

PLUMBING, HEATING & GAS CONTRACTORS GAS SAFE REGISTRATION 13057

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• TERMS and CONDITIONS

- 1) For the purpose of these terms and conditions the following words shall have the following meanings:
 - a) "The Company" shall mean Peter Brown Plumbing and Heating.
 - b) "The Customer" shall mean the person or organization for which the Company agrees to carry out works and/or supply materials. The Operative or Engineer shall mean the representative appointed by the Company.
- 2) The Company reserves the right to refuse or decline work at its own discretion. Where the Company agrees to carry out works for the customer those works shall be undertaken by the designated operative of Company at its absolute discretion.
- 3) **HOURLY RATE WORK:** The total charge to the /customer shall consist of the cost of materials supplied by the Company (not exceeding the trade purchase price of materials + 25%) and the amount of time spent by the operative kin carrying outworks (including all reasonable time spent in obtaining unstocked materials) charged in accordance with the Company's current hourly rates. The Customer shall only be charged for the time spent related to the customers work, all other time. Personal mobile calls etc. In non-chargeable. All charges are subject to VAT at the prevailing rate except in cases where the work carried out is zero rated.
- 4) **FIXED PRICE WORK** shall be given as a firm cost, any additional work will be agreed with the client and a written schedule of extra's summited for approval.
- 5) Where a written quotation has been supplied to the Customer the total charge to the Customer referred to in the quotation should not exceed the actual charge taken by more than 20% but may be revised in the following circumstances:-
 - i) if after submission of the estimate the Customer instructs the Company (whether orally or in writing) to carry out additional works not referred to in the estimate.
 - ii) if after submission of the estimate there is an increase in the price of materials.
 - iii) if after submission of the estimate it is discovered that further works need to be carried out which were not anticipated when the estimate was prepared.
 - iv) if after submission of the estimate it is discovered that there was a manifest error when the estimate was prepared. The customer will be given the opportunity to review a breakdown of cost before agreeing to proceed with any extra work. In these circumstances the customer will have the right to cancel.

6) The Company shall not be under any obligation to provide a quotation to the Customer and shall only be bound (subject as hereinafter) by quotation given in writing to the Customer and signed by a duly authorized representative of the Company.

7) Material Collection.

Collection of non-stock items is chargeable but:

a) Time must be kept to a minimum and reasonable.

b) The Customer must be informed wherever possible when the operative leaves the premises.

c) If the collection time is likely to exceed 60 minutes the Customer must be additionally informed of the circumstances.

d) Only one engineer is allowed to leave the job to collect parts.

e) The collection of materials which should be normally stocked items is non-chargeable.

8) Invoices for small works are due for payment immediately upon delivery to the Customer. Larger contracts will must be paid within 30 Day, A deposit of 25% will be required to cover the cost of special material. This will be highlighted in all quotations.

9) Where the date and/or time for works to be carried out is agreed by the Company with the Customer then the Company shall use its best endeavors to ensure that the operative shall attend on the date and at the time agreed.

10) The Customer shall accept sole liability to discharge the Company's account unless he/she discloses to the Company when initially instructing the Company to carry out work and/or supply materials that he/she is acting on behalf of a third party (including but not limited to a Limited Company or Partnership and receiving a written estimate) the name pf the third party appears on the written estimate.

- 11) The Guarantee shall be for labour only in respect of faulty workmanship for 12 months from the date of completion with the manufacturer's warranty in force.
- We offer a 12 month Guarantee on all product supplied by the company unless the manufacturer's warranty is of longer duration then this length of time will apply.
- The Guarantee may become null and void if the work/appliance completed/supplied by the Company is:

a) Subject to misuse or negligence.

b) Repaired, modified or tampered with by anyone other than Company operative.

12) The Company will not guarantee any work in respect of blockages in waste and drainage systems etc. The Company will not guarantee any work undertaken on instruction from the customer and against the written or verbal advice of the operative/engineer. Work is guaranteed only in respect of work directly undertaken by the Company and payment is (IN) full has been made. Any non-related faults arising from recommended work which has not been undertaken by the company will not be guaranteed. The company shall not be held liable or responsible for any damage not caused by their negligence or effect resulting from work not fully guaranteed or where recommended work has not been carried out. Work will not carry a guarantee where the customer has been notified by the operative either verbally or indicated in ticked boxes or in comments/recommendations or any other related work which requires attention.

Should a GAS WARNING NOTICE be issued against existing gas appliances or pipe work, the customer is responsible to act on the notice, they cannot legally remove or tamper with the notice.

The Customer shall be solely liable for any hazardous situation in respect of GAS SAFE REGULATIONS or GAS WARNING NOTICES issued.

13) Where the Company agrees to carry out works on installations of inferior quality 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. The company

Will instruct the client if the materials are unsuitable before any work takes place.

Any work that the Company carries out will carry our 12 month warranty, however we are not responsible for existing work that we are connecting onto.

14) Engineers operate under their own GAS SAFE REGISTRATION and they are jointly responsible for any gas related work and subsequent liability.

15) The Company shall be entitled to fully recover cost of damages from any operative/engineer/contractor whose negligence or faulty workmanship results in the Company being made liable for those damages or rectification of the work.

16) These terms and conditions may not be released, discharged, supplemented, interpreted, varied or modified in any manner except by an instrument in writing signed by a duly authorized representative of the Company and by the Customer. Further, these terms and conditions shall prevail over any terms and conditions used by the Customer or contained or set out or referred to in any documentation sent by the Customer to the Company by entering into a contact with the Company the Customer agrees irrevocably to waive the application of any such terms and conditions.

17) Title to any goods supplied by the Company to the Customer shall not pass to the Customer but shall be retained by the Company until payment in full for such goods has been made by the Customer to the Company.

18) The Company shall not be liable for any delay or for the consequences of any delay in performing any of its obligations if such delay is due to any cause whatsoever beyond it's reasonable control and the Company shall be entitled to a reasonable extension of the time for performing such obligations.

19) The terms and conditions and all contacts awarded between the Company and Customer shall be governed and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the English Law.

20) If we are unable to satisfy a client dispute or a complaint, the client has redress from one of our trade associations or the Dispute Resolution Ombudsman.

CANCELLATION FORM

To (Name)

Address

.....

Home Tel

Mobile

Email.....

Fax

I/We* hereby give notice that I/We*

.....
Cancel my/our* contract of sale of the following goods

.....
for the supply of the following service

.....
Ordered on*/received on*

.....
Name of consumer/customer(s).....

.....
Address of consumer/customer(s).....

Signature of consumer/customer(s) only if this form is notified on paper

.....

Date.....

***Delete as appropriate**