



Terms and Conditions

Version 1.4 | Last Updated: April 2025

1. DEFINITIONS

"Customer" means the individual or legal entity purchasing Services from CE.

"Services" means all services provided by CE including but not limited to electrical, plumbing, and heating services.

"Terms" means these Terms and Conditions of Service.

"CE" refers to Channel Electrics Limited, trading as Channel Services.

2. INTRODUCTION

Channel Electrics Limited ("CE", "we", "us" or "our") is a company registered in Jersey that provides electrical, plumbing, and heating services (the "Services"). CE operates under the trading name *Channel Services*, which includes the specialised divisions: Channel Electrics, Channel Plumbing, and Channel Solar. These Terms and Conditions apply to all Services provided under the Channel Services brand, including installations, repairs, servicing, and project work.

3. SCOPE OF SERVICES AND AGREEMENT

3.1 Any Services provided to you ("you" or the "Customer") are subject to these Terms unless otherwise agreed in writing.

3.2 Any terms implied by custom, conduct, or previous dealings are excluded.

3.3 No amendment to these Terms is valid unless made in writing and agreed by CE.

3.4 Please read these Terms carefully before engaging our Services.

3.5 By using our Services, you agree to be bound by these Terms.

3.6 Your acceptance of a quotation or engagement with CE via email, text, or verbal instruction will constitute your agreement to these Terms.

4. SERVICE REQUESTS: AD HOC / TENDER / QUOTATION

4.1 For ad hoc instructions, CE may carry out any work it deems necessary and charge accordingly.

4.2 Quotations or tenders are indicative only and not binding unless confirmed in writing by CE.

4.3 All quotations/tenders assume requested Services are feasible. If they are not, CE will notify the Customer and may issue a revised quotation.

4.4 If an order is placed within 30 days of the date of a quotation or tender and is accepted, the price will be fixed, unless otherwise stated.

4.5 If an order is placed after 30 days, CE may adjust the price to reflect any changes in costs (materials, labour, transport, overheads).

Note: All quotations are valid for 30 days from the date of issue unless otherwise stated.

4.6 Orders may be formally accepted by email to info@channelservices.je or by phone at 01534 868928.

5. SCHEDULING AND DELAYS

CE will make reasonable efforts to perform Services within agreed timelines. However, CE shall not be liable for delays due to circumstances beyond its control, including but not limited to adverse weather, material shortages, or Customer-caused delays.

6. CUSTOMER OBLIGATIONS

6.1 The Customer is responsible for the accuracy of all designs, specifications, and data it supplies.

6.2 The Customer must obtain all necessary permissions (e.g. planning, building regulations).

6.3 The Customer shall indemnify CE against third-party claims resulting from CE acting on the Customer's instructions or designs.

6.4 The Customer must provide safe and reasonable access to the premises, and secure storage for CE's equipment and materials.

6.5 The Customer must comply with Health and Safety legislation and shall hold CE harmless for any breaches.

7. CE'S OBLIGATIONS

7.1 CE will perform Services with reasonable care and skill and use materials of suitable quality.

7.2 CE will take reasonable care of the Customer's property and will be liable only for damage caused by its negligence, limited to the replacement value.

8. CHARGES AND PAYMENT

8.1 Unless otherwise stated in a written quotation:

- **Working Hours:** Standard working hours are 7:30 a.m. – 4:00 p.m., Monday to Thursday, and 7:30 a.m. – 1:30 p.m. on Friday.
- **Hourly Rate:** £58 per hour for electrical services and £60 per hour for plumbing services (or part thereof), excluding parts, materials, and applicable travel/parking charges.
- **Emergency/Out-of-Hours Work:** May be charged at a premium rate.
- **Troubleshooting:** Charged at the applicable standard hourly rate plus travel if applicable.
- **Travel and Parking:** Reasonable charges will be added to the invoice.
- **Overtime:** Work outside regular hours or at the Customer's request may incur additional charges.
- **Quotations:** Provided free of charge and without obligation.
- **GST:** All prices exclude GST @ 5% unless otherwise stated.

8.2 Payment is due within 14 days of invoice. Interest may be charged at 3.5% per month on overdue payments exceeding 14 days unless otherwise agreed in writing.

8.3 All materials supplied remain the property of CE until full payment is received.

CE reserves the right to recover any such materials in the event of non-payment.

8.4 Any estimates provided are non-binding and based on the information available at the time. Final invoices may vary depending on actual time, materials, and circumstances encountered on site.

9. VARIATIONS

If during the course of the work it becomes apparent that variations to the agreed Services are required, CE will notify the Customer as soon as reasonably possible. Any additional work will be charged at the applicable hourly rate or as agreed in writing.

10. PHOTOGRAPHIC EVIDENCE

CE may take photographs of works-in-progress and completed work for record-keeping and quality control. Photographs used for marketing purposes will not include identifying information without prior Customer consent.

11. CANCELLATION

11.1 CE may terminate Services immediately if:

- The Customer breaches any obligation and fails to remedy it within seven days of notice; or
- The Customer becomes insolvent, subject to bankruptcy, or enters a formal arrangement with creditors.

11.2 Upon termination, CE may remove its equipment from the premises. The Customer remains liable for all work completed and unpaid sums.

11.3 The Customer may cancel at any time. However, if cancelled within 24 hours of scheduled work, CE reserves the right to charge for labour, materials, and time already committed.

12. SUBCONTRACTORS

CE may engage subcontractors to perform part of the Services. CE remains responsible for the quality and performance of all subcontracted work.

13. LIMITATION OF LIABILITY

13.1 CE is not liable for failure to perform Services due to events beyond its control (e.g., natural disasters, power failure, third-party actions).

13.2 For transported equipment, CE's liability is limited to replacing the item or passing on any applicable insurance benefit.

13.3 CE is not liable for damage caused by the removal of flooring or other coverings unless negligent.

13.4 CE excludes liability for indirect loss including profit, production, or

contractual losses. Nothing limits liability for death, personal injury, or defective goods where prohibited by law.

14. GUARANTEES

14.1 CE provides a one-year labour guarantee on workmanship unless otherwise agreed.

14.2 Parts and components are covered by respective manufacturer warranties.

14.3 CE will rectify defective work or materials reported within 12 months. Liability is limited to the invoice value.

15. DATA PROTECTION

CE complies with the Data Protection (Jersey) Law 2018. Customer data is confidential and handled in line with applicable regulations.

16. COMPLAINTS

If you are dissatisfied with any aspect of the Services, please contact us at info@channelservices.je. We will aim to respond to all complaints within 5 business days and resolve them promptly and fairly.

17. ELECTRONIC COMMUNICATION

You agree that all communications from CE, including quotations, invoices, notices, and updates to these Terms, may be provided electronically via email or other digital means.

18. CONFIDENTIALITY

CE and the Customer agree to keep confidential any non-public information shared in connection with the Services, and not to disclose such information to any third party without prior written consent, except where required by law.

19. ENTIRE AGREEMENT

These Terms constitute the entire agreement between CE and the Customer and supersede any prior agreements, understandings, or representations, whether oral or written.

20. SEVERABILITY

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

21. REVIEW OF TERMS

CE may update these Terms from time to time. Any such changes will be published on our website or notified to Customers via email. Continued use of the Services after such notice will constitute acceptance of the updated Terms.

22. GOVERNING LAW AND JURISDICTION

These Terms are governed by Jersey law. The courts of Jersey shall have exclusive jurisdiction over disputes relating to these Terms or Services.