

SE Plumbing & Heating

TERMS & CONDITIONS OF BUSINESS

DEFINITIONS

In this contract the following terms shall have the following meaning and the headings in these Terms and Conditions are for convenience and shall not affect their interpretation.

For the purpose of these Terms and Conditions the following words shall have the following meanings:

- 1) "The Contractor" shall mean SE Plumbing & Heating.
- 2) "The Customer" shall mean the person, Organisation, firm or Company for whom the Contractor agrees to carry works and/or supply materials.
- 3) "The Operative" shall mean the Representative or Sub-contractor appointed by the Contractor.
- 4) "The Goods/Materials" shall mean all or any materials that form the subject of this contract to include parts and components of/or material incorporated in them.
- 5) "Specified Service" shall mean the service to be provided by the Contractor to the Customer.

QUOTATIONS

The Contractor shall not be under any obligation to provide a Quotation to the Customer and shall only be bound (subject as hereinafter) by Quotations given in writing to the Customer and signed by a duly authorised representative of the Contractor. The Contractor shall not be bound by any Quotation given verbally or in which manifest errors occur.

HOURLY RATE WORK

The total charge to the Customer shall consist of the cost of materials supplied by the Contractor (not exceeding the trade purchase price of materials + 20%) and the amount of time spent by the Operative in carrying out works (including all reasonable time spent in obtaining un-stocked materials) charged in accordance with the Contractors current hourly rates. The Customer shall only be charged for the time spent related to the Customer's work at the hourly rate, all other time, personal mobile calls etc. is non-chargeable.

INVOICES

Invoices are due for payment immediately upon delivery/completion of works. Any part of that invoice which remains unpaid shall carry interest at the rate of 15% over the base rate until payment in full is received by the Contractor. All amounts due under this Contract shall be paid for in full, without any deduction or withholding other than such may be required by law, and the party owing such amounts shall not be entitled to asset any credit, set off or counter claims against the other party in order to justify the withholding of payment of any such amount in whole or part.

EMERGENCY WORK

If we're helping you with an emergency, then we will endeavour to do our best and where possible attend within two hours of your call. However should unforeseen circumstances arise this may not always be possible, such as problems getting to you because of things out of our control, such as sickness, traffic delays or bad weather conditions etc. SE Plumbing & Heating shall not be held responsible or liable for any damages caused as a result of any delay in attending.

COMPANY

The Contractor reserves the right to refuse or decline work at its own discretion. Where the Contractor agrees to carry out work for the Customer those works shall be undertaken by the designated Operative of the Contractor at its absolute discretion.

DATE/TIME

Where the date and/or time for works to be carried out is agreed by the Contractor with the Customer, then the Contractor shall use its best endeavours to ensure that the Operative shall attend on the date and at the time agreed. However, the Contractor accepts no liability in respect of the non attendance or late attendance on site of the Operative/engineer or for the late or non delivery of materials.

ASSIGNMENTS AND SUB-CONTRACTING

This Contract shall not be assigned or transferred nor the performance or any obligation sub-contracted, in either case by the Customer, without written consent from SE Plumbing & Heating. Engineers/sub-contractors operate under their own Public Liability Insurance and Gas Safe Registration. Engineers/sub-contractors are solely responsible for any Gas related work and subsequent liability.

GUARANTEE/WARRANTY

All parts installed by SE Plumbing & Heating will be covered by the Manufacturing warranty. The warranty will run for the period of time stated under the Manufacturer. Should parts be found to be faulty after installation and not faulty due to installation, then the labour to replace the parts will be chargeable as per the normal rates of SE Plumbing & Heating. SE Plumbing & Heating provide no warranty/guarantee against blockages in wastes or drainage works etc.

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. The Guarantee will 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 a Company operative.

The Company will accept no liability for, or guarantee suitability, materials supplied by the Customer and will accept no liability for any consequential damage or fault.

The Contractor 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 Contractor and payment in full has been made. Any non-related faults arising from recommended work which has not been undertaken by the Contractor will not be guaranteed. The Contractor shall not be held liable or responsible for any damage or defect 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/Engineer either verbally or indicated in ticked boxes or in Comments/Recommendations of any other related work which requires attention. The Customer shall be solely liable for any hazardous situation in respect of Gas Safe Regulations or Gas Warning Notice issued.

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

WAIVER

The waiver of forbearance or failure by or of a party in insisting in any one or more instances on the performance of any provisions of this contract shall not be construed in any circumstances as a waiver or abandonment of that party's rights to future performance of such condition and the other party's obligation in respect of such future performance shall continue in full force and affect.

PROPER LAW

This contract shall be governed by and construed in accordance with English Law and each party shall agree to submit to the exclusive jurisdiction of the English Courts as regards to any claim or matter arising under this contract.

ARBITRATION

Any disputes which arise out of or in conjunction with this contract of whatever nature shall if practicable, be settled by negotiation between the parties. If such disputes are not resolved within twenty-one days of such negotiations commencing then the matter shall be referred to arbitration, the ruling in such arbitration being binding on the parties. The parties shall agree on the identity of the arbitrator and in the event of their failing to agree the arbitrator shall be appointed by chartered institute of arbitrators.

SUPERVENING ILLEGALITY

If any term of this contract is held by any Court of Law or in arbitration to be illegal or unenforceable in whole or part, such term of part shall to the extent be deemed not to be part of this contract, and the validity of the remainder of the contract shall not be affected. The Customer shall be solely liable for any hazardous situation in respect of any Regulations, Gas or Electrical Warning Notice issued.

Operatives/sub-Contractors commissioned by SE Plumbing & Heating, operate under their own registration and public liability insurance and as such are solely responsible for any related works and subsequent liability. The Company shall be entitled to fully recover costs or damages from any Operatives/sub-contractors whose negligence or faulty workmanship results in the Contractor being made liable for those damages of rectification of the work.

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 authorised representative of the Contractor and by the Customer. Further, these Terms and Conditions shall prevail over any Terms and Conditions used by the Contractor or contained or set out or referred to in any documentation sent by the Customer to the Contractor; by entering into a contract with the Contractor the Customer agrees irrevocably to waive the application of any such Terms and Conditions.

The Contractor 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 its reasonable control, and the Contractor shall be entitled to a reasonable extension of the time for performing such obligations.

ROMALPA CLAUSE

IN RESPECT OF THIS INSTALLATION, THE PROPERTY OF THE GOODS SHALL NOT PASS TO THE CUSTOMER UNTIL PAYMENT IS MADE IN FULL ON THE PURCHASE PRICE AND UNTIL SUCH TIME THAT CUSTOMERS WILL PERMIT THE CONTRACTORS AGENT TO ENTER PREMISES TO REPOSSESS THE GOODS. ALL MATERIALS/GOODS BELONG TO SE PLUMBING & HEATING UNTIL PAID FOR IN FULL.