

TERMS & CONDITIONS

These terms and conditions are correct at time of going to print: 09 October 2020 but may be subject to change. Latest copies are held on the website and in the office.

1. Parties, definitions and interpretation.

For the purpose of these terms & conditions the following words shall have the following meanings: (a) "The Company" shall mean Christy Plumbing & Heating Limited. (b) "The Customer" shall mean the person or organisation for whom the Company agrees to carry out works &/or supply materials. (c) The "Operative" or "Engineer" shall mean the representative appointed by the Company. (d) "Works" means the works described in the Company's quote/estimate and/or as described in the Company's work or servicing record or any other document or email issued by the Company, as may be varied by agreement in writing between the parties. (e) "Contract" means the agreement between the Customer and the Company to carry out the works.

2. General.

The Company reserves the right to refuse or decline work or orders 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. The price, estimates/quotes and variations.

VAT is charged at the prevailing rate except in cases where the work carried out is zero rated.

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 + 20%+VAT) & the amount of time spent by the Operative in diagnosing, investigating, researching, administrating & carrying out Works (including all reasonable time spent in obtaining unstocked materials) charged in accordance with the Company's current hourly rates +VAT.

A minimum of one hour will be charged on all jobs, thereafter Work is charged in 30minute increments. The Customer shall only be charged for the time spent related to the Customer's Work, all other time, personal mobile calls etc. is non-chargeable.

The Company shall make an administration charge shall be made for all paperwork requested including certificates, warranties, risk assessments, methods statements, this charge will be no less than the minimum one-hour rate +VAT.

The Company shall make a telephone advice charge of £25.00 +VAT may be charged for advice which results in the Customer being able to resolve their issue without the Operative attending.

FIXED PRICE WORK. Fixed price work shall be given as an estimate or quote, (manifest errors exempted) including labour & materials.

Hourly and fixed price works are based on the works taking place Monday-Friday 8am to 5pm. Works taking place outside of these times, including bank and public holidays, may be subject to additional charges.

QUOTES/ESTIMATES. Quote/estimates are valid for 30days from the date of the quote/estimate. If prior to carrying out the Works there is an increase to the Company in the cost of any relevant parts, materials or other items, equipment hire or transport, as imposed by suppliers, since the date upon which the estimate/quote was provided, the Company reserves the right to inform the Customer and to provide a revised quote/estimate incorporating that increase. The quote/estimate is for carrying out the scope of Works described in the quote/estimate and based on the information given by the Customer including their description/specification. Unsighted exceptions excluded.

If during the conduct of the survey or the Works it is apparent that the information was insufficient or incorrect in any respect, the Company reserves the right to inform the Customer and to increase the quoted/estimated price to take into account the revised information.

The Customer must ensure the description of the scope of Works is satisfactory before placing the order.

No making good to the Customer's property will take place without it being specified by the Customer and detailed in the Company's quote/estimate.

Where a written quote/estimate has been supplied to the Customer the total charge to the Customer referred to in the estimate 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 or VAT,
- (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 delays are caused by the Customer, or third parties or other contractors and further visits are consequentially required,
- (v) if after submission, problems arise, or additional works are

required from unsighted exceptions,
(vi) if after submission of the estimate it is discovered that there was a manifest error when the estimate was prepared.

The Company shall not be under any obligation to provide an estimate/quote to the Customer & shall only be bound (subject as hereinafter) by quotes/estimates given in writing to the Customer & signed by a duly authorised representative of the Company. The Company shall not be bound by any quotes/estimates given orally or in which manifest errors occur.

4. Materials.

For materials, parts or other items that are not carried as part of the Company's standard van stock, unless it is with respect to Works for which there is a quote/estimate which includes all collection fees, the Company may charge a collection fee. Where an item is not easily sourced or generally held by the major suppliers used by the Company and it considers that significant time will need to be spent tracing and then collecting it, the Company will inform the Customer in advance unless the Customer sources the items itself, this will be charged on a time basis as per the Company's standard hourly rates +VAT.

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

Any parts or materials supplied by the Company will only be provided with the manufacturers or suppliers guarantee and are not guaranteed by the Company.

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

5. Customer's obligations

The Customer shall:

- ~ensure that the terms of the Order and any information it provides are complete and accurate;
- ~co-operate with the Company in all matters relating to the Works;
- ~provide the Company, its employees and sub contractors, with access to the Customer's premises, and other facilities as the case may be as reasonably required by the Company;
- ~provide the Company with such information and materials as the Company may reasonably require in order to supply the Works, and ensure that such information is complete and accurate in all material respects;
- ~prepare the Customer's premises for the supply of the Works including clearing the access/egress and work area ;
- ~obtain and maintain all necessary licences, permissions and consents which may be required for the works before the date on which the works are to start;

~comply with all applicable laws, including health and safety laws;
~ The Customer is also liable for the status of any health and safety obstructions, obstacles, hazard or similar including asbestos, lead paint, and glazing.

~keep all materials, equipment, documents and other property of the Company at the Customer's premises in safe custody and not dispose of or use the Company's Materials or equipment other than in accordance with the Company's written instructions or authorisation.

~Notifying the Company of any local restrictions that could impact on the delivery of the works, for example, parking restrictions, step stairs, no access equipment or lighting.

The Customer agrees to have someone at the property during the works and comply with any additional obligations as set out in the quote/ estimate/Contract.

The Customer shall be liable for the condition/status of the property including existing pipework, services, appliances, sanitaryware, brassware; as well as heating, hot water, electrical and air-conditioning, waste and drainage systems and is responsible for disclosing any existing issues, faults or defects which may affect any surveys, quotes/estimates or works including boundary issues.

The Customer is responsible for ensuring all services can be turned off locally.

For service bookings the appliance must be in an accessible, working and serviceable condition, if the Operative is unable to carry out the works due to the appliance not being accessible or in a working & serviceable condition the Company reserves the right to charge according to the Company's current rates +VAT.

The Customer must clearly identify positions/sites for equipment/appliances for example boilers, flues, pipework, radiators, sanitaryware etc – if the customer does not identify positions/siting then Christy Plumbing & Heating Ltd will install and position items using its judgement, and if the customer is not satisfied with the position/siting the Customer is liable to pay for the initial works and subsequent changes. The Company will propose the Works in line with manufacturer's recommendations, British Standards or current regulations, if the Customer does not want the Works carried out to that process, the Company will not be liable for consequential Works or implications for warranties/guarantees.

The Customer must obtain any permission for the Company to proceed over property belonging to third parties if this is necessary for the proper execution of the Works and shall obtain any permission necessary to carry out work on property belonging to third parties. The Customer shall indemnify the Company against all claims of whatsoever nature made by such third parties arising out

of the presence of the Company its employees, agents or sub-contractors on the Customer's or such third parties' property save where such claim results directly from negligence on the Company part. The Customer shall be liable to the Company for all loss or damage whether direct, indirect or consequential which is suffered by the Company as a result of failure or delay by the Customer in performing the obligations referred to in this paragraph.

All specification, materials and fittings supplied by the Customer must have been checked by the Customer in advance of the commencement of Works, and materials & fittings must be on site at the commencement of Works.

If the specification made by the Customer includes working with other contractors, the Customer shall be liable for any additional costs incurred by the Company if Works are delayed by any means.

If the Company attend to carry out the Works and is unable to carry out the Works due to the actions of the Customer, the Customer is liable to pay the Company's minimum charge +VAT.

6. Payment.

The Company will seek to submit invoices to the Customer within a reasonable time after the completion of works. Invoices are due for payment within 14 days of the date of the invoice. Any part of that invoice which remains unpaid shall carry interest as defined in the County Court Act until payment in full is received by the Company. Non-payment of the invoice or any part of the invoice may result in mediation and/or legal action and subsequent charging or recovery orders.

For works over £500.00, 30% will be required with the order, and the balance on completion of works.

Where works have been completed subject to snagging, 95% of all amounts outstanding must be paid on such completion and the Customer must provide access to the Company without delay to enable the snagging to be finalised. The balance of 5% is payable upon the completion of snagging or, if access has not been made available to carry out the snagging within 14 days of completion, at the expiry of such 14-day period.

The Company will not disclose material or base costs unless by prior agreement.

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 &/or supply materials that he/she is acting on behalf of a third party (including, but not limited to, a Limited Company or partnership) & receiving a written quote/estimate, the name of the third party appears on the written quote/estimate. Where the Customer is representing a third party, in the event of non-payment by the Customer, the third party will be responsible for payment.

The Company will not be required to issue or deliver any certificates, guarantees or other similar documents regarding the works until payment has been made in full.

7. Scheduling works.

Dates specified for the commencement and completion of the Works are estimates only. Where possible the Company will try to carry out emergency works in one visit however the Customer should not expect that the job will be completed in one visit or by the same Operative, or on the same day because not all parts/materials may be available and return visits may be required. Where the date &/or time for works to be carried out is agreed by the Company with the Customer, then the Company shall use its best endeavours to ensure that the Operative shall attend on the date & at the time agreed. However, the Company 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 or the delivery of defective materials. Unless the Company and the Customer agree on a date for Works to be completed in writing, the Company cannot be held to any deadlines for completion.

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 its reasonable control & the Company shall be entitled to a reasonable extension of the time for performing such obligations. The Company will use all reasonable endeavours to carry out the Works on the agreed dates but shall not be under any liability to the Customer if it should be either impossible or impracticable to carry out the Works on the agreed dates or at all, by reason of strike, lock out, industrial dispute, act of God or any other event or occurrence beyond the Company's control.

Hourly and fixed price works are based on the works taking place Monday-Friday 8am to 5pm. Works taking place outside of these times, including bank and public holidays, may be subject to additional charges.

8. Cancellation.

You have the right to cancel within 14 days of entering into a Contract for the Company to carry out works. The cancellation period begins when the Contract is entered into and ends at the end of the 14 days after the day on which the Contract is entered into. If the works commence during this cancellation period, then the Customer shall be liable for any related expenditure up to the date of cancellation, together with the profit that would have been made by the Company had the work been carried out &/or materials supplied in accordance with such instructions. If the service has been fully completed during the cancellation period, you will have lost your right to cancel. After the period of 14 days

following the entering of the Contract, if the Customer cancels their instructions prior to any work being carried out or materials supplied then the Customer shall be liable for any related expenditure up to the date of cancellation, together with the profit that would have been made by the Company had the work been carried out &/or materials supplied in accordance with such instructions. Cancellations must be made in writing and the Company will accept cancellations by letter, personal visit (to deliver a notice or letter) or email. If sending the notice by post the Customer is advised to send it by recorded delivery and have proof of posting.

The Customer may use the model cancellation form, but it is not obligatory. Failure of the Customer to notify the Company that they wish to cancel the attendance/Works will result in a charge equal to the Company's first hour rate plus VAT, together with the cost of materials supplied in accordance with such instructions. Cancellations must be made in writing and the Company will accept cancellations by letter, text, personal visit (to deliver a notice or letter) or email. Notice of cancellation is required within 2 hours from the attendance request. On arrival, the first hour charge fee will apply regardless of whether the Company is still required.

9. Inspection of works and complaints procedure.

The Customer shall inspect the Works as far as it is reasonably possible to do so immediately upon their completion (though failure to countersign the relevant Works Sheet shall not imply rejection of the Works) and, if it considers that the Works or any part thereof are not in accordance with the quote/estimate/Contract, it shall within 7 days from the date of inspection give detailed notice in writing thereof. In the absence of any such notice, the Works shall be conclusively presumed to be complete and free from any defect which would be apparent on reasonable examination.

If the Customer gives the Company a notice that the works or any part thereof are not in accordance with the quote/estimate/Contract, the Company shall be given access the site to examine the complaint and, if the Company agrees that the Works were not completed in accordance with the quote/estimate/Contract, to make good, at the Company's own cost and expense, any defect. If the Company does not agree with the Customer's complaint, the Customer shall be entitled to refer the matter to the relevant trade accreditation body with a view to mediation in accordance with the recommendations of the body, failing which the Customer shall be deemed to have withdrawn its complaint and shall be obliged to make payment in full for the Works.

If the Customer involves a third party contractor prior to giving the Company a reasonable opportunity to correct any agreed defect or prior to exhausting the procedure recommended by the relevant accreditation body, any such involvement shall be at the

Customer's own cost and expense and the Company shall be entitled to payment in full .

The Company undertakes to repair or make good any defect in completed Works which appears within 12 months of completion of the same to the extent that such defect arises from a breach of the Company's obligations under the quote/estimate/Contract and provided that details of the defect are notified by the Customer to the Company in writing within such period and that the Company and its insurers are given the opportunity of inspecting the Works and the alleged defect. This undertaking shall only apply to Works carried out and completed and invoiced by the Company and which is paid for by the Customer by the due date for payment.

If the Company returns to the site at the Customer's request to review a claim under this undertaking and it transpires that the defect had not arisen as a result of a breach of the quote/estimate/Contract on the part of the Company, the Company reserves the right to charge the Customer for the visit at its minimum/hourly charge +VAT.

The Company reserves the right not to carry out any work under this section where the Customer cannot evidence that the work was originally carried out and completed by the Company or where payment has not been made in full for such work.

The exclusions referred to in paragraph above are:

- Parts, materials and other items will be provided only with the benefit of the manufacturer's and/or supplier's guarantee, and are not guaranteed by the Company.
- Systems or structures not installed by the Company.
- Any recall arising from circumstances or factors known to the Customer but not notified or disclosed to the Company prior to the work having been undertaken.
- Defects resulting from misuse, wilful act, or faulty workmanship by the Customer or anyone working for or under the direction of the Customer (other than the Company).
- Structural defects encompassing but not limited to subsidence and its resultant effect.
- Damage to drainage systems caused by root penetration or any other outside force.
- Any roofing work .

The Company will aim to acknowledge the complaint within 5 working days and actively seek to resolve complaints within 28 days although some complaints because of their complexity may take longer. All complaint outcomes will be recorded and monitored.

10. Warranties/ guarantees.

The Company guarantee shall be for labour only in respect of faulty workmanship for 12 months from the date of completion. Materials supplied by Christy Plumbing & Heating Ltd will be covered by manufacturers or suppliers' warranty/guarantee. Some

Work/repairs that has been carried out may not be able to be guaranteed and will be marked on the quote, estimate or invoice. The Company guarantee will become null & 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; for the specification or materials supplied by the Customer & will accept no liability for any consequential damage or fault.

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

The Company shall only be liable for rectifying Works completed by the Company & shall not be held responsible for ensuing damage or claims resulting from this or other work overlooked or subsequently requested & not undertaken at that time.

The Company will not guarantee any work undertaken on instruction from the Customer & against the written or verbal advice of the Operative/Engineer.

Work is guaranteed only in respect of Work directly undertaken by the Company & payment 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 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 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 Warning Notice issued.

Where the Company agrees to carry out Works on installations of inferior quality, or not to current British Standards, or over ten years old at that date no warranty is given in respect of such works & the Company accepts no liability in respect of the effectiveness of such Works or otherwise.

Connections to existing pipework, services, fittings, water tank systems, sanitaryware, brassware, sinks, and existing flue or condense installations are made at the Customer's risk.

The Company will accept no liability for, or guarantee suitability;

existing services, appliances or equipment supplied by the Customer & will accept no liability for any consequential damage or fault.

11. The Company shall be entitled to fully recover costs or 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.

12. These terms & 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 Company & by the Customer. 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 the Customer to the Company; by entering into a Contract with the Company the Customer agrees irrevocably to waive the application of any such terms & conditions.

13. 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.

Until such time as title in the such goods has passed to the Customer: (i) the Company shall have absolute authority to repossess, sell or otherwise deal with or dispose of all any or part of such goods in which title remains vested in the Company, (ii) for the purpose specified in (i) above, the Company or any of its agents or authorised representatives shall be entitled at any time & without notice to enter any premises in which goods or any part thereof is installed, stored or kept, or is reasonably believed so to be. (iii) the Company shall be entitled to seek a court injunction to prevent the Customer from selling, transferred or otherwise disposing of such goods.

Notwithstanding the foregoing, risk in such goods shall pass on delivery of the same to the Customer, & until such time as title in such goods has passed to the Customer, the Customer shall insure such goods to their replacement value & the Customer shall forthwith, upon request, provide the Company with a certificate or other evidence of such insurance.

These terms & conditions & all contracts awarded between the Company & Customer shall be governed & construed in accordance with English law & shall be subject to the exclusive jurisdiction of the English law.

Registered address: Cheribourne House. 45a Station Road, Willington. Bedfordshire. MK44 3QL. Registered in England No: 7172135. VAT No: 905318245.