



## ELECTRICAL CARE PLAN AGREEMENT

Smiley Electrical Ltd  
54 Allandale  
Hemel Hempstead  
Hertfordshire  
HP2 5AT

Company Registration Number: 11922359  
VAT Number: 384181680

### 1. PARTIES – Who we are and who you are

This agreement is between:

Smiley Electrical Ltd (“we”, “us” or “the Provider”), and

You, the person named at the service address provided when you sign up (“you” or “the Customer”).

### 2. WHAT THIS AGREEMENT IS FOR

This agreement sets out the terms of an Electrical Care Plan.

The plan provides help with certain electrical faults at your home, subject to:

- The plan you choose
- The limits and exclusions explained in this agreement
- The condition and safety of your electrical installation

This plan is not an insurance policy.

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### 3. DEFINITIONS (PLAIN ENGLISH GUIDE)

#### Call-out

A visit by one of our electricians to investigate and, where covered, repair an electrical fault.

**Pre-existing fault**

A fault or defect that existed before your plan started, whether or not it was visible at the inspection.

**Visual inspection**

A non-invasive inspection where we look at accessible electrical components only. We do not remove covers, test circuits, or inspect hidden wiring.

**Visual inspection record**

A written document issued following the visual inspection, recording the visible condition of the electrical installation at the start of the plan.

**RCD (Residual Current Device)**

A safety device that automatically switches off electricity if a dangerous fault is detected.

**BS 7671**

The UK Wiring Regulations, which set national safety standards for electrical installations.

**P1 emergency**

A fault that presents an immediate risk to safety, such as exposed live parts or severe overheating.

**P2 fault**

A non-urgent fault that does not present an immediate risk to safety.

**Fair and reasonable use**

Use of the plan in a way that is consistent with a normal domestic household. This does not include misuse, deliberate damage, or repeated call-outs for the same unresolved underlying issue.

## 4. PRE-SIGN-UP VISUAL INSPECTION

4.1 Before we accept you onto the plan, we will carry out a visual inspection of the property.

4.2 The inspection is carried out to:

- Identify visible safety concerns
- Confirm whether the property is suitable for the plan



- Identify obvious pre-existing faults

4.3 The inspection is visual only. We do not:

- Remove electrical covers
- Carry out electrical testing
- Inspect concealed wiring

4.4 We may refuse cover or require remedial work (charged separately) before accepting you onto the plan.

4.5 Any fault that existed before the plan start date is a pre-existing fault and is not covered by this agreement.

4.6 Visual Inspection Record

Following the visual inspection, we will issue a written visual inspection record.

The visual inspection record will:

- Record the visible condition of the electrical installation at the time of inspection
- Note any visible defects or safety concerns identified
- Confirm whether the property is accepted onto the Electrical Care Plan
- Record any comments or disagreements raised by you at the time of inspection

The visual inspection record will be signed by both you and us.  
You will be given a copy of the signed record.

Once signed, the visual inspection record forms part of this agreement and will be used as evidence of the condition of the installation at the start of the plan.

## 5. WHEN THIS AGREEMENT STARTS AND HOW LONG IT LASTS

5.1 This agreement starts once the visual inspection is completed, the visual inspection record is signed, and we confirm acceptance onto the plan.

5.2 The agreement runs for an initial fixed term of twelve (12) months.



5.3 At the end of each 12-month term, the agreement will automatically renew for a further 12-month term unless either you or we give at least thirty (30) days' written notice before the end of the current term.

5.4 We will send you a reminder at least 30 days before each renewal, explaining the renewal date, price for the next term, and how to cancel.

## 6. PLANS, PRICES AND PAYMENT

### 6.1 Available plans

#### **Basic Electrical Care Plan**

Price: £9.99 per month plus VAT

Includes up to two (2) electrical call-outs per contract year.

Additional call-outs are charged at £50 plus VAT per visit.

#### **Premium Electrical Care Plan**

Price: £14.99 per month plus VAT

Includes unlimited electrical call-outs, subject to fair and reasonable use.

### 6.2 Payment terms

Payments are collected monthly in advance by Direct Debit.

Cancelling your Direct Debit instruction does not cancel this agreement.

## 7. WHAT IS INCLUDED

Subject to your selected plan and fair and reasonable use, the plan includes:

- Emergency electrical faults within the home
- Tripping electrical circuits
- Electrical damage caused by water or overheating
- Accidental damage to switches and sockets (white plastic replacements only)
- External lighting fixed to and forming part of the main building only



- A 5% discount on new electrical installation work carried out by us

Response times:

- P1 emergencies: attended within 24 hours
- P2 faults: attended within five (5) working days

## 8. WHAT IS NOT INCLUDED (EXCLUSIONS)

The plan does not cover:

- Pre-existing faults, as recorded in the visual inspection record
- Electrical appliances (including cookers, ovens, and white goods)
- Electric showers
- Electric vehicle (EV) chargers
- Detached outbuildings or separate cable runs
- External lighting not attached to the main building
- Faults caused by unsafe, non-professional, or non-compliant work
- Call-outs where no electrical fault is found

If no fault is found during a visit, we will explain our findings before any charge applies.

## 9. SAFETY STANDARDS AND NON-COMPLIANCE

9.1 All electrical circuits must be protected by RCDs in accordance with BS 7671, where reasonably practicable.

9.2 If parts of your installation do not meet modern safety standards, we may:

- Refuse cover for those parts, or
- Make the situation safe but charge separately for permanent repairs

9.3 We are not responsible for faults arising from:

- Unsafe or obsolete installations
- Inadequate earthing or bonding
- Outdated wiring systems
- Uncertified or non-compliant alterations



These requirements exist to protect both you and our electricians.

## 10. PRICE CHANGES

10.1 We may change the price at renewal.

10.2 We will give you at least thirty (30) days' written notice of any price increase before the start of a new 12-month term.

10.3 If you do not agree to the new price, you may cancel before the renewal date without penalty.

## 11. CANCELLATION RIGHTS AND EASY EXIT

11.1 Cooling-off period

If you entered into this agreement at a distance or off-premises, you have the right to cancel within fourteen (14) days without penalty.

11.2 Cancelling during a 12-month term

You may cancel during a current 12-month term, but payments remain due until the end of that term unless we agree otherwise in writing.

11.3 Early cancellation in special circumstances

If you sell the property, move permanently into care, or face other serious circumstances, contact us.

We will consider ending the plan early and may charge a fair amount to cover costs already incurred, but not for services not provided.

11.4 How to cancel

You can cancel by email, via our website form (if available), or by letter.



We will not require you to phone us to cancel.

## **12. SALE OR CHANGE OF OWNERSHIP OF THE PROPERTY**

12.1 If you sell the property or permanently move out of it, this agreement will automatically end on the date you complete the sale or permanently vacate the property.

12.2 This agreement does not transfer automatically to any new owner or occupier of the property.

12.3 We may, at our discretion, offer the new owner or occupier the opportunity to enter into a new Electrical Care Plan. Any continuation of cover will only take place if the new owner or occupier actively agrees to it and, where required, a new visual inspection is completed.

12.4 You must tell us as soon as reasonably possible if you sell the property or permanently move out.

## **13. LIMITATION OF LIABILITY**

### **14. MAKING GOOD AND ACCESS WORKS**

14.1 Some electrical faults or repairs may require access to concealed wiring, including chasing into walls, lifting floors, or making holes in ceilings or other building surfaces.

14.2 Where such access is necessary to investigate, make safe, or repair an electrical fault, we are not responsible for reinstating, repairing, redecorating, or making good any disturbed surfaces, finishes, or structures. This includes, but is not limited to, plaster, paint, wallpaper, tiles, flooring, ceilings, boxing, or decorative finishes.

14.3 Any making good, redecoration, or cosmetic repair work required as a result of access works is the responsibility of the Customer and is not included within the Electrical Care Plan.

14.4 We will take reasonable care to minimise damage where practicable, but no liability is accepted for unavoidable disturbance caused by necessary access to electrical installations.

14.5 If requested, we may be able to recommend third-party contractors for making good works, but any such arrangements are outside the scope of this agreement.



You must give us safe and reasonable access to the property so we can provide services under this agreement.

## 16. COMPLAINTS AND ESCALATION

15.1 If you are unhappy with our service, please contact us first so that we have the opportunity to put things right.

15.2 We will acknowledge your complaint and aim to provide a full written response within fourteen (14) days of receiving it.

15.3 If we are unable to resolve the complaint between us, you may be able to use an independent Alternative Dispute Resolution (ADR) provider. ADR is a way of resolving disputes without going to court.

15.4 We are willing to consider using the following ADR provider where appropriate:

The Dispute Resolution Ombudsman (DRO)

Website: [www.disputeresolutionombudsman.org](http://www.disputeresolutionombudsman.org)

15.5 You can also contact the Citizens Advice Consumer Service for free, independent advice. They can pass complaints to Trading Standards where appropriate.

15.6 Court action should be a last resort after other options have been considered.

## 17. GOVERNING LAW

This agreement is governed by the laws of England and Wales.

## 18. ENTIRE AGREEMENT

This document forms the entire agreement between you and us.



No other statements or promises apply unless they are written in this agreement.

SIGNATURES

For Smiley Electrical Ltd:

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Customer:

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

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## CANCELLATION FORM

To:

Smiley Electrical Ltd

54 Allandale, Hemel Hempstead, Hertfordshire, HP2 5AT

Email: [insert email address]

I am giving notice that I wish to cancel my Electrical Care Plan Agreement.

- I am cancelling within the 14-day cooling-off period
- I am giving notice to prevent renewal at the end of the current 12-month term
- I am requesting early cancellation due to special circumstances (please specify):

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Customer name: \_\_\_\_\_

Service address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Important:

If this notice is given at least 30 days before the end of a 12-month term, the agreement will not renew.

Cancellation during a term may still require payment until the end of that term unless we agree otherwise in writing.



## UPDATED SALES SCRIPT (AUTO-RENEWAL DISCLOSURE)

“This Electrical Care Plan runs for a **12-month term**. At the end of each 12-month term, it **automatically renews for another year** unless you give us **at least 30 days’ notice** before the renewal date.

We offer a **Basic Plan** at £9.99 plus VAT per month (up to two call-outs per year, £50 plus VAT thereafter) and a **Premium Plan** at £14.99 plus VAT per month (unlimited call-outs, fair use applies).

We carry out a **visual inspection before cover starts**, and all circuits must meet safety requirements.

Payment is by **monthly Direct Debit**.

You have a **14-day cooling-off period**. We will send you a **renewal reminder before each annual renewal**, and you can cancel by email, online, or in writing. I’ll send you the full agreement and cancellation details.”



## WEBSITE SIGN-UP – AUTO-RENEWAL DISCLOSURE

### Electrical Care Plan – Key Information

- Initial term: **12 months**
- Renews: **Automatically every 12 months**
- Notice required to stop renewal: **At least 30 days before renewal**
- Payment: **Monthly Direct Debit**
- Renewal reminder: **Sent before each annual renewal**

I understand this plan **renews automatically every 12 months** unless I cancel with at least 30 days' notice

I agree to the Electrical Care Plan Agreement

I understand I have a **14-day cooling-off period**



## **DIRECT DEBIT CONFIRMATION WORDING**

Your Electrical Care Plan runs for a **12-month term** and will **automatically renew for further 12-month terms** unless you give us **at least 30 days' notice before the renewal date**.

Payments are collected **monthly by Direct Debit**.

We will send you a **renewal reminder before each annual renewal**, including details of the price and how to cancel.

You can cancel by email, via our website (if available), or in writing.

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