoice. This final payment will be calculated to cover only the costs of works carried out to date with no further payments due.

- *Access to Client portal* will be revoked on cancellation of the subscription within a 30 day period. All storage of these documents will become the responsibility of the Client.

8. Limitations of Liability

- *Service Interruptions:* Lundie Electrical Limited is not liable for delays or interruptions in service caused by events beyond our control, including but not limited to force majeure events, Client scheduling delays, or lack of access to premises.

- *Compliance and Safety Risks:* While Lundie Electrical Limited will provide testing and inspection services to support compliance, the Client is responsible for maintaining compliance based on the recommendations provided.

- The Client is not obligated to use the Suppliers for any remedial works, however, the Supplier must receive evidence that the works have been carried out in the form of invoices and supporting certification.

- *Indemnity:* The Client agrees to indemnify and hold Lundie Electrical Limited harmless from any claims or damages arising from the Client's failure to implement recommended repairs or maintenance following the inspections and tests conducted under this agreement.

9 Data Protection

Each party agrees to comply with applicable data protection laws, including the UK GDPR and the Data Protection Act 2018, in relation to any personal data shared during the provision of Services. Any personal data collected or processed under this agreement will be used solely for service delivery purposes and shall be securely stored, with access restricted to authorised personnel only. Each party will promptly notify the other in the event of any data breach affecting shared personal data.

10. Agreement Acceptance

- By enrolling in the 36-Month Electrical Compliance Plan and making the first payment, the Client agrees to the terms and conditions outlined in this document.

Signed on behalf of:

- The Client:

Company name:

Signatory name:

Title:

Signature:

Date:

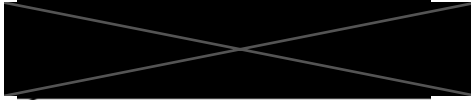
- The Supplier:

Company name: Lundie Electrical Limited

Signatory name: Nick Lundie

Title: Director

Signature:



Date:

