

Guarantee of Work Scheme



Representing the best in electrical
engineering and building services

Ensuring Installation Safety and Customer Satisfaction

A key 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 Registered 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.
- Regular technical assessment provides assurance that the work of Registered Members meets the requirements of the industry's 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 Registered Members.
- The ECA Guarantee is effective for claims, which are notified within 6 years of completion of the work, and is subject to a maximum limit of either £50,000 or £100,000 for multiple contracts for the same customer in any one year.
- An example of the Guarantee's terms and conditions is shown opposite. Any questions concerning the Guarantee of Work Scheme must be directed to the ECA's Business Policy and Practice Department at the address which appears at the end of this document.

ECA Guarantee of Work Scheme

- The ECA Guarantee of Work Scheme, subject to its terms and conditions, is provided at no additional cost to the customers of ECA Registered Members. It offers the highest level of accountability and protection of any representative or qualifying body within the electrical installation Industry.
- The Scheme guarantees, to customers of the ECA Registered Members, that if electrical installation work fails to comply with the relevant British Standards, it will be rectified. Products and materials selected by the Member must conform to the relevant Sale of Goods legislation.
- By referring to this document, the Guarantee can be used to satisfy the requirements of Part P of the Building Regulations and TrustMark.

Complimentary Facilities

The ECA provides a number of 'guarantee' schemes; these are intended to assure customers of Registered Members that work will meet relevant standards. The Guarantee of Work scheme provides automatic cover to its advertised limit. Thereafter, for projects whose financial value exceeds the limit guaranteed by the Scheme, the Association can provide an insurance-backed Warranty. The Association also provides Registered Members with a complimentary insurance-backed bond. Customer's of Registered Members, who require the Bond and/or Warranty services, must ensure they request and retain, a countersigned copy of the applicable certificate.

The Bond and Warranty Schemes are particular to the Registered Member's own trading circumstances and may not suit every commercial contract.

The Association publishes the details of the Guarantee, Bond and Warranty in separate publications, which are available on request.

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, GUARANTEES the standard of electrotechnical work carried out and materials supplied only by its Registered Members ("ECA Members") for their customers in the United Kingdom, the Channel Islands and the Isle of Man, to the following extent and subject to the following terms and conditions.

DEFINITIONS

For the purposes of this document the following words shall have the following meanings.

Completion (or Completed) – the date the works are certified compliant with the applicable amendment of the BS 7671 or its successor.

Defect – work not in compliance with relevant standards as provided by Clause 3 of this Guarantee.

PRECONDITIONS

1. There must be sufficient evidence to show clearly the nature and extent of the contracted work. The expression "electrotechnical" means lighting and electrical wiring equipment, installations and all kinds of apparatus for the generation, transmission, utilisation or storage of electricity. For the purpose of this Guarantee, "renewables" includes "microgeneration". "Renewables" should thus be taken to mean apparatus specifically designed to generate electricity from natural environmental sources such as solar energy, wind, or biofuels, or which provides useful energy that significantly exceeds the required electrical input.

TERMS OF THE GUARANTEE

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

THE STANDARDS

3. All ECA Members' work must meet the following standards as 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 electrotechnical work recognised from time to time by the ECA, including the requirements of the Microgeneration Certification Scheme (MCS); Where the work includes renewables, the standard shall be to the minimum requirements of the MCS.

- 3.4 All applicable statutory requirements or implied terms (including those relating to sale and supply of goods and services etc.). 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, neither does the ECA guarantee the economic performance, over time, of renewables or energy-saving units or apparatus.

MAKING A CLAIM

4. Before making a claim under this guarantee, the customer should first take the matter up, in writing, with the installing contractor. If no satisfaction results, then the customer must claim in writing to the Membership Secretary of the ECA (*address below*) within six years of completion of the work in question and within a reasonable period of the defect' becoming known. Claims made later than that will be disallowed.
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.
 - 5.1 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.
 - 5.2 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 in Clause 8.

EXTENT OF RECTIFICATION UNDER THIS GUARANTEE

6. The ECA shall be liable only to rectify, to the standards stated above, 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 kind of loss or damage allegedly caused by the Member to the customer, including loss of use or profit. However, 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 Registered Members, including the one who originally did the work, unless the customer shows good reason for not readmitting them to the customer's property.
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 ECA and the customer agree that it shall first be referred to mediation by a suitable independent qualified mediator, jointly selected by them. If mediation does not result in satisfaction for the customer, then the dispute shall be referred to arbitration at the request of 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.

The ECA has some 3,000 Registered 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.



Representing the best in electrical engineering and building services

Electrical Contractors' Association
ESCA House, 34 Palace Court, London, W2 4HY
Tel 020 7313 4800 Fax 020 7221 7344
Email info@eca.co.uk www.eca.co.uk