

# Guarantee of Work Scheme

The Electrical Contractors' Association ("ECA") whose Registered is at ECA Court, 24-26 South Park, Sevenoaks, Kent TN13 1DU 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 on which the works are certified compliant with the Standards. 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.

## 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 (BS 7671) produced by the Institution of Engineering and Technology (formerly the IEE);  
3.2 Approved Document P ("Part P") and/or Regulations 4 and 7 of the Building Regulations 2000 (as amended).  
3.3 Any other British Standards or British Standard Codes of Practice applicable to the work;  
3.4 Any other national standards or specialist electrotechnical work recognised from time to time by the ECA (including without limitation) for : Fire BS 5839, Emergency Lighting BS 5266, Intruder Alarms BS 8243 and PD 6662, Access Controls BS EN 60839-11-1 and BSEN 50133-7, CCTV BS EN 62676-1-1 and BS 50132-7 or any amendments thereto.  
3.5 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 Customer Services Manager of the ECA (address as above) 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, or their chosen representative, 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.

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Information presented is  
accurate at time of printing.