

# Guarantee of Work Scheme



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# Ensuring Installation Safety and Customer Satisfaction

**The aim of the Electrical Contractors' Association (ECA) is to ensure that electrical installation work is undertaken by qualified people to high standards of quality and safety and to terms which are equitable to the customer and installer:**

- All potential members are inspected and assessed to ensure that they operate sound business practices.
- The technical competence of potential members is inspected to ensure compliance with relevant national standards.
- Periodic technical assessment provides assurance that the work of members meeting the requirements of the industry's assessment scheme is in compliance with current standards, regulations and codes of practice.
- The ECA Code of Fair Trading registered with the Office of Fair Trading sets out comprehensive trading arrangements, which are fair to the customer. Copies of the code are available from members.
- The ECA Guarantee is effective for claims notified within 6 years of completion of work and is subject to a maximum limit of £50,000 or £100,000 for multiple contracts for the same customer in any one year
- An example of the Guarantee terms & conditions applicable to contracts entered into by ECA Members is shown opposite. Any questions concerning the terms & conditions of the ECA Guarantee must be directed to the Electrical Contractors' Association's Commercial Contracts and Legal Department. Please see contact details on the reverse of this document.

## ECA Guarantee of Work Scheme

- The cover of the ECA Guarantee of Work Scheme is provided at no additional cost to customers of ECA registered members - subject to the terms and conditions of the scheme - and supports the highest level of accountability and protection provided by any body representing or qualifying electrical installation companies.
- The Guarantee, guarantees to customers of ECA members that electrical installation work failing to comply with the relevant British Standards will be rectified. Products and materials selected by the member must conform to relevant Sale of Goods legislation.
- The Guarantee can be used to satisfy the requirements of Part P of the Building Regulations and TrustMark by referring to this document.

## Complimentary Facilities

In addition to the Guarantee the ECA also provides its' members with a complimentary insurance backed Bond. The details and conditions of the Bond are covered in a separate publication available on request.

The ECA Bond is a form of conditional performance bond and may not be suitable for all commercial contracts. Full performance bonds and other forms of surety bond can be provided when required by the Electrical Contractors' Insurance Company Ltd's Bond underwriting unit upon application.



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## The Electrical Contractors' Association

# Guarantee of Work Scheme

The Electrical Contractors' Association ("ECA") whose Head Office is at ESCA House, 34 Palace Court, London W2 4HY, **HEREBY GUARANTEES** the standard of work (as defined below) carried out and completed by its members for their customers within the territorial limits of the United Kingdom, the Channel Islands and the Isle of Man, to the following extent and subject to the following terms and conditions.

### EVIDENCE OF CONTRACT

1. There must be sufficient evidence to show clearly what the work consisted of, as contractually agreed between the ECA member and the customer. By "work" is meant all electrotechnical work done and materials supplied.

### LIMITATIONS

2. This guarantee does not apply to work of which the contract value at completion (defined below) is less than £250 or more than £50,000 inclusive of VAT, and the overall liability of the ECA is limited in value to £100,000 inclusive of VAT, per customer in any one calendar year. The guarantee ceases six years after completion.

### THE REQUIRED STANDARDS

3. All ECA members' work must meet the following standards such as are current at the time the work is done:
  - 3.1 The Regulations for Electrical Installations (BS7671) produced by the Institution of Engineering and Technology (formerly the IEE);
  - 3.2 Any other British Standards or British Standard Codes of Practice applicable to the work;

- 3.3 Any other national standards for specialist work recognised from time to time by the ECA;

- 3.4 All relevant statutory requirements or implied terms (including those relating to sale and supply of goods etc.) but it should be noted that materials, fittings or equipment specified by the customer rather than the ECA member are not guaranteed to be "fit for purpose", and that such items, if wholly supplied by the customer, are not guaranteed at all.

### HOW TO CLAIM and WHAT HAPPENS NEXT

4. Claims under this guarantee must be made in writing to the Membership Secretary of the ECA within six years of completion of the work in question. Claims made later than that will be disallowed.

**For the purposes of this guarantee "completion" or "completed" means the date when the work could be safely energised according to the above standards.**

5. When submitting a claim to the ECA the customer must confirm in writing the customer's acceptance of the terms and conditions of this guarantee. The customer must subsequently give all reasonable access and facility to the ECA's technical inspector to inspect, test and report on the allegedly defective work. Such inspection etc. is essential to a claim under this guarantee. The inspector will recommend what needs to be done to rectify the work, and his report and recommendation shall be final and binding, subject only to arbitration as detailed below.

6. The ECA shall be liable only to rectify to the quoted standards any defects in the work itself as notified and recommended by the inspector. Other than that, the ECA shall not be liable to remedy or meet the cost of any loss or damage allegedly caused by the member to the customer, but the ECA may, in its absolute discretion, agree to make good, to a reasonable extent, affected parts of the customer's property.

7. The ECA shall have the right to have any necessary rectification or remedial work done by any agent or by any of its members, including the one who originally did the work, unless the customer shows good reason for not readmitting that one to the customer's property.

### WHAT HAPPENS IN CASE OF DISPUTE

8. Should any dispute arise with regard to any aspect of this guarantee, or the work in question, or the ECA inspector's report and recommendation, then the dispute shall be referred to arbitration if so requested in writing by either party (ECA or customer). The arbitrator shall be one appointed by the President of the Institution of Engineering and Technology, to act in accordance with the Arbitration Acts 1959, 1976 and 1996. The arbitrator shall have power, if he thinks fit, to inspect the work himself, or engage another qualified person to do so and report to him, but he shall not be bound to hear technical evidence if he does not consider it necessary in any particular case. His award shall be final and binding upon both sides.

# Supporting the industry and safeguarding the customer

Since its foundation in 1901, membership of The Electrical Contractors' Association has implied high standards and qualities.

Today in terms of income and assets the Association is amongst the five best-resourced representative organisations in UK industry and commerce. It has over 2,900 member firms, which range from local employers with only a few operatives to national multi-service companies with many branches employing thousands - many operating worldwide.

They dominate their industry sector in the UK with a collective annual turnover in excess of £5 billion per annum.



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