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OUR TERMS

1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply goods and services to you.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 We are E AND W PLUMBING AND HEATING LTD a company registered in England and Wales under company number 09370041. Our registered office is at 76 Greenmere Brightwell-Cum-Sotwell, Wallingford, OX10 0QN. Our registered VAT number is 204339143.
- 2.2 You can contact us by telephoning or writing to us at the address and number on our website.
- 2.3 **“Contract Price”** the total price payable by you for the Works and any additional work undertaken or costs incurred in completing the Works.
- 2.4 **“Quote”** the quote or estimate given to you in writing detailing the Works we will undertake and the price for the Works.
- 2.5 **“Writing”** includes emails. When we use the words "writing" or "written" in these terms, this includes emails.
- 2.6 **“Works”** the goods and services we have agreed to supply as set out in the Quote or estimate.

3. OUR CONTRACT WITH YOU

- 3.1 We are under no obligation to provide a quote to you and we reserve the right to refuse or decline work at our discretion. If we do provide a Quote, it will be open for acceptance for 30 days, with the work to commence within 60 days (unless specified otherwise).
- 3.2 We will not be bound by any quote which has a manifest error.
- 3.3 On your written acceptance of our Quote and if specified in the Quote the payment of part of the Contract Price, a contract will come into existence between you and us.

- 3.4 Any additional works not in the Quote that you require us to undertake whilst the Works are being executed will be charged at extra cost. Where the cost of additional works exceeds £500, an indication of such cost will be given and your agreement to same will be obtained before the additional works proceed.

4. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the order after you have accepted the Quote then please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

5. OUR RIGHTS TO MAKE CHANGES

- 5.1 Our Quote will be based on a non-intrusive survey of the property and, as such, it is assumed that any existing systems that we connect to are in good condition and in working order. Should we find, during the course of the Works, any faults with the existing systems or you fail to mention any relevant facts relating to the existing installation, we reserve the right to make a charge for correcting the same.
- 5.2 Whilst we may specify certain items by name or model on our Quote, we reserve the option to supply goods of a different manufacture providing they shall be suitable for the purpose intended.
- 5.3 All dates or times given for the start of the Works are given in good faith based on the information gained during the survey and our current workload commitments. We reserve the right to change the start date for the Works.

6. PROVIDING THE WORKS

- 6.1 Upon the acceptance of the Quote, we will let you know when we will begin the Works. Any dates given shall be estimates only and time shall not be of the essence for performance of the Works. No liability will be accepted for any delay, in starting or completing the Works or if it is not possible to meet your timescales. If the Works are delayed, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay.
- 6.2 Unless specified, the Works will not include:
- (a) any tiling, casing in of pipework, boxing, painting, decorating or any other kind of aesthetic and/or decorative works;
 - (b) dismantling, clearing and re-instatement of any fitted cupboards;

- (c) any allowance for out-of-hours working, but we may work out of hours to suit our own requirements;
 - (d) the removal of any dangerous waste materials such as asbestos found when carrying out the Works. This will be subject to an extra charge and will have to be arranged by you; and
 - (e) any parking fees levied in Controlled Parking Zones (CPZ's) or vehicle parking costs. Any such costs incurred will be added to the Contract Price.

- 6.3 Works will be carried out in one continuous visit. Extra visits at your request or caused by circumstances beyond our control will be subject to a surcharge and may affect the completion date.

- 6.4 If it is necessary to gain access into floors below fitted carpets, these will be lifted by us and laid back on completion. No re-stretching or fixing has been allowed for unless specified. No allowance has been made for the reinstatement of any floors covered with thermoplastic tiles, vinyl sheet covering, cork tiles or laminate flooring. Where wooden flooring is to be lifted and reinstated, if we find the flooring to be in poor condition, we will advise you accordingly and it will be your responsibility to arrange repair/replacement as required

- 6.5 Whilst all reasonable care will be taken during the execution of the Works, no responsibility can be accepted for any faults or failures that may occur to existing pipework, fittings or equipment due to disturbance caused by the Works.

- 6.6 It is your responsibility to:
 - (a) Ensure a safe working environment is provided for our employees, contractors, agents and operatives and to keep all children and pets from the areas in which we are working.
 - (b) Obtain all necessary permissions, licences, certificates and consents from third parties prior to the commencement of the Works (for example from block managers or building control).

- 6.7 If you do not allow us access to your property to perform the works as arranged or there are delays caused by restricted access not notified to us at the time of the survey, we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 9.2 will apply

- 6.8 Any goods supplied by you or from third parties for our use in completion of the Works will be inspected prior to installation. Any faults found will be pointed out to you and it will be your responsibility to obtain a replacement. Any delays caused by

faulty or damaged items may be chargeable and may affect the completion date of the works.

- 6.9 Where other trades are involved in the Works and these trades are not under our control any delays that may be caused to our progress by these trades may be subject to an extra charge and/or delay in completion
- 6.10 Prior to the commencement of the Works involving gas appliances, the existing gas supply may be subject to a soundness test to check for compliance with Gas Safety Regulations. Any faults found will be advised to you and any rectification works we are required to undertake may be subject to additional charges.
- 6.11 Should the Works include a power flush of the existing heating system, it must be pointed out that, whilst this treatment is generally harmless, depending on the condition of the existing components the process may find weaknesses in the system. Should any such problems be encountered then any rectification works required may be charged at extra cost.
- 6.12 Should the Works include conversion of existing circuits to higher pressures, you should be aware that the higher pressures may find weaknesses in the existing system. Any repairs required in this respect are not included in the Quote.
- 6.13 It may be necessary to isolate various water, gas & electrical services. This will be advised in good time and the period of isolation will be as short as is reasonably possible.
- 6.14 We do not guarantee to match existing brickwork where bricks are removed or where holes in brickwork need to be repaired (for example where boiler flue terminals have been removed/installed).
- 6.15 Engineers operate under their own Gas Safe registration number and as such are solely responsible for any Gas related work and subsequent liability.

7. TITLE TO THE GOODS

- 7.1 The goods we supply / fit during the Works will become your responsibility from the time we deliver them to your property.
- 7.2 Title to any goods, supplied by us will not pass to you until payment in full for such goods has been made. We reserve the right to take whatever legal action may be necessary to secure payment for the Works carried out and materials supplied either fixed or unfixed.

- 7.3 Until title to the goods has passed to you, you shall:
- (a) store the goods separately from all other goods held by you so that they remain readily identifiable as our property;
 - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the goods; and
 - (c) maintain the goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.
- 7.4 At any time before title to the goods passes to you, we may:
- (a) require you to deliver up all goods in your possession; and
 - (b) enter your property or of any third party where the goods are stored in order to recover them.

8. YOUR RIGHTS TO END THE CONTRACT

- 8.1 Clauses 8.2 and 8.3 only apply if you are a consumer under the Consumer Contracts Regulations 2013. Generally, you will be a consumer if you are an individual rather than a business.
- 8.2 Under the Consumer Contracts Regulations 2013 you have a legal right to change your mind within 14 days of your acceptance of the Quote and receive a refund. If you cancel after we have started the Works, you must pay us for any services we provided up until the time you tell us that you have changed your mind.
- 8.3 If you do wish to cancel the contract, then you must do so in writing. A copy of the cancellation form you can use can be found in Schedule I, although you do not have to use this form.
- 8.4 Even if we are not at fault and you do not have a right to change your mind (see clause 8.2), you can still end the contract before it is completed by providing written notice.
- 8.5 If you end the contract in accordance with clause 8.4 then we will refund any sums paid by you for goods and services not provided but we will deduct from that refund (or, if you have not made an advance payment, charge you) the costs of the goods and services that we have supplied and the profit we would have made if we had completed the Works.
- 8.6 If you end the contract for any reason after goods have been dispatched to you or you have received them, you must return them to us. You must either return the goods by posting them back to us at our business address or (if they are not suitable

for posting) allow us to collect them from you. Please call us to arrange collection. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

9. OUR RIGHTS TO END THE CONTRACT

- 9.1 We may end the contract at any time by writing to you if:
- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
 - (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Works;
 - (c) you do not, within a reasonable time, allow us access to your premises to complete the Works;
 - (d) we consider (at our absolute discretion) that the working conditions are unsuitable and / or there is harassment of our employees, agents or contractors including verbal or physical abuse; or
 - (e) we consider (at our absolute discretion) that there is a Health and Safety risk if we continued with the Works, including the presence of hazardous material or infestations.
- 9.2 If we end the contract in the situations set out in clause 9.1 we will refund any sums paid by you for goods and services not provided but we will deduct from that refund (or, if you have not made an advance payment, charge you) the costs of the goods and services that we have supplied and the profit we would have made if we had completed the Works.

10. IF THERE IS A PROBLEM WITH THE WORKS

- 10.1 If you have any questions or complaints or are not wholly satisfied with the Works, then please contact us in writing within 12 months of completion of the Works and we will aim to rectify any defect in the Works in accordance with your statutory rights and our guarantee as per the rest of this clause 10. If you fail to notify us within 12 months then we shall not be liable for any defect in the Works undertaken.
- 10.2 The Works described in the Quote will be guaranteed for a period of twelve months from the date of completion, (provided payment in full has been made) against faulty design and workmanship. The goods supplied by us will be subject to the suppliers/manufacturers guarantees. Your Statutory Rights are not affected by this guarantee.

- 10.3 The guarantee shall be for labour only in respect of faulty workmanship for 12 months from the date of completion and with the manufacturer's warranty in force. The Guarantee will become null & void if the work or goods completed or supplied by us is subject to misuse or negligence or repaired, modified or tampered with by anyone other than us or our representatives.
- 10.4 This guarantee does not cover the following situations.
- (a) any existing, installed equipment, pipework or fittings;
 - (b) any work in respect of blockages in waste and drainage systems;
 - (c) any work undertaken on instruction from you and against the written or verbal advice from us;
 - (d) any work undertaken on inferior quality systems or goods over ten years old; or
 - (e) any work undertaken by us where we have notified you of other related work which requires attention, but you have not instructed us to carry out this related work.
- 10.5 Warranties for fixtures, fittings and appliances are supplied direct from the manufacturer. Details of these warranties can be found on the manufacturers website or by contacting the manufacturer. If you would like to request warranty information prior to work commencing for any items included in our Quote, we will be happy to assist you in locating the relevant information.
- 10.6 We will not accept any liability for or guarantee the suitability of any goods supplied by you and will not be liable for any consequential damage or fault by using such goods.

11. PRICE AND PAYMENT

- 11.1 The price of the Works (which includes VAT) will be the price set out in our Quote, unless we have agreed another price in writing. Payment terms and how to pay will be set out on the invoice.
- 11.2 If the rate of VAT changes between your order date and the date we supply the good and services, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 11.3 We will send you an invoice when we have completed the Works setting out the amount due and how to pay. Depending on the Works you have asked us to provide we may ask for a part payment of the Contract Price in advance to cover initial costs. If we do ask for a payment upfront, we will not place any orders for goods until payment has been made.

11.4 If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 5% a year above the base lending rate of Lloyds Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount. Where an account has become overdue, we reserve the right to use third party debt collectors and any additional costs incurred through this process shall be passed on to the client.

12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

12.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us prior to accepting the Quote.

12.2 We do not exclude or limit our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation and for a breach of your statutory rights in relation to the Works.

12.3 Subject to clause 12.2 our total liability to you shall not exceed the Contract Price.

12.4 We will have no liability to you for:

- (a) Any loss of profit, loss of business, business interruption, or loss of business opportunity.
- (b) Any claim, damages, or other liability that you may incur for failing to obtain the necessary permissions, licences, certificates or consents from third parties for the Works.
- (c) Any damage we cause in order to obtain access to allow us to carry out the Works, for example removing floor coverings, floorboards or casing surrounding pipes.

12.5 Subject to clause 12.4(c), we will make good any damage to your property caused by us while supplying the Works but will not be responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the Works.

13. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 13.1 We will use the personal information you provide to us:
- (a) to provide the Works;
 - (b) to process your payment for the Works.
- 13.2 **We will only give your personal information to third parties where the law requires us to do so.**

14. OTHER IMPORTANT TERMS

- 14.1 **Delay in enforcing the contract.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 14.2 **Severance.** If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 14.3 If any provision or part-provision of this agreement is deemed deleted under clause 14.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 14.4 **Third party rights.** Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 14.5 **Entire agreement.** This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 14.6 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

14.7 **Variation of the terms & conditions.** These terms & conditions may not be released, discharged, supplemented, interpreted, varied or modified in any manner except in writing signed by us and you. Further, these terms & conditions shall prevail over any terms & conditions used by the Customer or contained or set out or referred to in any documentation sent by you to us.; by entering into a contact with us you irrevocably agree to waive the application of any such terms & conditions.

14.8 **Governing law.** This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

SCHEDULE I – CANCELLATION FORM