

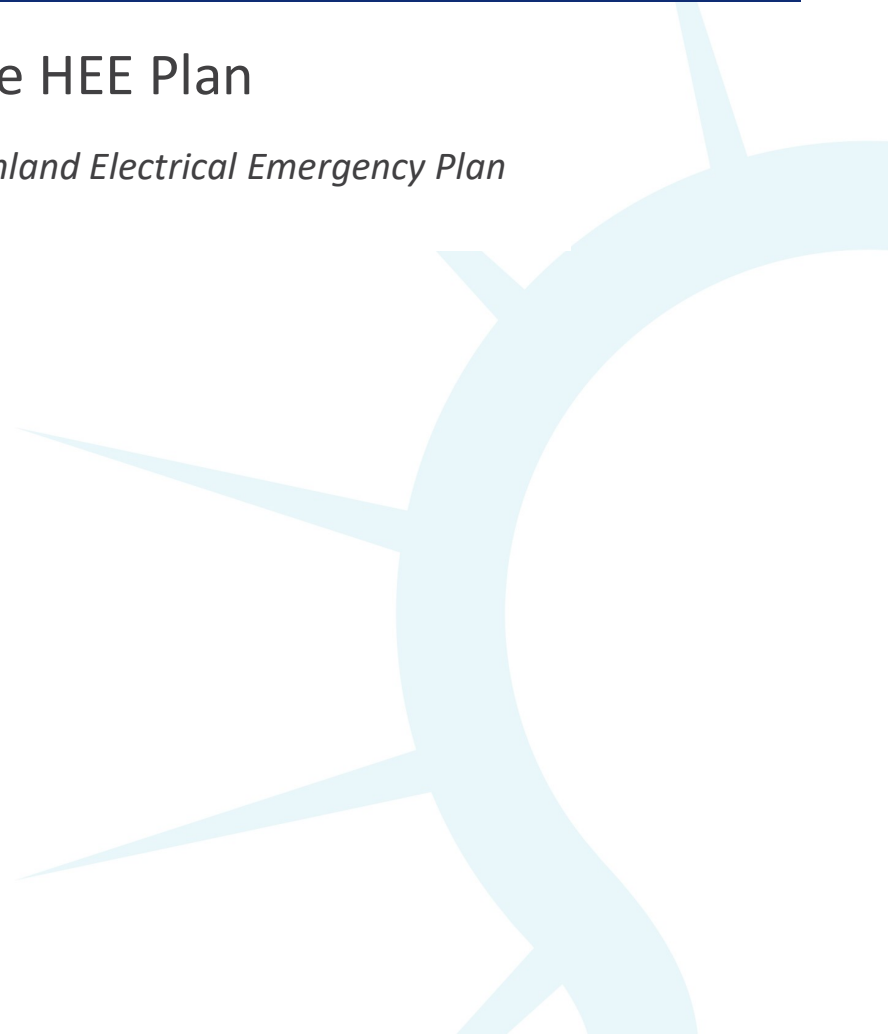


Highland Electrical

YOUR TRUSTED ELECTRICIANS

The HEE Plan

Highland Electrical Emergency Plan



The Offer.

The HEE Plan (Highland Electrical Emergency Plan) has been designed to meet the demands and needs of householders who want protection in place in the event of problems with their electrical fixed wiring and fixtures.

The HEE Plan covers repairs of electrical wiring and electrical fixtures inside your Home or your rental property. This covers the fixed electrical wiring system, light switches, wall sockets, and light fixtures as listed below:

- Parts and labour are included for fitting standard replacement parts, for example, we will replace all fittings with a standard white plastic fitting unless an alternative is provided by you.
- We will carry out a Visual Inspection of the property and provide you with a report once in every year continuous period of your agreement.
- We will carry out a Full Periodic Inspection of the property and provide you with a report once in every Five-year continuous period of your agreement.
- Repair of accidental damage to the electrical wiring inside your Home. Parts and labour to access the damaged cable and make good damage caused by the necessary access is limited to £200 in each occurrence. Making good is to a bonding coat only.
- Repair of accidental damage, if caused by you, to your light switches, sockets or local isolators. If a replacement is required, we will fit standard (white plastic) replacement parts unless an alternative is provided by you.

The Problem.

In less time than you may think, the electrics in your home can become damaged or worn through general wear and tear. Government statistics show unsafe electrical installations cause more than 750 serious accidents and 12,500 fires in homes each year.

Very few homeowners in the UK have their homes regularly inspected for electrical faults, or have a proper maintenance schedule in place; as a consequence nothing is done until a serious incident occurs adding to the statistics above.

Old wiring, faulty outlets, poorly installed DIY projects all contribute to a failing electrical system, some of the signs are obvious while many others are not and may only be identified by a trained electrical engineer. You should be extra cautious if the property is old as it runs a higher risk of having faulty wiring. Don't put your life or your investment at risk.

The Royal Institution of Chartered Surveyors (RICS), advise clients (buying property) to be very cautious if the electrics look suspicious because of the potentially high costs of putting things right. You can't see what's behind the walls so it's best to get a trained electrical engineer to inspect and test it.

An electrical survey, also known as a EICR, looks for possible electric shock risks and fire hazards. The electrician will carry out tests on wiring and fixed electrical equipment, identify any faulty electrical work and highlight if all required safety measures are present.

After the inspection, you are given an electrical survey report (electrical condition report). The report identifies the overall condition of all the electrics, stating whether it is satisfactory for continued use or any work which might need to be done.

How it Works?

Once your initial inspection payment has cleared we will arrange for an inspection of your electrical installation to be carried out.

Following the inspection you will be presented with a report on the condition of the installation and told whether your application was successful or not with recommendation if not to get your home safe.

Your cover will start fourteen days after your initial payment has cleared on our account. You will then receive your welcome pack which will include your unique member number.

Once yearly we will conduct a Visual Inspection of your electrical installation.

Once in every Five-years of continuous membership we will conduct a full Domestic EICR and provide you with a report (within 7 days).

You have access to a priority response in the event of an electrical emergency, we will respond within six hours of your call.(4 call outs a year £40 excess each call out thereafter)

You will receive a 10% discount on any electrical installation works that you book through us.

We aim to provide a safe, fast, high-quality service to 'repair' or 'maintain and repair' the Electrical Installation included in your agreement.

What's not covered.

Unfortunately not everything can be covered under a plan like this, however we believe in being completely clear about what is not covered under this agreement.

The following items are not covered as part of this agreement:

- Replacing blown lamps (bulbs).
- Pre-existing problems, faults or permanent repair work which you have been advised is necessary to avoid repetitive situations leading to an emergency or breakdown.
- Domestic appliances such as, cookers, washing machines etc.
- Components belonging to consumer units (fuse board), MCB's, RCD's, RCBO's etc.
- Replacing rubber, lead or MICC cable if these are present in the property.
- Components belonging to any Alarm system (intruder or Fire).
- Outbuildings, not directly attached to the main installation.
- Repairs/replacements to any form of heating controls, timers, thermostats, room stats etc.
- Resetting controls (for example, thermostats and programmers following changes due to winter or summer).

Terms & Conditions

1. Attention: These terms and conditions apply to the entire contents of this Agreement and to any correspondence between us and you. Please read these terms and conditions and the privacy policy carefully before signing this Agreement. Using our services indicates that you accept these terms and conditions and the privacy policy. If you do not accept these terms and conditions and the privacy policy, do not use our services.

DEFINITIONS:

2. Our/us/we: Highland Electrical

2a. Wherever the following words and phrases appear in these Terms and Conditions, they will have the following meaning:

Initial Inspection: The first full inspection and test carried out by our engineer at the covered property.

Annual Inspection: A visual inspection only, carried out by our engineer at the covered Home.

Domestic Purposes: At least half the rooms at the Home must be used for normal living and not commercial purposes.

Home: Means your place of residence being your private domestic dwelling and any covered garage connected to your place of residence. Excludes outside areas including but not limited to, such as your gardens, lawn, outbuildings, borders and driveways.

Covered person(s) or you/your: The person named on your application, together

with the members of your household normally residing in your Home.

Repairer: Repairs must always be carried out by engineers approved and authorised by us.

APPLICATION OF CONDITIONS OF USE

3. By accessing or using any of our services, you shall be deemed to have accepted and be bound by this Terms and Conditions in full. If you do not accept this Terms and Conditions in full or wish to be bound by these conditions, do not use our services.

4. We may revise these terms and conditions at any time without any notice to you. You should check with us from time to time to review the then current terms and conditions, because it is binding on you.

5. By using our services you are bound by our Terms and Conditions and you warrant and indemnify us that:

- (i) You are legally capable of entering into these Terms and Conditions;
- (ii) You are at least 18 years old;
- (iii) You are resident in Great Britain and your Home is in Great Britain. Any breach of paragraph

6 will mean immediate termination of this agreement without any refund.

7. Please ensure that the details you provide to us are correct & complete and inform us immediately of any changes to the information that you provided to us.

HEE Plan

8. The HEE Plan is designed to meet the demands and needs of householders who want protection in place in the event of various problems with their electrical fixed wiring and fixtures.

9. The HEE Plan covers repairs of the electrical wiring and electrical fixtures inside your Home. This includes the fixed electrical wiring system, light switches, wall sockets, light fixtures and transformers.

10. Parts and labour are included for fitting standard replacement parts, for example, we will replace all fittings with a standard white plastic fitting unless an alternative is provided by you.

11. We will carry out a Visual Inspection of the property and provide you with a report once in every One-year continuous period of your agreement.

12. We will carry out a Full Periodic Inspection of the property and provide you with a report once in every Five-year continuous period of your agreement.

13. Repair of accidental damage to the electrical wiring inside your Home but only in the specific circumstance where you accidentally damage a hidden electrical cable through puncturing it with a nail, screw or similar fastening & this results in a failure of all or part of your electrical system in your Home.

14. Parts and labour to access the damaged cable and make good damage caused by the necessary access is limited to £200 in each occurrence. Making good damage caused by necessary access means filling or plastering to make level (but may not be smooth) but excludes redecoration.

15. Repair of accidental damage, if caused by you, to your light switches, sockets or local isolators. If a replacement is required, we will fit standard replacement parts unless an alternative is provided by you.

16. The Exclusions below and the General Exclusions.

DOMESTIC ELECTRICAL EXCLUSIONS

17. The following are not included in your agreement:

- Repairing controls, pumps, detectors, timers and programmers.
- Pre-existing problems, faults or permanent repair work which you have been advised by us is necessary to avoid repetitive situations leading to an emergency or breakdown.
- Replacing Lamps (bulbs).
- Repairing appliances connected to the electrical installation such as cookers, hobs, extractors etc.
- Repairing portable electrical appliances.
- Repairing or replacing the mains supply up to the fuse box.
- Repairing the parts of the power supply between your Home and the outbuildings on your property that are outside of the buildings.
- Repairing or replacing outside lights to the Home.
- Repairing or replacing rubber, lead or MICC cable.
- Repair of accidental damage to the main electrical consumer unit or fuse box in or outside the Home.
- Any costs over £200 we would incur to get to your system/ appliance in order to make a repair, for example, cables buried in walls or under laminate flooring. We do not include the cost of getting to your fittings where your system is inaccessible due to a design fault in the Home.

COMPLAINTS

18. We will always aim to do our best, but unfortunately there may be times when things go wrong. If you have a complaint about any part of our service please (insert your details here).

19. We will try to deal with the matter immediately but if we cannot then we will keep you regularly informed about the progress of our investigation (via email or letter). If you are unhappy with our final response - or if we have not been able to complete our investigation within 8 weeks of our receiving your complaint - you may be able to refer the matter to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London, E14 9SR, Telephone: 0845 080 1800

OUR RESPONSIBILITIES

20. We will meet our responsibilities under your agreement(s) within a reasonable time unless it is impossible because of circumstances outside our control a "Force Majeure" including but not limited to any act, event, non-happening, omission or accident beyond reasonable control and includes in particular (without limitation) the following Strikes, lock-outs or other industrial action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport, impossibility of the use of

public or private telecommunications networks, the acts, decrees, legislation, regulations or restrictions of any government.

21. Our performance under this agreement is deemed to be suspended for the period that the Force Majeure event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure event to a close or to find a solution by which the obligations under the contract may be performed despite the Force Majeure event. This condition does not affect your statutory rights.

INITIAL INSPECTION

22. Your agreement includes an Initial Inspection, we will inspect electrical wiring and fixtures to make sure they are safe and in good working order. Our engineer will complete an inspection report to show you what he or she has checked. We will normally carry out this service within approximately 14 working days of the beginning of your agreement where possible. However, as we will give priority to breakdowns, it may be later if there is a high demand for our services.

23. If the inspection reveals a problem, we may at our sole discretion:

- Tell you what remedial work is needed and what it will cost you for that work to be done;
- Amend your agreement, to exclude the part(s) of the system causing the problem; or
- Give you written notice to cancel the agreement and refund your money within 14 days.

ANNUAL INSPECTION

24. This section applies if your agreement includes an Annual Inspection. We will let you know when it is time to carry out the inspection. We will carry out the inspection around the same time each year where possible. This will depend on our workload and your preference for an appointment. As long as we are given access to your Home, we will always make sure we check that your electrical installation is safe. You can also call us at any time to arrange or rearrange your inspection if it is due. You will be provided with a report by us after each inspection within 7 days after the inspection.

GAINING ACCESS TO YOUR PROPERTY AND ARRANGING APPOINTMENTS

25. It is your responsibility to allow us access to your Home. If we cannot gain access to your Home, we will be unable to carry out the necessary work. If this happens, we will tell you so that you may arrange another appointment. If you do not arrange an appointment or we cannot gain access, your agreement will continue even though we have been unable to carry out the inspection. If, after several attempts, you have not made an appointment or we still cannot gain access, we may at our sole discretion cancel your agreement. We will tell you in writing if this is the case within 14 days.

COVER PERIOD

26. The Period of Cover which will be 12 months, shall commence once your initial payment has been made, cleared, and after the Initial Inspection your application is accepted for cover.

RENEWALS

27. At renewal we will write to you to tell you about any changes to the Terms and Conditions or prices. If you pay by Direct Debit, we will automatically renew your agreement(s) annually unless you notify us in writing within 30 days before the anniversary of your renewal date.

SERVICE COVERAGE

28. This agreement is strictly for Homes within England. There are a few areas of Great Britain where we do not provide this agreement and service. If this affects you, we will tell you in writing when you apply for our services.

CANCELLATION

29. By submitting this application you agree to membership for a minimum period of twelve months after which you can cancel at any time by giving 30 days written notice.

30. You can cancel your agreement by emailing info@highland-electrical.co.uk. However, if you cancel within fourteen working days (Cooling-Off Period) from your initial payment, you will receive a full refund of any money paid unless we have carried out a service or repair, in which case charges will apply.

THIRD-PARTY RIGHTS

31. Nobody other than you at the address named in the agreement will be able to benefit from this agreement, which cannot be passed to someone else without our agreement.

GUARANTEES

32. We guarantee all parts and labour under this agreement for 12 months from date of repair. Any guarantees do not affect your legal rights under the Sale of Goods Act 1979 and Supply of Goods and Services Act 1982. You can get advice about your rights from a Citizens Advice Bureau or Trading Standards Department.

APPOINTMENT TIMES

33. We let you choose the time that suits you for appointments, either AM (8am-1pm), PM (12 noon-6pm), or daytime (10am-2pm), Monday to Friday.

GENERAL EXCLUSIONS

34. We will not include the following:

- Improvements including work that is needed to bring your system up to current standards/legislative requirements. You may need to have improvements carried out before we are able to complete other repairs to your system.
- Upgrades which you may want to have carried out to improve your system.
- Replacing or repairing parts that do not affect how the system works or decorative or specialist parts.
- The cost of repairing damage or breakdowns caused by changes to, or problems with the electricity services.
- Removing asbestos associated with repairing the system. When you have had any asbestos removed, you must give us a clean-air certificate before we will do any further work at your property.
- Cash alternatives for service, maintenance or repair.
- Commencing and/or continuing services where we reasonably consider that there is a Health & Safety risk including: the presence of; hazardous materials; infestations; or harassment of our personnel including verbal or physical abuse. In relation to the health and safety of our employees and sub-contractors we will not recommence work until the Health & Safety risk has been rectified to our satisfaction.

DESIGN OR EXISTING ELECTRICAL FAULTS

35. We will not include the cost of repairs needed because of design faults (unless Highland Electrical Contractors are responsible), or faults which existed before you entered into your agreement or which we could not identify on our Initial Inspection or inspection of that particular system using reasonable care and skill.

ACCIDENTAL DAMAGE / THIRD-PARTY DAMAGE / DAMAGE FROM INTENTIONAL RISK TAKING

36. Except where accidental damage caused by you is specifically stated as being included under the agreement, the cost of repairs relating to damage caused by you is excluded from all agreements.

37. Where work is undertaken on your system by a third party, which results in damage to that or another part of your system, the repair of any such damage will be excluded from your agreement.

ALL OTHER LOSS AND DAMAGE

38. Unless we are responsible for it, we will not include loss or damage to property (including any cleaning needed) or any other type of loss caused by the system to which this agreement relates including but not limited to breaking down or being accidentally damaged by you. If access has to be made to your system we will fill in any holes and leave the surface level but we will not replace the original surface or construction. Any redecoration or repair of damage that may be needed following our work is your responsibility, unless we have been negligent.

RISKS NORMALLY INSURED UNDER HOUSEHOLD OR OTHER INSURANCES

39. Except and only to the extent specifically stated as being included under the agreement, we will not include the repairing of faults or damage or replacement of systems caused by subsidence, structural repairs, accident, fire, lightning, explosion, flood or storm. You should check your household insurance to make sure you have enough cover for these risks.

LIMITATION OF LIABILITY

40. We, any other party, and any of our group companies and our officers, directors or employees, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or

connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this Terms and Conditions and our service in any way or in connection with the use, including but not limited to:-

(a) Loss of profit or damage due to any breach of contract between us and you or arising by reason of a breach of any tortious duty owing on these Terms and Conditions;

(b) Loss or damage due to any reliance by you of our services and our Terms and Conditions;

(c) Loss or damage including but not limited to loss of income or revenue, loss of business, loss of anticipated savings, loss of data, loss of goodwill, wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

41. Nothing in these terms and conditions shall exclude or limit the our liability for (i) death or personal injury caused by our negligence (as such term is defined by the Unfair Contract Terms Act 1977); (ii) our fraud; or (iii) any liability of which we cannot be excluded or limited under applicable law.

COPYRIGHT, TRADEMARKS AND DATABASE RIGHTS

42. Unless otherwise stated, the copyright, logo, database right and other intellectual property rights in all material (including without limitation the database, design, text, photographs, graphical images and layout) are owned by us or our licensors is protected by international copyright, authors' rights and database right laws. The compilation of all content is the exclusive property of us and its affiliates and is protected by United Kingdom and international copyright and database right laws.

43. Any rights not expressly granted in these terms and conditions are reserved.

RESERVATIONS

44. We reserve the right to expand, change or revise our service at its sole discretion as we grow or as conditions provide.

COST

45. There is an initial joining fee of **£80+vat** this fee along with your first months cover will be taken as your initial payment.(includes initial inspection)

46. There is an ongoing cost for membership of **£12.99+vat** per month, normally payable on the 15th of each month.

47. Payment for the agreement is by Standing Order to **Highland Electrical contractors**

48. Please make a note of your membership number when you receive it.

49. In the event of an Electrical Emergency the number to call is **01509 277479**.

PRIVACY POLICY

50. Personal Information

51. We understand that your privacy is very important to you and so with this in mind any personal information collected and used by us will be processed in accordance with the Data Protection Act 1998.

52. We will use your details (including but not limited to name, address, telephone number and email address) the information of the provision of services to you, and other information about you to manage your account.

53. Please do not submit your personal information to us if you do not wish us to collect it.

54. Changing address

55. If you would like us to transfer your agreement to a new address, you will have to inform us in writing stating the new address. We shall send you a new agreement for you to sign and once signed we will close your old account and open a new account. Your registration will be transferred.

56. Mobile and Email address.

57. You agree that we may communicate with you via telephone, SMS messenger or by email if you have supplied your telephone number or email address. We may monitor and record all email, SMS messages and telephone calls for training, security and customer service purposes. We may use this data for the purposes of resolving queries and disputes that may arise from time to time.

58. We take measures to ensure that any information supplied is kept secure. As this is the case, we may require proof of identity before we can allow you access to your personal information.

59. Third Parties

60. You agree that we may pass this data to third parties where appropriate, (we are not responsible for the privacy practices of these third party companies), for the purposes of managing your relationship with us or if required by law. You further

agree that we may pass on this data to other group companies, successors in title to us or assignees. Any statistical data we gather does not include any personal information.

61. Data Protection Act

62. We are registered under the Data Protection Act and processes data accordingly. You have the right to access personal information that we hold about you. Please contact info@highland-electrical.co.uk for more information. We may charge a small administration fee in relation to fulfilling a request for access to personal information.

63. If you object to your data being collated or wish to remove your data from our records then please contact info@highland-electrical.co.uk for more information.

64. If you do not believe we have dealt with your data correctly then you have the right to complain to the Information Commissioner.

65. In addition to these safeguards, your personal information is protected in the UK by the Data Protection Act 1998. This provides that the information which we hold about you should be processed fairly and lawfully, should be accurate, relevant and not excessive, not be retained for longer than is necessary and, if applicable, be kept up to date.

TERMINATION

66. This agreement and your access to our Service may be terminated by written notice if:-

- (i) you are in material breach of this agreement and the breach is not remedied within the period of fourteen (14) days after written notice of the breach has been given to you; or
- (ii) in the event of the circumstances referred to in paragraph 26, or "Reservations" above; or
- (iii) If by reason of an event of "Force Majeure" (as defined above) either party is materially prevented from performing its obligations for a period of three (3) consecutive calendar months; or
- (iv) If either party shall make an assignment for the benefit of creditors or make any composition or arrangement with creditors or if any action or proceeding under any bankruptcy or insolvency law is taken against either party and not dismissed or if either party shall be wound up whether compulsorily or voluntarily (save for the purpose of reconstruction or amalgamation) or shall suffer an execution to be levied against its goods or property or shall have a receiver, provisional liquidator manager or administrative receiver appointed.

67. You may terminate this agreement and receive a pro-rata refund of the subscription fee if the service is discontinued or if we are in material breach of this agreement and the breach is not remedied within the period of fourteen (14) days after written notice of the breach has been given to us by you.

68. If we, at any time during this contract, insist upon strict performance of any of your obligations under the contract or any of these Terms and Conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

WAIVER

69. A waiver by us of any default shall not constitute a waiver of any subsequent

default.

70. No waiver by us of any of these Terms and Conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing as expressed herein.

NOTICES

71. All notices given by you to us must be given to us via the website at www.highland-electrical.co.uk. We may give notice to you at either the e-mail or postal address you provide to us. Notice will be deemed received and properly served, 24 hours after an e-mail is sent, or three (3) days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

ASSIGNMENT

72. We may transfer, assign, charge, sub-contract our rights and obligations under these terms and conditions at any time during the term of this agreement, and this will not affect your rights.

73. You may not assign, transfer, charge or sub-contract any of your rights or obligations under these terms and conditions including but not limited to any third party or parent company.

ENTIRE AGREEMENT

74. These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

75. Both parties acknowledge that, in entering into this agreement, neither parties has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between either parties prior to such contract except as expressly stated in these terms and conditions.

76. If any provision contained in these terms and conditions is determined by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, that provision shall be severed from these conditions and the remaining provisions shall continue in full force and effect.

HEADINGS

77. The headings used in these terms and conditions are for convenience only and do not affect the meaning of the terms and conditions.

GOVERNING LAW AND JURISDICTION

78. These terms and conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts

Property to cover.

Name:

Address:

Postcode:

Phone Number:

Email address:

Declaration

I agree to abide by these Terms and Conditions of this agreement:

Signed:

Date:

Name: (Capitals)

By submitting this application I acknowledge that I am personally liable for initial inspection charge of £80+vat then a minimum 12 payments at £12.99+vat **for 1 year** after which I can cancel by giving 30 days written notice to (info@highland-electrical.co.uk) at any time after the 12th payment.

Office use only

Received:

Agreement Number:

Commencement Date:

Initials:

Standing Order

Please set up your own standing order via your bank to the following account made payable on the 1st of each month.

Name of Account:

Highland Electrical Contractors

Sort Code: 23-69-72

Account Number: 25120134

Amount- £12.99+ vat (£15.58)

Please reference your payment as – HEE plan then your address

Your HEE Number

Please make a note of your HEE membership number here:

In an emergency please call:

01509 277479

Your Contact Details

Info@highland-electrical.co.uk