

Terms & Conditions of Business

Highland Sparks Ltd | Version 1.2 | Effective from 14 September 2026

Important: These Terms apply to electrical services supplied by Highland Sparks Ltd. The Contract is governed by Scots law. Where the Client is a consumer, nothing in these Terms affects the Client's statutory rights.

1. Definitions and Application

1.1 In these Terms, **Contractor**, **we**, **us** and **our** mean Highland Sparks Ltd, a company registered in Scotland under company number SC714005, with correspondence address at 7 Pinewood Place, Tain, IV19 1NS. **Client**, **you** and **your** mean the person or business accepting the quotation. **Works** means the electrical services, goods and materials described in the quotation and any accepted variation.

1.2 These Terms, the quotation, agreed scope of works and any accepted written variation form the contract between the Contractor and the Client. They apply to domestic, landlord and business work unless a written contract expressly states otherwise.

1.3 If documents conflict, the order of priority is: (a) accepted written variation; (b) quotation or agreed scope; (c) these Terms; and (d) schedule of rates or other document, unless expressly stated otherwise.

2. Quotations and Scope of Works

2.1 Quotations are based on information reasonably available at the time of enquiry or inspection and on visible and accessible areas only. Unless stated otherwise, quotations remain open for acceptance for 30 days from issue.

2.2 The quotation covers only work, materials, testing, certification and assumptions expressly stated in it. It excludes work arising from concealed defects, pre-existing faults, deterioration, non-compliance, inaccessible areas, third-party work, hazardous materials or unforeseen conditions unless specifically included.

2.3 Estimated dates and durations are estimates only unless expressly stated to be fixed. The Contractor will use reasonable endeavours to meet agreed timescales.

3. Acceptance and Formation of Contract

3.1 A quotation may be accepted in writing, by email, text message, electronic acceptance, signed job documentation or verbally. The Contractor may ask the Client to confirm verbal acceptance in writing for record-keeping.

3.2 A contract is formed when the Contractor receives the Client's acceptance, or begins the Works at the Client's request, whichever occurs first. Acceptance confirms that the Client has received and agrees to these Terms.

3.3 The Contractor may withdraw a quotation before acceptance, correct an obvious pricing or clerical error, or decline to start work where required information, access, approvals or payment arrangements have not been provided.

4. Unforeseen Conditions and Variations

4.1 If additional work becomes necessary because of an unforeseen condition, hidden defect, pre-existing fault, safety issue, non-compliance or Client request, the Contractor will explain the issue and, where reasonably practicable, provide a written variation describing the work, the price or basis of charge, and any



effect on the programme.

4.2 No additional work will be undertaken without the Client's prior approval, which may be given by email, text message, electronic acceptance or another recorded method. Where a fixed price cannot reasonably be given in advance, the Contractor will explain the applicable hourly rate, material cost basis and other relevant charges before proceeding.

4.3 If the Contractor reasonably considers there is an immediate risk of electric shock, fire, serious property damage or other serious safety risk, the Contractor may carry out the minimum work reasonably necessary to make the installation safe without prior approval. The Contractor will notify the Client as soon as reasonably practicable and provide a record of the work and charges. Further work requires approval under clause 4.2.

4.4 An accepted variation forms part of the Contract and does not invalidate the original quotation.

5. Access, Site Conditions and Client Responsibilities

5.1 The Client must provide safe, clear and reasonable access to the work area at the agreed time, including access to consumer units, meters, relevant rooms, lofts, outbuildings and other areas reasonably required for the Works.

5.2 The Client must tell the Contractor about known hazards, asbestos or suspected asbestos, concealed services, alarms, pets, vulnerable occupants, access restrictions, landlord requirements and other conditions that could affect the Works.

5.3 The Client is responsible for moving or protecting valuable, fragile or personal items near the work area unless otherwise agreed in writing. The Contractor will take reasonable care but is not liable for loss or damage caused by the Client's failure to do so, except where caused by the Contractor's negligence.

5.4 If access is unavailable, conditions are unsafe, preparatory work is incomplete, or the Client or another contractor causes delay, the Contractor may reschedule the Works and charge reasonable additional costs notified to the Client.

5.5 The Contractor may stop work where it would be unsafe, unlawful or non-compliant to continue. Any resulting delay or additional work will be dealt with under clause 4.

6. Materials, Risk and Title

6.1 Materials supplied by the Contractor remain the Contractor's property until payment in full has been received for them. Risk in materials passes to the Client on delivery to site or incorporation into the Works, as applicable.

6.2 The Client must take reasonable care of materials delivered to site. Materials remain subject to availability. If a specified product becomes unavailable, the Contractor will discuss a suitable equivalent or alternative before supply where reasonably practicable.

6.3 The Contractor will not remove materials that have been incorporated into the property or where removal could cause damage, make an installation unsafe or otherwise be unlawful. The Contractor retains all other rights to recover sums due.

6.4 The Contractor is not responsible for quality, compatibility, performance, delay or warranty issues relating to Client-supplied goods, except to the extent caused by the Contractor's negligence or failure to exercise reasonable care and skill.

7. Call-Outs, Attendance and Abortive Visits



7.1 Call-out charges, minimum charges, hourly rates, travel charges, parking charges and any out-of-hours uplift will be stated in the quotation, booking confirmation, schedule of rates or otherwise confirmed before attendance.

7.2 Where attendance is requested for inspection, fault-finding, emergency work or a call-out, the Client must pay the agreed charge and time actually spent, even if no repair is completed.

7.3 If the Client cancels after the Contractor has travelled to site, fails to provide agreed access, or work cannot proceed for reasons outside the Contractor's reasonable control, the agreed call-out charge and reasonable time costs remain payable.

8. Prices, Invoices and Payment

8.1 Prices will state whether VAT is included. Where VAT is chargeable, it will be charged at the applicable rate. Highland Sparks Ltd's VAT registration number is 443405712.

8.2 Unless the quotation states otherwise, invoices are payable within 21 calendar days of the invoice date. The Contractor may require a deposit, stage payment, interim payment or payment before ordering special-order or job-specific materials where stated in the quotation. Payment for job-specific materials is also dealt with under clause 9.5.

8.3 **Consumer Clients:** If a consumer invoice remains unpaid after its due date, the Contractor may charge interest at 8% per annum above the Bank of England base rate, calculated daily from the due date until payment is received in full, provided the charge is lawful and fair in the circumstances.

8.4 **Business Clients:** If a business invoice remains unpaid after its due date, the Contractor may charge interest and claim reasonable debt-recovery compensation under the Late Payment of Commercial Debts (Interest) Act 1998, as amended, where applicable. Statutory interest is 8% per annum above the Bank of England base rate.

8.5 Charging interest or suspending work does not prevent the Contractor from using any other lawful method to recover sums due. The Contractor may, on reasonable notice, suspend non-emergency work, delay procurement or decline to schedule further work while an overdue undisputed invoice remains unpaid.

8.6 If the Client disputes an invoice, they must tell the Contractor promptly in writing, identifying the amount disputed and reasons. The Client must pay any undisputed balance by the due date.

9. Cancellation and Consumer Cancellation Rights

9.1 Where the Client is a consumer, nothing in this clause affects statutory cancellation rights. Where a contract is made at a distance or away from the Contractor's business premises within the meaning of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the Client may have a statutory right to cancel within 14 days, subject to applicable exceptions. The Contractor will provide the required cancellation information and form where applicable.

9.2 If the Client asks the Contractor to start services during an applicable 14-day cancellation period, the Client must make an express request on a durable medium (including email or electronic acceptance). If the Client later cancels, they may be required to pay a proportionate amount for services supplied up to cancellation and for applicable goods or materials supplied, to the extent permitted by law.

9.3 If the Client expressly requests the services to be fully performed during an applicable cancellation period, and the Client acknowledges in writing that the right to cancel will be lost once the services are fully performed, the Client's right to cancel is lost on full performance to the extent permitted by law. Where an emergency call-out is likely to be completed in a single visit, the Contractor will use the acknowledgement form attached to these Terms to obtain both the early-start request and the full-performance



acknowledgement before starting work.

9.4 After any applicable statutory cancellation period, the Client may cancel by written notice. The Contractor may charge only reasonable costs and losses directly arising from cancellation, including work completed, materials specifically ordered or purchased that cannot reasonably be returned or reused, and reasonably foreseeable unrecoverable labour or booked time.

9.5 **Job-specific materials.** Where the Contractor orders or purchases materials specifically for the Client's job — including items that are non-stock, made to order, cut to size, specified by the Client, ordered against the Client's quotation, or which cannot reasonably be returned to the supplier for full credit or re-used on other work — the cost of those materials, together with any restocking charges, non-refundable supplier deposits and reasonable handling costs, is payable by the Client regardless of any cancellation or cooling-off period and regardless of whether the Works have started. Where reasonably practicable the Contractor will identify job-specific materials in the quotation or before ordering. Once payment for such materials has been received in full, the Client may collect them or ask the Contractor to arrange delivery at the Client's reasonable cost. This clause does not limit any statutory right of a consumer.

10. Compliance, Testing and Certification

10.1 The Contractor will carry out the agreed Works with reasonable care and skill and, where applicable, in accordance with BS 7671, the Building (Scotland) Regulations 2004 and Scottish Building Standards technical handbooks, applicable Scottish electrical-safety requirements and other statutory requirements.

10.2 Inspection, testing, certification and notification are limited to the scope described in the quotation unless otherwise agreed in writing. Existing defects, limitations or departures identified during inspection or testing may be recorded in relevant documentation.

10.3 The Contractor will issue certificates and reports required by law or necessary for electrical safety and compliance within a reasonable time following completion and testing. Where permitted by law, non-statutory reports, warranties, duplicate copies and handover documentation may be withheld until due sums are paid; statutory or safety-critical documentation will not be withheld.

10.4 The Contractor is not responsible for obtaining permissions, landlord approvals, planning permission, building warrants, building-standards approvals or third-party approvals unless the quotation expressly states that this is included.

11. Workmanship and Product Warranties

11.1 The Contractor warrants that services will be performed with reasonable care and skill.

11.2 Unless a longer period is stated in the quotation, the Contractor will rectify defects in workmanship reported in writing within 12 months of practical completion, provided the Client gives the Contractor a reasonable opportunity to inspect and, where appropriate, rectify the issue.

11.3 This workmanship commitment does not cover fair wear and tear, accidental damage, misuse, lack of maintenance, alterations or repairs by others, defects in existing installations, third-party work, or defects in materials not supplied by the Contractor.

11.4 Manufacturer warranties apply to goods and materials only in accordance with the relevant manufacturer's terms. The Contractor does not provide a warranty beyond those terms unless expressly stated in writing.

11.5 This clause does not limit any statutory rights of a consumer.

12. Complaints and Rectification



12.1 If the Client is dissatisfied with any aspect of the Works, they should notify the Contractor in writing as soon as reasonably practicable and provide enough detail for the issue to be investigated.

12.2 The Client must give the Contractor a reasonable opportunity to inspect and, where appropriate, remedy any defect before instructing another contractor, except in an emergency or where it would be unreasonable to do so. This does not affect statutory rights.

13. Delays Outside the Contractor's Control

13.1 The Contractor is not responsible for delay caused by matters outside its reasonable control, including material shortages, supplier delay, adverse weather, utility-network issues, hidden defects, lack of access, Client delay, third-party contractors or statutory authority requirements.

13.2 Where such a delay occurs, the Contractor will notify the Client where reasonably practicable and agree a revised programme where necessary.

14. Liability and Statutory Rights

14.1 Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or a consumer's statutory rights under the Consumer Rights Act 2015.

14.2 The Contractor is not responsible for faults, defects, damage, non-compliance or performance issues that existed before the Works, are outside the agreed scope, arise from concealed conditions, defective Client-supplied materials, interference by others, misuse, lack of maintenance, power-supply issues or work by another person, except to the extent caused by the Contractor's breach of contract, negligence or failure to exercise reasonable care and skill.

14.3 Subject to clause 14.1, and only where the Client contracts in the course of a business or as a business Client, the Contractor is not liable for indirect or consequential loss, loss of profit, loss of business, loss of rent, loss of use or loss arising from the Client's failure to act on safety advice, recommendations or limitations recorded by the Contractor. Nothing in this clause 14.3 applies to a consumer, and consumer liability is dealt with under clauses 14.1 and 14.4.

14.4 For consumers, the Contractor's liability is for foreseeable loss and damage caused by the Contractor's breach of contract or negligence. Nothing in these Terms restricts a consumer's rights under the Consumer Rights Act 2015 to have services performed with reasonable care and skill, to repeat performance or a price reduction where those rights apply, or any other remedy available at law.

15. Data Protection

15.1 The Contractor is the data controller for personal information provided by the Client and will process it in accordance with the UK General Data Protection Regulation, the Data Protection Act 2018 and other applicable data-protection legislation.

15.2 The Contractor processes personal information for the following purposes: preparing quotations, administering and performing the Contract, arranging site visits, invoicing and payment collection, issuing certificates and complying with statutory record-keeping obligations, dealing with complaints and warranty claims, and legitimate business administration. Lawful bases include performance of a contract, compliance with legal obligations, and the Contractor's legitimate interests in running the business.

15.3 The Contractor keeps personal information for as long as reasonably necessary for those purposes and to meet statutory retention periods, including tax, VAT, electrical-safety-certification and prescriptive-period requirements. The Client has rights of access, rectification, erasure (where applicable), restriction and

objection, subject to legal exceptions, and may complain to the Information Commissioner's Office. A full privacy notice is available on request or on the Contractor's website.

16. Prescription and Notification of Claims

16.1 The parties acknowledge that obligations under this Contract are subject to the Prescription and Limitation (Scotland) Act 1973, as amended.

16.2 The Client must notify the Contractor in writing of any claim or alleged defect as soon as reasonably practicable after it is discovered, and in any event within the applicable prescriptive period, to give the Contractor a fair opportunity to investigate and, where appropriate, remedy the issue. Nothing in this clause affects any statutory right of a consumer or the operation of the 1973 Act.

17. General

17.1 The quotation, accepted variations, these Terms and documents expressly incorporated into them form the entire agreement between the parties in relation to the Works. Nothing in this clause excludes liability for fraud or fraudulent misrepresentation.

17.2 If any provision is invalid, unlawful or unenforceable, it will be treated as deleted to the minimum extent necessary and the remaining provisions will continue in effect.

17.3 A waiver of any right must be in writing and applies only to the specific circumstance for which it is given.

18. Governing Law and Jurisdiction

18.1 These Terms and any dispute or claim arising from or connected with them, whether contractual or non-contractual, are governed by Scots law.

18.2 Where the Client is a consumer, the Client may bring proceedings in any court that has jurisdiction under applicable law. Where the Client acts in the course of business, the Scottish courts have exclusive jurisdiction.



Consumer Early-Start and Full-Performance Acknowledgement

Use only where a consumer contract has a statutory cancellation period under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and the customer asks Highland Sparks Ltd to begin or complete the work before that period ends.

Client name: _____

Property / work address: _____

Quotation / job reference: _____

Section A — Early-start request (tick to select)

☐ I expressly request Highland Sparks Ltd to **begin** the agreed services before the end of my applicable 14-day cancellation period. I understand that if I cancel after work has started, I may be required to pay a proportionate amount for services provided up to cancellation and for applicable goods or materials supplied, to the extent permitted by law.

Section B — Full-performance acknowledgement (tick if applicable, e.g. same-visit emergency work)

☐ I expressly request Highland Sparks Ltd to **fully perform** the agreed services during my cancellation period, and I acknowledge that once the services are fully performed I will lose my right to cancel, to the extent permitted by law.

Section C — Job-specific materials acknowledgement (tick if the Contractor is ordering materials specifically for this job)

☐ I acknowledge that Highland Sparks Ltd will order materials specifically for my job. I agree that the cost of those materials, together with any restocking charges, non-refundable supplier deposits and reasonable handling costs, is payable by me regardless of any cancellation or cooling-off period and regardless of whether the Works have started, in accordance with clause 9.5 of the Terms & Conditions of Business.

Client signature: _____

Print name: _____

Date: _____

For electronic acceptance, the Client may confirm by email, message or electronic signature. Suggested wording: "I expressly request Highland Sparks Ltd to begin work before the end of my applicable cancellation period, and (where applicable) to fully perform the services during that period, and I acknowledge the payment and cancellation consequences set out in the Terms & Conditions of Business version 1.2."