TERMS AND CONDITIONS

De Elektroloog | Best | Electrical installations, renovation and inspection

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Article 1 — Definitions

1.1 De Elektroloog (Contractor)
The business trading as De Elektroloog, which performs electrical work and supplies materials, installations and equipment, based in Best and registered with the Dutch Chamber of Commerce under number 42196268.

1.2 Client
Any natural or legal person who enters into an agreement with, or commissions work from, De Elektroloog.

1.3 Consumer
A natural person acting for purposes outside their trade, business or profession.

1.4 Business Client
A natural or legal person acting in the course of a trade or business.

1.5 Agreement
The arrangements between De Elektroloog and the Client regarding the supply of materials, performance of work and any additional services.

1.6 Quotation
A written or digital proposal describing the nature and scope of the work, its price or pricing method, and any additional arrangements.

1.7 Work
All agreed electrical services, including installation, renovation, maintenance, extensions, fault diagnosis, inspection, testing and repairs, as further described in Article 2.

1.8 Additional Work
Additional or modified work outside the original assignment which may require extra labour, materials or other costs.

1.9 Completion and Handover
The moment when De Elektroloog presents the agreed work to the Client as ready for inspection or acceptance, in accordance with Article 10.

1.10 Installation Warranty
The additional two (2)-year warranty provided by De Elektroloog for the proper execution of its installation work, as described in Article 6.

1.11 Fixed Price
An amount agreed in advance for specified work and supplies, subject to legally agreed changes or statutory exceptions.

1.12 Estimated Price
A price indication given in advance from which the final charge may differ within the limits of applicable law.

1.13 Time and Materials
A method of invoicing based on actual labour hours, materials used and agreed ancillary costs.

1.14 In Writing
Communication that can demonstrably be recorded and retained, including letters, email, WhatsApp and other agreed digital means, unless the law requires a particular form.

1.15 Third Parties
Persons or businesses other than the Client or De Elektroloog, including subcontractors, suppliers, other installers and other parties involved.

1.16 Terms and Conditions
This document, setting out the general rights, obligations and arrangements between De Elektroloog and its Clients.

Article 2 — Scope of Work

2.1 Nature of the Work

De Elektroloog specialises in installing, maintaining, modifying, extending, inspecting and repairing electrical installations in homes and commercial buildings. Services include: electrical installations (new work, renovation, extensions and replacement); consumer units and distribution boards (installation, replacement, expansion and modification of distribution and protective devices); cabling and connection points (conduits, cables, wiring, sockets and switches); indoor and outdoor lighting, dimmers and controls; AC electric-vehicle charging stations, including load balancing where applicable; fault tracing and repairs; visual inspections, electrical measurements, checks and, where expressly agreed, inspections or tests to applicable standards; and associated electrical equipment, controls and connections within De Elektroloog's expertise.

2.2 Scope of the Assignment

The precise nature, extent and execution of the Work are determined by the quotation, order confirmation or other demonstrable arrangements. Work not expressly agreed is not automatically included. Article 5 applies to additional work and unforeseen circumstances.

2.3 Limits of Services

De Elektroloog performs only work for which it has the necessary expertise, resources and any legally required authorisations. Sealed installation components, or components accessible only to the network operator, will not be worked on without the required permission or authority. Work outside its competence or service offering may be refused or, in consultation with the Client, assigned to a suitable third party.

2.4 Refusal and Suspension

De Elektroloog may refuse an assignment or temporarily interrupt it for a reasonable and substantial cause, including an immediately unsafe or technically irresponsible situation; lack of necessary authority, expertise or safety arrangements; conflict with applicable laws or safety rules; insufficient or unsafe access; or threats, intimidation, aggression or other serious misconduct towards staff or engaged third parties. The Client will be informed of the reason as soon as possible and, where reasonably possible, a suitable solution will be discussed. Financial and contractual consequences are governed by the arrangements made and applicable law.

2.5 Careful and Safe Performance

Work is performed carefully and competently in compliance with applicable laws, relevant technical standards and manufacturers' installation instructions. Inspections, measurements and handover checks are proportionate to the agreed work. A visual inspection or limited check is not a full installation inspection unless expressly agreed and the necessary procedures have been completed.

Article 3 — Rates and Costs

3.1 Determining Rates

Rates are agreed with the Client in advance and, where applicable, recorded in a quotation, order confirmation or other written pricing arrangement. Rates may vary with the nature, scope, complexity and circumstances of the Work. All prices communicated to private consumers include VAT unless the quotation is clearly intended exclusively for business customers.

3.2 Labour Rates and Staffing

Work may be carried out by one or more staff members, including an electrician and an assistant. An individual hourly rate or a combined team rate may be agreed. Under a team rate, the agreed amount is charged per team-hour worked, irrespective of the internal allocation of labour costs. Any additional staffing outside the original pricing arrangement and its price consequences will be discussed in advance.

3.3 Calculation of Labour Hours

For time-and-materials work, actual time spent on necessary and agreed activities is charged. Depending on the assignment, this may include preparation and planning; electrical installation work; technical consultations and necessary customer communication; ordering or collecting materials; transport and logistics; configuration, checks and electrical measurements; testing, handover and explanation of the installation. Activities already included in a fixed price or separately charged item will not be charged again as labour hours.

3.4 Call-out Charges and Travel Time

Call-out charges are calculated as: $K = 50 \times \sqrt{t} + 0.3 \times k$, where K is the total call-out charge in euros; t is total travel time in hours (outward and return); and k is total kilometres driven (outward and return).

3.5 Materials and Components

Required materials, parts and installation supplies are included in the quotation or charged under agreed pricing terms. Sale prices may include purchasing, transport, stock management, processing, warranty handling and a commercial mark-up. For time-and-materials work, materials actually used are itemised wherever reasonably possible.

3.6 Sundries and Consumables

A separate materials charge or previously agreed allowance may apply to fixings, connectors, screws, plugs, insulation and other installation accessories.

3.7 Fixed Prices, Estimates and Time and Materials

Depending on the assignment, the parties may agree a fixed price for defined work, an estimated price subject to applicable statutory rules, or time-and-materials invoicing based on actual hours, materials and agreed ancillary charges. The applicable pricing method will be communicated in advance.

3.8 Additional Work and Costs

Work, materials or costs outside the original assignment are handled under Article 5. Additional charges are discussed beforehand and invoiced only insofar as agreed or legally payable.

3.9 Itemisation and Transparency

Time-and-materials invoices clearly specify labour, materials and ancillary costs. For fixed-price work, the agreed price is invoiced, together with separately agreed additional work and charges.

3.10 Statutory Rights

Nothing in this Article affects the Client's statutory rights or De Elektroloog's legal obligations.

Article 4 — Quotations and Scheduling

4.1 Assessment and Site Survey

Before commencing, De Elektroloog assesses the nature and scope of the assignment as far as necessary and reasonably possible. This may be done on site, by telephone, digitally or using information supplied by the Client, to establish the required work, materials, expected duration and technical particulars.

4.2 Quotations and Estimates

Where applicable, a written quotation or estimate is issued on the basis of available information. As relevant, it includes the work description, materials and installation components, anticipated hours or labour costs, total price or estimate, ancillary costs such as transport, technical assumptions, arrangements, quotation validity and scheduling, payment and handover terms. Simplified pricing may be agreed for small jobs or fault call-outs, provided the Client receives sufficient advance clarity about the costs or their calculation.

4.3 Pricing Arrangements

The quotation states whether the assignment is for a fixed contract sum, estimated price or actual time and materials. For time-and-materials work, agreed rates and work actually carried out form the basis of invoicing. Price changes, estimate overruns and additional work are handled under the agreements, Article 5 and applicable law.

4.4 Formation of the Agreement

An agreement arises when the Client accepts the quotation or estimate in writing or when the parties otherwise demonstrably agree on the assignment. Acceptance by email or WhatsApp may constitute written confirmation. These Terms and Conditions are made available to the Client before or when the agreement is concluded.

4.5 Scheduling and Working Hours

Work dates are agreed in consultation with the Client, considering the nature of the work, material availability and other projects. Work is generally performed during normal business hours; early mornings, evenings or weekends may be agreed. Any different out-of-hours rates are agreed in advance.

4.6 Duration and Completion Date

De Elektroloog aims to complete the Work within the agreed schedule. Stated durations and anticipated completion dates are indicative unless an expressly binding deadline has been agreed. Actual or expected delays and their implications are communicated promptly, without prejudice to the Client's statutory rights.

4.7 Schedule Changes

The schedule may be changed by agreement because of unforeseen technical or structural conditions, necessary additional work, delayed deliveries, inadequate access, delays caused by other parties, unsafe conditions, illness or other staffing constraints. De Elektroloog discusses necessary changes in good time and seeks a suitable alternative schedule.

4.8 Cancellation or Rescheduling

The Client is asked to report cancellation or rescheduling as soon as possible. Charges are imposed only if lawfully agreed in advance or legally payable. Article 12 and applicable law govern further cancellation arrangements.

4.9 Statutory Rights

The Client's statutory rights and De Elektroloog's legal obligations remain unaffected.

Article 5 — Additional Work and Unforeseen Circumstances

5.1 Definition

Additional Work comprises work added to or changed from the original assignment that requires extra labour, materials or costs.

5.2 Unforeseen Circumstances

Conditions not reasonably discoverable during the initial assessment may emerge, including hidden, damaged or defective wiring and connections; absent or inadequate earthing and bonding; unsafe or obsolete existing components; undocumented or unusual cable routes; unexpected structural obstacles such as reinforcement or difficult construction; inadequate space or connection capacity in existing boards; and differences between actual conditions and information supplied beforehand.

5.3 Notification and Consent

If additional work becomes necessary or advisable, De Elektroloog promptly explains the reason, proposed work, expected extra costs or their calculation, and scheduling implications. As a rule, additional work is performed only after the Client's prior approval, preferably documented by email, WhatsApp or a supplementary quotation.

5.4 Calculation of Extra Costs

Agreed additional work is charged at a previously agreed fixed price or the agreed rates for labour, materials and ancillary costs. Where precise costs cannot be determined beforehand, a realistic estimate is provided and arrangements are made for possible overruns.

5.5 Safety and Necessary Interruption

If a dangerous or defective situation is discovered, De Elektroloog may interrupt affected work where continuation would be irresponsible and will inform the Client promptly. Reasonably necessary and permitted measures may be taken to limit immediate danger. Further repairs are discussed and require approval, except where immediate action is necessary and justified.

5.6 Scheduling Consequences

Additional work, unexpected technical problems and necessary safety measures may affect the schedule. The Client will be informed promptly and a revised timetable agreed where necessary.

5.7 Refusal of Additional Work

If the Client does not approve proposed additional work, it will not be performed. If the original work consequently cannot safely or responsibly continue, the parties discuss modification, partial handover or termination of the affected work. Settlement follows the arrangements and applicable law.

5.8 Existing Installations

Defects in existing components outside the agreed scope are not automatically repaired. De Elektroloog reports discovered defects and relevant safety risks. Repair is agreed separately unless responsibility already arises under the agreement or law.

5.9 Statutory Rights

The Client's statutory rights and De Elektroloog's legal obligations remain unaffected.

Article 6 — Warranty and Quality

6.1 Warranty

De Elektroloog provides an additional warranty for two (2) years following handover covering the proper performance of electrical installation work carried out by De Elektroloog.

6.2 Scope

The warranty covers defects caused by errors in installation, connection, cabling, fixing, protection, configuration or other agreed installation work performed by De Elektroloog.

6.3 Free Remedy

Where a defect is covered, De Elektroloog will remedy it free of charge within a reasonable period, including the necessary labour, call-out costs, repair materials and checks directly required to correct that installation defect.

6.4 Products and Equipment

The additional installation warranty concerns workmanship and is not a separate guarantee of the internal operation or lifespan of supplied equipment. Statutory product warranty rights and any applicable manufacturers' warranties remain fully effective.

6.5 Existing Installations

The additional warranty does not cover existing components on which De Elektroloog did no work, unless the defect was caused by its work or otherwise falls within its statutory responsibility.

6.6 Misuse and External Causes

Damage or defects demonstrably caused by misuse, external influences, mechanical damage, improper maintenance or modifications outside De Elektroloog's responsibility are excluded from the additional warranty to the extent those circumstances caused the defect.

Examples of Covered Installation Defects

Poor connections: loose splice or terminal; incorrect connection of live, neutral or protective earth; incorrect selection or connection of a protective breaker; insufficient cable cross-section; wiring damaged during installation; inadequate fixing of a socket or charging station; incorrect charging-current setting at handover; water ingress through improperly sealed wall penetration; protective conductor not correctly connected; overheating caused by a faulty splice; incorrect phase distribution within agreed work; and an agreed essential check not performed where that omission causes a defect. These examples fall within the two-year installation warranty.

6.7 Third-Party Work

Third-party work or alterations do not automatically invalidate the warranty. Defects caused by those actions are not covered; the warranty continues for unaffected work.

6.8 Reporting and Investigation

The Client reports a discovered defect within a reasonable period and, wherever reasonably possible, allows De Elektroloog to inspect and remedy it. Causes are assessed using the fault, original work, handover records, inspections and electrical measurements where needed.

6.9 Remedy Method

De Elektroloog agrees an appropriate, technically sound remedy with the Client, respecting the Client's statutory rights.

6.10 Statutory Rights

The additional warranty does not affect any statutory rights, including rights concerning defective products, improper workmanship or damages.

Article 7 — Client Responsibilities

7.1 Accurate and Complete Information

Before work begins, the Client supplies all reasonably relevant and available information about the existing electrical installation, building conditions and circumstances affecting the work. This includes known defects, faults and earlier changes; drawings, cable plans and circuit schedules; known concealed electrical, gas and water lines; known asbestos or other hazardous materials; relevant previous third-party work; and special requirements or restrictions. De Elektroloog remains responsible for the checks, care and expertise reasonably expected of a professional electrical contractor.

7.2 Site Access

The Client ensures access at the agreed time to areas and installation components, including meter cupboards, distribution boards, crawlspaces, attics, garages, plant rooms, walls, floors, ceilings and agreed outdoor areas. Lack of access is reported. Demonstrable reasonable extra costs are charged only if previously agreed or permitted by law.

7.3 Preparing the Workplace

Where reasonably possible and communicated beforehand, the Client provides a sufficiently accessible, tidy workplace by moving loose belongings, keeping access routes clear, making boards and connection points accessible, identifying fragile or valuable items and making reasonable arrangements for pets and children. De Elektroloog is responsible for safe working, appropriate tools and necessary workplace protection.

7.4 Facilities

Where available and reasonably necessary, the Client provides access to electricity, water and sanitary facilities unless otherwise agreed. Responsibility and cost for special facilities, such as temporary power, a lifting platform or structural preparation, are agreed beforehand.

7.5 Temporary Power Interruptions

Safe electrical work may require temporary isolation. The Client takes account of announced outages and reasonable precautions for affected equipment or processes. De Elektroloog gives advance notice of the expected duration and scope where possible and remains responsible for safe, careful work and damage for which it is legally liable.

7.6 Other Contractors

Where several parties are involved and coordination rests with the Client, the Client arranges timely coordination of scheduling and dependencies, including plasterers, painters, tilers, kitchen fitters, plumbers, carpenters, builders, flooring contractors and other installers. Prerequisite work must be completed as scheduled. Delays and extra work are discussed under Article 5.

7.7 Client's Own Work and Assistance

Any work or assistance by the Client and its limits are agreed beforehand. The Client must not alter installation components being worked on without prior coordination. Electrical work presenting safety risks is carried out only by demonstrably competent and appropriately authorised persons. Defects, damage or delays caused by the Client's work are assessed separately. De Elektroloog remains responsible for its own work and non-excludable legal obligations.

7.8 Structural Repairs

Electrical work may require drilling, chasing, cutting channels or locally opening finishes. De Elektroloog informs the Client in advance of reasonably foreseeable interventions. Restoring plaster, paint, tiling, wallpaper or other finishes is included only if expressly agreed in the quotation or supplementary arrangements. This does not exclude statutory liability for damage caused by careless or defective work.

7.9 Handover and Checks

The Client reasonably cooperates with handover and agreed functional checks, including access, testing circuits and connected devices, enabling app or account configuration without surrendering passwords, and receiving operating instructions. Defects found at handover are documented and handled under the agreement and law.

7.10 Safe Use After Handover

The Client uses the installation in accordance with instructions and technical specifications. The Client is advised not to bypass protective devices, to investigate repeated trips, to report damage or overheating promptly and to use competent persons for modifications. Statutory rights and De Elektroloog's obligations remain unaffected.

Article 8 — Payments

8.1 Invoicing Following Handover

For work agreed by quotation, an invoice is normally issued immediately following handover unless otherwise agreed in writing.

8.2 Payment Period

The Client has fourteen (14) calendar days from the invoice date to pay. The due date appears on the invoice. The Client may pay immediately after handover but is not obliged to do so.

8.3 Payment Methods

Payment is by bank transfer or an electronic method offered by De Elektroloog. The invoice number must be stated unless already incorporated into a payment request.

8.4 Deposits and Progress Invoices

Deposits or staged invoices may be agreed for substantial projects, high material costs or longer work. Amounts, due dates and conditions are recorded in advance in the quotation or agreement. Deposits and paid instalments are credited against the final account.

8.5 Additional Work and Costs

Previously agreed additional work and charges are itemised separately on the final invoice or an agreed interim invoice and charged only in accordance with the agreement and law.

8.6 Payment Reminder

If payment is late, De Elektroloog may send a reminder. Before charging extrajudicial collection costs to a consumer, it sends a free statutory notice allowing the legally required additional payment period.

8.7 Arrears and Collection Costs

If payment remains outstanding after the applicable deadline and any required notice, De Elektroloog may claim legally permitted interest and extrajudicial collection costs, calculated solely under applicable law.

8.8 Invoice Objections

The Client is requested to raise questions or objections promptly in writing, stating the invoice number and reason. De Elektroloog reviews the matter and, where necessary, provides an explanation or corrected invoice. Statutory rights, including any right to suspend payment, remain unaffected.

8.9 Payment Plan

Where the Client cannot pay on time, the parties may agree a payment plan. It applies only when both parties consent and record the arrangements in writing.

8.10 Statutory Rights

Mandatory legal provisions and the Client's statutory rights remain unaffected.

Article 9 — Complaints Procedure

9.1 Submitting a Complaint

If dissatisfied with work, materials, communication or services, the Client may submit a complaint to elektroloog@outlook.com. De Elektroloog requests a clear and complete description for careful and efficient assessment.

9.2 Information to Include

The Client is requested to provide contact details (name, address and telephone); assignment details (invoice or quotation number and, if known, date of work); a clear description of the problem or defect; when and under what circumstances it first occurred and whether continuous or intermittent; relevant photographs or video where possible; error codes, measurements or other information; the desired resolution; and any feedback or suggestions. Missing information or images alone is not a reason to refuse a complaint.

9.3 Acknowledgement and Assessment

De Elektroloog aims to acknowledge receipt within two working days and give an initial substantive response within five working days. If further investigation or a site visit is necessary, the Client is informed and a suitable appointment arranged.

9.4 Technical Complaints

For complaints about electrical operation, safety or quality, De Elektroloog may inspect the installation, including visual examination, connections and protective devices, relevant measurements, configuration checks and review of earlier work and handover records. Defects covered by the installation warranty or De Elektroloog's statutory responsibility are remedied free of charge.

9.5 Unsafe Situations

Where immediate danger is suspected, such as smoke, burning smells, sparking, electric-shock risk or severe overheating, the Client should safely take the affected component out of service if possible and contact De Elektroloog immediately. In an immediate fire or life-threatening emergency, the Client must contact emergency services. Such reports are assessed with appropriate urgency and next steps discussed.

9.6 Resolution

De Elektroloog seeks a careful, reasonable and appropriate solution to each justified complaint, potentially including explanation or advice, correction of an error, repair or replacement of a defective component, further checks or another agreed solution. The resolution and follow-up arrangements are confirmed in writing where needed.

9.7 Feedback and Improvement

De Elektroloog values feedback and uses complaints and suggestions to improve its work, communication and services wherever possible.

9.8 Statutory Rights

This procedure does not affect statutory rights to remedy, performance or damages. Email is the preferred complaint channel but is not the exclusive way to exercise legal rights.

Article 10 — Completion, Handover and Defects

10.1 Completion

Work is ready for handover when the agreed work has been performed and De Elektroloog has notified the Client. Handover may consist of a joint inspection, oral explanation, written confirmation or transfer of the installation. The Client is given a reasonable opportunity to inspect the work.

10.2 Checks and Testing

Before handover, De Elektroloog carries out the checks, inspections and electrical measurements required by the work, applicable rules and agreements. Depending on the assignment, these may include visual inspection; verification of connections and protective devices; protective-conductor continuity; insulation resistance; residual-current devices and RCBOs; fault-loop impedance and relevant voltages; functional tests of switching, lighting and equipment; and configuration checks including charging stations. The necessary checks are determined with due regard to applicable legal and technical obligations.

10.3 Handover Documentation

Depending on the assignment, De Elektroloog provides agreed and legally required documentation, which may include an up-to-date circuit schedule, relevant test results, operating instructions, equipment documentation, settings, safe-use and maintenance guidance and outstanding recommendations. A full inspection report or certificate is provided only where agreed or otherwise required.

10.4 Outstanding Items

Minor defects or remaining work identified at handover are recorded in writing where necessary. The parties agree how and when they will be resolved. Limited outstanding items do not automatically prevent handover of the entire assignment, without prejudice to statutory payment and remedy rights.

10.5 Defects After Handover

Defects found afterwards are handled under the complaints and warranty provisions. The Client is asked to report promptly and allow reasonable investigation and repair. Failure to report a defect at handover does not waive statutory rights concerning hidden or later-discovered defects.

10.6 Partial Handover

On substantial projects, separate components or phases may be handed over by agreement. The parties establish completed and outstanding work and which parts may safely be used. Payment, warranty and scheduling consequences are recorded where necessary.

10.7 Use

The Client uses installation components only when safe and suitable, and once necessary checks have been performed. Unsafe components are marked, disconnected or otherwise left safe where possible. Use alone does not constitute full acceptance or waiver of defect rights.

10.8 Statutory Rights

The Client's statutory rights and De Elektroloog's legal obligations remain unaffected.

Article 11 — Liability and Damage

11.1 Duty of Care

De Elektroloog performs the agreed work carefully, competently and in accordance with applicable legal and technical requirements. It is liable for damage attributable to it under the agreement or applicable law. Liability is assessed according to the work, agreements, circumstances and legal rules.

11.2 Damage Caused by Errors

Damage resulting from an attributable error by De Elektroloog is handled under applicable law. Examples include incorrectly connected wiring or equipment; defective connections or protection; damage to existing installations during work; damage to building components through careless drilling, chasing or installation; incorrect settings or configurations; and damage caused by persons working under De Elektroloog's responsibility.

11.3 Existing Installations and Hidden Defects

De Elektroloog is not automatically responsible for defects or damage arising from existing components on which it performed no work, including pre-existing damage, faulty connections, obsolete systems and concealed defects. This does not apply if De Elektroloog caused the defect or damage, breached its duty to warn or is otherwise legally responsible.

11.4 Concealed Services and Structural Conditions

Drilling, chasing and installation may encounter concealed electrical, water, gas or other services. De Elektroloog takes precautions reasonably expected of a competent installer. The Client supplies available information about known service routes and structural particulars. Liability for damage despite careful work is determined by the circumstances and law. Missing drawings do not automatically exclude liability.

11.5 Property and Finishes

De Elektroloog treats the Client's property and building components carefully. Necessary, previously discussed channels, holes and openings are distinguished from damage caused by carelessness or defective work. Restoring finishes is included only if agreed, without prejudice to statutory liability for attributable damage.

11.6 Client and Third-Party Damage

De Elektroloog is not liable for damage caused solely by the acts, changes or work of the Client or independent third parties, insofar as it is not attributable to De Elektroloog. Where causes or parties overlap, responsibility is assessed under applicable law.

11.7 Reporting and Mitigation

The parties inform each other promptly of actual or suspected damage and take safe, reasonable steps to prevent or limit further damage. The Client is asked to retain photographs, videos, documents and other evidence. Potentially unsafe electrical equipment must not be reused until assessed as safe.

11.8 Investigation and Settlement

De Elektroloog is given a reasonable opportunity to investigate and propose a solution. Depending on the circumstances, this may involve repair, replacement, compensation or another legally appropriate remedy. Independent experts or insurers may be involved where needed.

11.9 Insurance

De Elektroloog may refer liability matters to its liability insurer. Applicability, coverage and limits are governed by the policy. Insurance coverage, or its absence, does not itself restrict the Client's statutory rights.

11.10 Statutory Rights

No provision excludes or limits liability where mandatory law prohibits doing so. The Client's statutory rights remain fully effective.

Article 12 — Cancellation, Termination and Ending the Agreement

12.1 Rescheduling

The Client is asked to notify De Elektroloog promptly of a requested change of appointment. De Elektroloog will cooperate in setting a new date where reasonably possible. Extra costs are charged only where lawfully agreed in advance or payable by law.

12.2 Cancellation Before Work Starts

If the Client wishes to cancel before commencement, it will be established whether this is a statutory withdrawal, termination of the contract or another form of ending the agreement. Financial consequences depend on the nature of the contract, agreements and applicable law.

12.3 Termination of Contracted Work

For agreements subject to statutory rules on contracts for work, the Client may terminate all or part of the agreement under Article 7:764 of the Dutch Civil Code. Financial settlement follows applicable law, including rules on the agreed price, costs, work performed, profit and savings. De Elektroloog provides a reasonable explanation of the final account upon request.

12.4 Materials Already Ordered

Materials specially ordered or purchased before termination are taken into account in the statutory and contractual settlement, including possibilities for return, reuse, resale or savings. Materials are not automatically charged in full where costs can reasonably be avoided or reduced.

12.5 Termination During Performance

If the Client wishes to stop during the work, completed work, used materials and the condition of the installation are established. De Elektroloog takes reasonably necessary steps to leave the workplace and installation safe. The parties arrange partial handover, remaining materials and financial settlement as needed.

12.6 Suspension by De Elektroloog

Work may be temporarily suspended for sufficiently substantial contractual or statutory reasons, including serious safety risks, lack of access or cooperation, unpaid agreed amounts where suspension is lawful, serious threats or aggression, or circumstances preventing responsible continuation. De Elektroloog informs the Client and, where appropriate, offers a reasonable opportunity to remedy the situation.

12.7 Termination by De Elektroloog

De Elektroloog may terminate only on a valid contractual or legal ground. Where required, the Client receives prior written notice and reasonable opportunity to remedy a breach. Consequences for work, materials, payments and damage are governed by law.

12.8 Statutory Withdrawal

Where the Client is a consumer with a statutory right of withdrawal, the relevant law prevails over inconsistent terms. Article 13 provides further details.

12.9 Statutory Rights

The Client's statutory rights and De Elektroloog's legal obligations remain unaffected.

Article 13 — Right of Withdrawal and Consumer Protection

13.1 Applicability

Consumers benefit from applicable consumer-protection law. Depending on how the agreement is concluded, a statutory right of withdrawal may apply. A distinction is made between distance contracts, off-premises contracts and other agreements.

13.2 Cooling-Off Period

Where a statutory right applies, the Client generally has fourteen (14) days to withdraw, subject to statutory exceptions or different legal rules. The starting point depends on the agreement and law. Before conclusion, De Elektroloog informs the Client of the existence, conditions and exercise of this right.

13.3 Exercising Withdrawal

The Client may exercise an applicable right by clearly notifying De Elektroloog of the decision within the statutory period, including by email to elektroloog@outlook.com or using the supplied model withdrawal form. A particular form is not mandatory if the decision is otherwise clearly communicated.

13.4 Work During Cooling-Off Period

If the Client wants work to begin during an applicable cooling-off period, De Elektroloog first obtains the Client's express request as required by law. It explains possible consequences for withdrawal rights and payment obligations and records and confirms the necessary declarations where legally required.

13.5 Full Performance During Cooling-Off Period

If a service is fully performed during the cooling-off period, the right of withdrawal may lapse only if all statutory conditions are satisfied, potentially including an advance express request and the required acknowledgement of loss of the right following full performance. Merely starting work does not automatically extinguish the right.

13.6 Withdrawal After Partial Performance

If the Client validly withdraws after work began at the Client's express request, payment obligations arise only insofar as applicable law requires. De Elektroloog explains the work and calculation of any amount due upon request.

13.7 Urgent Repairs

Certain urgent repairs or maintenance expressly requested by a consumer may qualify for a statutory exception. It applies only where statutory conditions are met. Additional work or products not expressly requested are assessed separately for consumer rights.

13.8 Refunds and Settlement

Valid withdrawal and any refunds are handled within statutory time limits and conditions. Materials or equipment supplied under the agreement are settled according to the nature of the contract and applicable law.

13.9 Statutory Rights

These Terms and Conditions do not exclude or restrict statutory withdrawal rights or other mandatory consumer protections.

Article 14 — Work by Third Parties

14.1 Staff and Third Parties

De Elektroloog may use its own staff, assistants, independent tradespeople and specialist third parties where appropriate to the agreed assignment.

14.2 Expertise and Allocation

De Elektroloog ensures responsible task allocation, taking account of expertise, experience and required authorisations. Electrical work with particular safety risks is performed only by sufficiently competent persons under appropriate responsibility and supervision.

14.3 Responsibility for Engaged Persons

Where third parties perform obligations under De Elektroloog's agreement with the Client, De Elektroloog remains responsible insofar as the contract and law provide. Use of a hired tradesperson or subcontractor does not automatically mean the Client must pursue rights solely against that person.

14.4 Specialist Work

Where special expertise, equipment or authorisations are required, De Elektroloog may propose a specialist. Changes to agreed price, scope or schedule are discussed in advance.

14.5 Third Parties Engaged by the Client

A plasterer, plumber, builder or installer engaged directly by the Client is generally not De Elektroloog's auxiliary person. Responsibility follows the separate agreement and applicable law. De Elektroloog remains responsible for its own work and statutory obligations.

14.6 Coordination and Safety

Where several parties work at the same site, activities are coordinated as necessary. De Elektroloog may interrupt work if concurrent activities make it unsafe or technically irresponsible. Scheduling and cost consequences are discussed under these Terms and Conditions.

14.7 Statutory Rights

The Client's statutory rights and De Elektroloog's legal obligations remain unaffected.

Article 15 — Force Majeure and Delay

15.1 Definition

Force majeure means circumstances outside De Elektroloog's reasonable control which temporarily or permanently prevent performance, insofar as those circumstances are not attributable to De Elektroloog under the law or agreement.

15.2 Possible Examples

Depending on the facts, examples include severe weather preventing safe work, government measures preventing performance, large-scale power or infrastructure disruptions, unforeseen and non-attributable emergencies, serious supplier or carrier disruptions not legally attributable to De Elektroloog, and other extraordinary circumstances that could not reasonably have been prevented or overcome. Staff absence, material shortages and delivery problems do not automatically constitute force majeure.

15.3 Delay Notification

If De Elektroloog anticipates late performance, it promptly informs the Client and, where possible, explains the cause, affected work, likely scheduling impact and available alternatives.

15.4 Mitigation

De Elektroloog takes reasonable measures to limit the effects. Where possible, a revised schedule or suitable alternative is discussed. Changes to materials, equipment or agreed execution follow the relevant arrangements and law.

15.5 Temporary Interruption

Where force majeure temporarily prevents performance, affected work may be interrupted to the extent legally justified. Work resumes as soon as reasonably possible and responsible, taking account of circumstances and the Client's rights.

15.6 Prolonged or Permanent Impossibility

Where performance becomes impossible for an extended period or permanently, the parties discuss modification, partial handover or termination. Rights to rescission, refund, damages and other legal consequences follow applicable law.

15.7 Statutory Rights

Reliance on force majeure does not exclude the Client's statutory rights beyond what the law permits.

Article 16 — Retention of Title and Supplied Materials

16.1 Ownership

To the extent permitted by law, materials and equipment supplied by De Elektroloog remain its property until the Client pays the amounts due for them. This applies only where retention of title is validly agreed and the materials remain legally capable of being subject to it.

16.2 Incorporation and Installation

When materials are processed, installed or permanently attached to a building or other property, ownership may change under law. Retention of title ceases insofar as it loses effect through incorporation, accession or other statutory provisions.

16.3 Unpaid Separate Equipment

Where separately supplied, unpaid equipment remains De Elektroloog's property, it may exercise ownership rights under applicable law, respecting the Client's and third parties' rights.

16.4 No Unilateral Removal

De Elektroloog will not unilaterally remove, disconnect or disable installed electrical components solely because of a payment dispute. Repossession or removal occurs only on a lawful basis and where safe and lawful.

16.5 Client-Supplied Materials

Materials or equipment provided by the Client generally remain the Client's property. De Elektroloog assesses suitability for the agreed purpose beforehand where reasonably possible. If unsuitable or unsafe, it informs the Client and discusses implications.

16.6 Statutory Rights

Statutory property rights, consumer rights and other applicable legal provisions remain unaffected.

Article 17 — Governing Law and Disputes

17.1 Governing Law

Dutch law applies to De Elektroloog's quotations, agreements and work. This choice does not affect mandatory consumer protection under applicable law.

17.2 Consultation

If a disagreement arises about work, invoicing, warranty, liability or other arrangements, the parties seek to resolve it first through mutual consultation, sharing information reasonably necessary for careful assessment.

17.3 Written Records

Where a dispute cannot immediately be resolved, the parties may record their positions and relevant agreements in writing, using quotations, invoices, photographs, inspection results, correspondence and handover documents.

17.4 Independent Expert

If the parties disagree on a technical cause or workmanship quality, they may jointly appoint an independent expert. The assignment, questions and allocation of costs are agreed in advance unless law provides otherwise. Expert involvement is not a mandatory prerequisite to exercising statutory rights.

17.5 Competent Court

Unresolved disputes may be submitted to the court having jurisdiction under law. These Terms and Conditions do not designate an exclusive court to the detriment of consumers' statutory rights.

17.6 Statutory Rights

The Client's right to use applicable legal procedures or other remedies is not restricted.

Article 18 — Applicability and Final Provisions

18.1 Applicability

These Terms and Conditions apply to quotations, order confirmations and agreements under which De Elektroloog performs work or supplies materials or equipment, insofar as they have been validly incorporated.

18.2 Availability

De Elektroloog makes these Terms and Conditions available to the Client before or when the agreement is concluded, in the legally required manner. With digital quotations, they may be supplied as an attachment or by suitable digital means allowing consultation and retention.

18.3 Deviations

The parties may validly agree deviations, preferably recorded in writing in a quotation, confirmation or supplementary agreement. A specific contractual arrangement takes precedence over these Terms and Conditions to the extent legally permitted.

18.4 Third-Party Terms

The Client's own terms do not automatically apply. Where both parties use different terms, their applicability is determined by the arrangements and law.

18.5 Invalid Provisions

If a provision is void, voidable or otherwise unenforceable, the remaining provisions are not automatically invalid. The parties consider the applicable statutory rule and whether a valid replacement arrangement is necessary and possible.

18.6 Amendments

De Elektroloog may amend its Terms and Conditions for future agreements. Existing agreements generally remain subject to the terms agreed when concluded unless the parties validly agree otherwise.

18.7 Communication

Quotations, scheduling, additional work, complaints and other contractual matters may be discussed by email, telephone, WhatsApp or another agreed channel. Where written confirmation is necessary or advisable, email or another durable recordable method is preferred. Statutory form requirements remain applicable.

18.8 Business Details

Current business and contact details appear on quotations, invoices, the website or other relevant business documents. Legally required identification details are made available in the required places.

18.9 Quality and Client Satisfaction

De Elektroloog aims for safe, competent and careful work and clear communication. Complaints, defects and disputes are handled under these Terms and Conditions and the law.

18.10 Statutory Rights

These Terms and Conditions are not intended to exclude or restrict the Client's statutory rights where the law does not permit this.