

Terms and Conditions

1. Introduction

1.1. The "Company" shall mean Adam Carter Plumbing and Heating and/or Carters Plumbing and Heating.

1.2 The "Client" shall mean the person or persons or organisation for whom the Company agrees to carry out works and/or supply materials, parts and products.

1.3 The "Engineer" shall mean the person appointed by the Company to work on behalf of the Company.

1.4 The "Site" shall mean the address, location or property where the work undertaken by the Company will take place.

1.5 The "Terms" shall mean the Terms and Conditions laid out in this document.

1.6 Except where the context requires otherwise words importing the masculine shall include the feminine; words importing the singular shall include the plural; words importing natural personage shall be equally applicable to corporate personage and vice versa.

1.7. References to any statutory provision, authority, rule or code of practice shall be deemed to include the amended versions, replacements or successors of such.

2. Relationship Between the Parties

2.1 The Client engages the Company to provide the services specified in these Terms and any attached schedules.

2.2 At its own discretion the Company reserves the right to refuse or decline to quote for work or to undertake work.

2.3. No term of this agreement or course of dealings between the parties shall deem to make the Company an employee or agent of the Client.

2.4. Neither party shall assign or transfer any of their rights, liabilities or obligations arising under this agreement without the prior written consent of the other party.

3. The Quotation

3.1. The Company shall provide to the Client a proposal for the services to be provided ("the Quotation") which shall set out:

- a) A breakdown of the work which the Company will undertake for the Client.
- b) The proposed commencement date and/or time period within which the work will be undertaken.
- c) The costs which the Client shall be charged for the work including:
 - Labour fees
 - Cost of materials, parts and products where applicable

- Any further expenses which the Company will require the Client to meet
- Any VAT or tax element which will be payable by the Client

3.2 Any Quotation issued by the Company will be valid for one month.

3.3. The Quotation shall be attached to these terms and conditions as a schedule and where a contract is entered into between the Supplier and the Client, the Client will be deemed to have accepted the content of the Quotation in full.

4. Carrying Out The Work

4.1. The Company will undertake the work for the Client as set out in the Quotation.

4.2. The services will be provided to the Client within the timeframe specified in the Quotation.

4.3 Time frames and dates of delivery are provided for guidance only and the Company makes no guarantee that the services will be performed within the specified period. For the purposes of this agreement, time shall not be of the essence and the Company shall not be liable for any loss or damage suffered by the Client as a result of the delivery of services being delayed or postponed for any reason.

5. Payments

5.1. The contract price will be set out in the Quotation and will include details of the charges which the Company will make for labour, materials, products and parts as well as any taxes or additional costs or expenses or disbursements which the Company may charge to the Client.

5.2. The intervals at which the Company may invoice the Client in respect of the whole or an instalment of the contract price will be set out in the Quotation.

5.3 A deposit will usually be required to be paid before the job commences. This will either be a percentage of the total job or to cover the costs of materials, parts and products purchased by the Company.

5.4. Notwithstanding 5.1 - 5.3 above, the Company may vary the contract price from the amount set out in the Quotation where he has provided services which are different or in addition to those set out in the Quotation either at the specific request of the Client or because he has been required to complete additional work which was not anticipated at the time the Quotation was issued, or because of market fluctuations in the price of materials, parts and appliances. The Company will advise the Client as soon as possible of any potential additional costs.

5.5. The Client agrees:

- a) Not to withhold any sums due to the Company.
- b) To settle all invoices raised by the Company upon completion of the work and no later than 7 working days of the date of the invoice.
- c) To pay to the Company interest at a rate of 5 percentage points above the Bank of England base rate on any payments which are not settled in accordance with these Terms.

d) To pay to the Company such costs and expenses as he may incur in recovering payment from the Client where the Client fails to make payment in accordance with these Terms.

6. Cancellation

In accordance with the *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013*, and where the Client is a consumer within the meaning of section 12 of the *Unfair Contract Terms Act 1977*, the Client may cancel this contract within 14 calendar days of signing this agreement (or within whatever extended period the Company may specify in the Quotation) and shall be entitled to a full refund of any monies paid to the Company, less an amount representing any reasonable costs which the Company has incurred. Any cancellation outside this period will not entitle the Client to a refund of any monies paid.

7. Client's Obligations

7.1. The Client shall be responsible for the correctness of all measurements for products or materials which he gives to the Company. Where these measurements are not correct and accordingly materials or products which are ordered or provided by the Company are the wrong size, the Client shall bear the expense of rectifying this.

7.2. The Client shall co-operate with the Company as may be necessary to facilitate this agreement, including but not limited to:

a) Permitting the Company access to the Site and assuring that such access is appropriate and adequate.

b) Providing for the Company such facilities as may be necessary in order to allow him to complete the services, including but not limited to water and toilet facilities.

c) Following the Company's reasonable instructions relating to safety and the state of work which has recently been completed by the Company or is in the process of being completed or to the state of the Site in general, including directions and restrictions on appropriate usage, care and maintenance.

7.3. Unless the Quotation specifies otherwise, the Client will be responsible for any cleaning and redecorating which is necessary to the Site after the Company has completed the agreed works.

7.4 The removal of waste materials, which shall be the responsibility of the Company unless stated otherwise in the Quotation.

7.5. Where the Company stores or keeps any materials or equipment on Site, the Client shall be responsible for the security and safety of such and shall account to the Company for any loss or damage.

7.6. The Client shall be responsible for any permissions, licences or consents which are necessary in order for the work to be undertaken. The Client warrants that he has applied for and obtained all such necessary permissions, licence or consents prior to contracting the Company.

8. Company's Obligations

8.1. The Company shall perform all duties, services and obligations under this contract with reasonable care and skill and to a reasonable standard. He shall comply with all relevant codes of practice and statutory or regulatory requirements.

8.2. The Company shall take all reasonable care with the Client's property, including taking reasonable steps to protect the Client's furnishings and wall and floor coverings during the provision of the services.

8.3. The Company shall at all times be registered and remain in good standing with such organisations as may be relevant for the purposes of permitting him to self certify the compliance of the services provided with the relevant building regulations or alternatively if he is not so accredited then he shall make arrangements for a building inspector to certify the compliance of the services provided with the relevant building regulations. Any costs incurred for involving a building inspector will be passed onto the Client.

8.4. The Company shall be responsible for managing and arranging the safe and lawful disposal of any waste materials which are generated or removed from the Client's property as a result of the provision of the services, unless otherwise stated in the Quotation.

8.5. The Company shall at all times hold a valid public liability insurance policy and shall hold and keep up to date any and all licences or permits as may be required in order to provide the services.

9. Property Rights and Assumption of Risk

9.1. Any property rights, title or ownership in any property or materials which are used by the Company in providing or delivering the service shall remain with the Company until the Client has made payment in full in accordance with these Terms.

9.2. Risk in and responsibility for any products, parts or materials which are used in the supply, performance or delivery of the services shall pass from the Company to the Client:

- a) Where the Company is responsible for delivering the products, parts or materials to the Client, upon delivery; or
- b) Where the Company is not responsible for delivery, at the moment the products, parts or materials leave the Company's premises.

10. The Guarantee

10.1. The Company provides to the Client, in addition to any statutory rights which the Client may have, a guarantee that the work undertaken under this contract shall be free from defective workmanship for a period of one year from the completion of the services, notwithstanding that this guarantee shall not apply to:

- a) Defects or flaws which are as a result of any misuse, failure to adequately and properly maintain, neglect or failure to follow instructions or recommendations on the part of the Client.
- b) Any defect or flaw which is caused by mechanical or chemical damage (which is not in itself a result of some defect in the workmanship or materials) and which arises after risk in the property has passed to the Client.

10.2. The Company shall, at his sole discretion, determine the manner in which he will satisfy this guarantee, whether by repairing, re-performing, or replacing the services, or by refunding to the Client all or part of the monies which have been paid.

10.3. Where the Client considers that the services are defective upon delivery or performance then he shall notify the Company of this within 30 days, failing which he shall not be entitled to claim the benefit of this guarantee.

10.4. This guarantee shall not become effective until the Client has paid the Company in full, failing which the Client shall not be entitled to claim the benefit of this guarantee.

10.5 The Company will not guarantee any work in respect of blockages in waste & drainage systems etc.

10.6 The Company will not guarantee any work undertaken on instruction from the Client which is against the written or verbal advice of the Company.

10.7 Where the Company agrees to carry out works on installations of inferior quality or over ten years old at that date no warranty is given in respect of such works and the Company accepts no liability in respect of the effectiveness of such works or otherwise.

10.8 Should there be a discovery of asbestos or any other dangerous material or substance whilst undertaking the agreed work, the Client will be responsible for the cost and removal of such materials or substances.

11. Termination

11.1. This agreement shall continue until the services (or any mutually agreed addition, extension or variation thereof) have been provided, or until terminated in accordance with the below.

11.2. Without prejudice to the above this agreement may be terminated immediately where any of the following circumstances arise:

a) Either party commits a serious breach or persistent breaches of this agreement including but not limited to the non-performance, neglect or default of any of his duties as outlined herein (including a failure on the part of the Client to make payment within agreed timescales) and after notice of this breach has been given to the defaulting party it remains unremedied and unrectified days after such notice.

b) Either party commits a breach of this agreement which cannot be remedied.

c) Either party becomes insolvent or enters into a CVA or IVA or ceases to carry on the whole or substantially the whole of its business.

11.3. Upon termination of this agreement, the Client shall pay to the Company such sums as may represent work done and expenses incurred up to and including the date of the termination.

11.4. Any right to terminate this agreement shall be without prejudice to any accrued rights or liabilities arising out of this agreement which are in existence at the date of termination.

12. Disclaimers and Exclusions

12.1. The Company shall not be responsible in any circumstances to the Client or any third party for any loss of profit or indirect or consequential economic damage or loss, howsoever caused, whether as a result of negligence, misrepresentation, breach of contract or otherwise.

12.2. Nothing in the forgoing shall be read as restricting or limiting in any way the Company's liability for death or personal injury.

13. Indemnity

The Client shall indemnify the Company against any loss or damage which results from the Client's breach of this agreement or failure to abide by any of its terms.

14. Force Majeure

Neither party shall be liable for any delay or failure in performing its obligations or duties under this agreement which results from circumstances outside his reasonable control including but not limited to acts of God, industrial action, war, fire, terrorism or threat of terrorism, civil disturbance or rioting, government or regulatory action, breakdown in plant or machinery or shortage of raw materials or supplies.

15. Warranty of Contractual Capacity

Both parties and the signatories to this agreement warrant that they are authorised and permitted to enter into this agreement, and have obtained all necessary permissions and approvals.

16. Whole Agreement, Governing Law, Severability and Miscellaneous Provisions

16.1. This document constitutes the entirety of the agreement between the parties. It supersedes any prior representations which may have been made, whether orally or in writing. Any modification to this agreement must be made in writing and signed by both parties.

16.2. This agreement shall be governed by the Law of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English Courts.

16.3. All clauses, sub clauses and parts thereof shall be severable and shall be read and construed independently. Should any part of this agreement be found invalid this will not affect the validity or enforceability of any other provision or of this agreement as a whole.

16.4. All terms, conditions and covenants contained in this agreement shall bind the parties and their heirs, legal representatives, successors to title and permitted assignees.

16.5. Nothing in these terms and conditions shall incur any rights on a third party and no third party may enforce any provision of this contract under the *Contracts (Rights of Third Parties) Act*.

16.6. The failure by either party to enforce any provision of this agreement shall not be deemed a waiver or limitation of that party's right to subsequently compel and require strict compliance with every provision of this agreement.