

**STANDARD TERMS AND CONDITIONS
FOR SUPPLY OF GOODS AND SERVICES**



OF

CS Heating & Plumbing Limited

1 DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1 "Agreement" means these Terms and Conditions together with the terms of any applicable Quotation Document;
- 1.2 "Customer" means the organisation or person who purchases goods and services from the Supplier;
- 1.3 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable;
- 1.4 "Quotation Document" means the statement of work and quotation attached to this contract describing the goods and services to be provided by the Company and forming part of this contract;
- 1.5 "Instant Quotation" means a quotation given to a customer by telephone or email. In situations where a customer is booking in remedial works or booking further works following a initial diagnosis visit.
- 1.6 "Company" means CS Heating & Plumbing Limited company number 06977235 whose registered office is at Unit 88 John Wilson Industrial Estate Harvey Drive Chestfield Whitstable Kent CT5 3QP.

2 GENERAL

- 2.1 These Terms and Conditions shall apply to all contracts for the supply of goods and services by the Company to the Customer.
- 2.2 Before the commencement of the services the Company shall submit to the Customer a Quotation Document or Instant Quotation which shall specify the goods and services to be supplied and the price payable. The Customer shall notify the Company immediately if the Customer does not agree with the contents of the Quotation Document or Instant Quotation. All Quotations shall be subject to these Terms and Conditions.
- 2.3 The Company shall use all reasonable endeavours to complete the services within estimated time frames but time shall not be of the essence in the performance of any services.

3 PRICE

- 3.1 The price for the supply of goods and services are as set out in the Quotation Document or Instant Quotation.
- 3.2 The Company shall invoice the Customer.

4 PERIOD OF VALIDITY OF QUOTATION

- 4.1 The Quotation Document is valid for 90 days from the date of the Document.
- 4.2 The Company reserves the right to adjust the Quotation Document to meet price variations in labour or materials.

5. VARIATIONS & ADDITIONAL WORK

Additional work undertaken on instruction from the Customer will be charged at the prices prevailing at the time such work is carried out, unless agreed in writing with the Customer beforehand. This must be paid to the engineer or the Company upon completion of works.

6. OVERTIME

The price set out in the Quotation Document is based on the work being carried out during normal working hours of the industry. No additional payment will be charged if the engineer works beyond their planned days' work, unless it has been agreed previously and set out in the Quotation Document.

7. PAYMENT

- 7.1 All payments (including final installation payments), should be made to the engineer on production of an invoice and completion of works or as part of an agreed 'progress payment plan' set out in the Quotation Document. If work is carried out and fully functioning but awaiting a part e.g. damaged casing etc., then the cost of the outstanding item may be deducted from the invoice total until the item is rectified.

- 7.2 Progress payments (used for large works), where arranged, will be as agreed with the Company. A progress payment schedule will be confirmed in writing in the Quotation Document, but a 50% deposit will be required at time of order. Failure to deliver such payments will entitle the Company, if it so decides, either to suspend work on the contract until payment is made or to determine the contract by notice in writing and, upon such determination, the Customer shall be liable to pay:-
- a) The total value of work completed at the date of determination;
 - b) Total value of work begun and executed and not completed at the date of determination;
 - c) The cost of materials or 'goods' properly ordered for the works for which the Company shall have paid or are legally bound to pay;
 - d) Any direct loss and/or damage caused to the Company by the determination;
 - e) The cost of passing the debt to collection agencies.
- 7.3 Hitachi Finance - Where a Customer has taken Hitachi Finance on Worcester boilers it is the responsibility of the Customer to ensure the credit application paperwork is completed to ensure commencement of work. The Customer must complete the Hitachi customer satisfaction survey before the engineer leaves the completed job to ensure payment can be passed to the Company from Hitachi.
- 7.4 If payment is not forthcoming beyond the 30th calendar day after the date of the invoice, then the Company may take the following actions ;
- a) If payment is not received within payment terms agreed as stated above, the Company reserves the right to add a 20% charge to the account and forward it to its external debt collection agents for collection. It is the responsibility of the Customer to ensure that the payment(s) will be received. Overdue balances that are passed to external debt collection agents may affect credit rating. After instruction has been given to a third party no communication will be entered into from the Company or its operatives.
 - b) The Company reserves the right to charge the Customer on overdue accounts at a daily penalty rate of £5 per day from the date of the invoice.
 - c) See 'Materials' paragraph
 - d) Guarantees not being validated including workmanship and manufacturer guarantee.

8. QUERIES/COMPLAINTS PROCEDURE

- 8.1 Any queries must be raised prior to payment becoming due. The Company will not be liable for queries raised after such time has elapsed. Should the customer have reason to complain over workmanship or material failure, this must be submitted in writing to the Company at the earliest possible opportunity.
- 8.2 The Company has the right to charge incurred expenses should any materials or workmanship be unreasonably reported as faulty.
- 8.3 Queries cannot be used as leverage for non-payment of invoice, but an agreed interim payment will be agreed should the query be valid and will be in writing from the Company. As such, resolution of the query/complaint will deem the remainder of the invoice payable immediately. In cases of dispute the Customer is only entitled to withhold a maximum of 10% of the price unless otherwise agreed.

9. MATERIALS

- 9.1 The property in unfixed materials shall not pass until all materials have been paid for in full. All materials on the site, fixed or unfixed, are at the sole risk of the Customer. In the event of any of the same being damaged, destroyed or stolen, the Company shall be entitled to full payment.
- 9.2 Any work damaged, destroyed or lost, and the cost of replacing any such materials and of reinstating or restoring any such work, shall be chargeable to the Customer.
- 9.3 The Customer shall not be responsible for any loss occasioned solely by the negligence of the Company's employees or agents.

10. GUARANTEE

- 10.1 The Company will repair, or if necessary, replace free of charge to the Customer any materials or work found to be defective if the defect is due to faulty manufacture or bad workmanship and is brought to its attention within 12 months of the completion of the work.
- 10.2 Any extended warranties are covered by Manufacturers and the Manufacturers Terms and Conditions. To maintain Manufacturers guarantee the appliance will need an annual service carried out by an accredited and Gas Safe engineer. This will be chargeable at current rate. Materials or appliances (used or new) supplied by the Customer are not covered under this guarantee. Servicing of domestic gas appliances is covered by a twenty-eight day guarantee only.

10.3 Any other condition or warranty whether expressed or implied by Statute of Common Law is excluded so far as the law allows provided always that:-

- The Company accepts no responsibility for any drawing, design or specification not prepared by it and as such the Company does not offer any warranty, guarantee, representation or opinion of the practicality of work to be executed by the Company in accordance with such drawing, design or specification and the cost of any additional work caused by defects in any such drawings, designs or specifications shall be chargeable as an extra by the Company;
- The Company shall not be liable for any consequential loss or damage caused directly or indirectly by any defect or otherwise howsoever caused. The guarantee is not transferable;
- The Company shall not be liable for any loss or damage, direct or indirect, for any extra work entailed due to the apparatus being put into operation by the Customer or by the Company at his request before it is handed over for beneficial use. This guarantee is not transferable to third parties

11 DRAWINGS

Unless expressly stated, drawings submitted with the Quotation Document shall not be binding as to detail.

12 THIRD PARTY LIABILITY

12.1 The Company shall not be liable for and the Customer shall indemnify the Company (other than the negligence of the Company or its employees) against any claim by or loss or damage to any person or property directly or indirectly occasioned by or arising from the use of operation or possession of the works.

12.2 This indemnity shall extend to the costs of any legal proceedings.

13 COMPLIANCE WITH LAW AND GOVERNMENT REGULATIONS

Acceptance of the Quotation Document constitutes a warranty and representation by the Customer that he/she has complied with every applicable Statute Order in Council Regulation or Direction Bye-Law or other lawful requirements or instruction whether of the Government or of any local or other lawful authority and in particular that he has lawfully obtained every necessary licence, permit or authority that may be required in connection with the work.

14 COMPLETION AND DELIVERY / PROGRAMME OF WORKS

Every effort will be made to meet the Customer's requirements providing fair notice is given. However, the Company accepts no liability for any loss or inconvenience arising from delays due to labour disputes, lockouts, fire, flood, theft, malicious damage by others, shortage of materials, adverse weather conditions or other causes beyond the Company's control.

15 EXCLUSION

Unless specifically stated, the Quotation Document does not include the costs of making good decorations, walls, floors or other parts of the premises, nor for the supply and erection of scaffolding (even if the Company have quoted work off ladders but find on commencement that it is impossible to carry the work out safely), fuel, water, gas or electrical current, fees of district surveyors, insurance inspectors or other inspecting authority.

16 DAMAGE & MAKING GOOD

16.1 Whilst every care is taken to ensure there is no damage, Customers are advised to remove or cover floor covering, furniture, objects from walls etc. in the room or area that work is to be carried out, when there is a possibility of damage, as no responsibility can be accepted by the Company.

16.2 The Company accept no responsibility for damage caused by other trades. Unless specified within the Quotation Document, all making good is the responsibility of the Customer. Cuts or holes made specifically for the purpose of these quoted works shall be made good but not permanently decorated or finished. Floorboards will be replaced but flooring will not be permanently fixed.

17 DEFECTS

No responsibility will be accepted by the Company for defects in the original or existing system which comes to light after a new boiler or control have been installed. Any further works required will be payable by the Customer at the existing current rate.

18 EXISTING SUPPLIES AND APPLIANCES

18.1 Gas, electric and water is assumed to be installed conforming to good practice and current regulations and that the electrical supply conforms to current regulations and is adequate for alterations proposed.

18.2 All gas appliances on the gas supply are presumed to be installed correctly and conform to manufacturers and gas safety regulations. Gas points are assumed live and in the case of a cooker the gas plug-in cock is positioned correctly behind where the cooker is to be installed.

18.3 Failure in any of the above will result in additional costs. Cancellation of appliance installation will also incur restocking costs.

18.4 Earth Cross Bonding / Gas Supply and Water: unless set out otherwise in the Quotation Document, it is assumed that the cross bonding on the gas supply and water pipes is correct.

19 GAS COOKER

19.1 It is the responsibility of the Customer to confirm the correct space between the cooker and combustible materials.

19.2 A failure to do so may result in:

- (a) Cooker not being fitted;
- (b) Cooker being left forward of space; and/or
- (c) Additional costs

19.3 Cooker fitting price can include;

- Delivery
- Assembly
- Connection of hose
- Fitting of safety chain
- Commissioning
- Testing appliance
- Removal of rubbish

19.4 Gas plug-in cock must be situated correctly behind cooker, if this is not, and then additional charges will be made as in with any other additional work. The electrical supply must conform to regulations, be adjacent to the appliance and of sufficient power to supply the cooker otherwise additional charges will be made.

20 GAS FIRES

20.1 It is assumed the integrity of the chimney is in a good state of repair. Chimney to be found porous will be subject to additional costs. The chimney is the responsibility of the Customer. The chimney must be swept and certificated prior to installation of gas fire. This is not included in the cost of works unless stated.

20.2 Chimneys that do not conform or perform to gas safety regulations will be liable to additional costs. Standard fitting charge for gas fire includes fitting to a gas point within one metre of appliance centre, correct opening size including depth, must be free of loose material and have correct hearth size. Non-combustible materials must be used.

21. WATER/HEATING INTALLATIONS

The price set out in the Quotation Document or Instant Quotation is based on the assumption that existing plumbing and water pressure is in a satisfactory condition. Responsibility cannot be accepted for defects arising in water tanks/pipes etc. during or subsequent to installation of works.

22 POSITIONING OF FITTINGS ETC

22.1 Positions utilities, pipes and controls, if not provided for within the quotation or an associated drawing, are to be determined before commencement of work to the engineer on site.

22.2 For significant alterations or unusual placements then these changes are required to be notified by the Customer to the Company in writing, in sufficient time so as not to impede the progress of the work. Any extra work necessary to meet such changes will be chargeable and invoiced to the Customer in addition to what is set out in the Quotation Document.

23 SERVICING

23.1 In the case of central heating, gas fires, cookers, cylinders and water heaters, the service carried out will be to the gas burner, controls and combustion chamber, flue ways and flue, flue analysis will be carried out in most cases. Advice will be given freely but additional work will be charged extra.

23.2 It is assumed that all services are connected and systems are full with water prior to service. If this is not the case, then additional charges will be made. PLEASE NOTE: Appliances, in most cases, have to be stripped down to be serviced. During strip down and reassembly, if parts are noted as not to current standard or break due to wear and tear, replacement will not be covered by cost of service, therefore costs will be payable by the Customer.

24.3 Wear and tear of components within the Customers boiler will not be guaranteed after the day of service as those components were deemed to be working at time of service.

24 POWER FLUSHING

24.1 This very successful operation to remove debris and sludge which causes wear on valves, pumps, boiler and radiators, is carried out to the manufacturer's instructions. Whilst every effort is taken, due to the very nature of the process, it is not possible to guarantee that it will eradicate inherent problems. Water leaks may occur due to the removal of corrosion or debris and if this results in further works it would be at additional cost to the customer.

24.2 Whilst every effort is made by the Company to keep the Customers property clean and damage free, this very messy process will require the Customer to ensure affected areas are kept clear. Reasonable cost will be afforded to the Customer in cases of Company operatives neglect or bad workmanship.

25 VERTICAL FLUES

On installations requiring a vertical flue every effort will be made to complete the installation on schedule. However, in the event of inclement weather making it unsafe for either our own employees or an outside contractor to complete the installation of a vertical flue, there may be an unavoidable delay until such time as the work can be carried out safely.

26 ASBESTOS

26.1 Any price set out in the Quotation Document for or any work undertaken does not include the cost of removal of any asbestos which may be discovered upon commencement of any work or during work being carried out.

26.2 Upon discovery of any asbestos, work will immediately cease, and the Customer will be required to engage the services of a specialist asbestos company and the cost of any work undertaken by them will be the sole responsibility of the Customer

27 WAYLEAVES

The Customer shall be responsible for obtaining and retaining any necessary consents, easements, or way leaves and for any reinstatement of disturbed ground, in the case of extensions to underground works, or overhead distributing lines which are within the Customer's property, or on privately owned property over which the customer has rights of access to tenancy.

28 LICENCES

The Customer, prior to commencement of works, shall obtain any licenses, permits or other authority necessary for the execution of the work.

29 GENERAL

The above conditions shall apply not only to the Quotation Document or Instant Quotation but to all orders subsequently placed with the Company by or on behalf of the same Customer in connection with the same work unless otherwise agreed in writing.

30 INDEMNIFICATION

The Customer shall indemnify the Company against all claims, costs and expenses which the Company may incur and which arise, directly or indirectly, from the Customer's breach of any of its obligations under this Agreement, including any claims brought against the Company alleging that any goods and/or services provided by the Company in accordance with the Quotation Document or Instant Quotation infringes a patent, copyright or trade secret or other similar right of a third party.

31 LIMITATION OF LIABILITY

31.1 Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of the Company to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the price paid by the Customer to which the claim relates.

31.2 In no event shall the Company be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the Company had been made aware of the possibility of the Customer incurring such a loss.

31.3 Nothing in these Terms and Conditions shall exclude or limit the Company's liability for death or personal injury resulting from the Company's negligence or that of its employees, agents or sub-contractors.

32 TERMINATION

Either party may terminate this Agreement forthwith by notice in writing to the other if:

32.1 the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so;

32.2 the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;

32.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;

32.4 the other party ceases to carry on its business or substantially the whole of its business; or

32.5 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

32.6 If for any reason the contract is terminated by the Customer, his architect, or other agent or contractor before the work is completed or if the Customer, his architect or other agent or contractor interferes with or causes any unnecessary or unreasonable delay to the completion of the work, the Company shall have the right to determine the contract by notice in writing and upon any such determination, the Customer shall be liable to pay:

- The total value of work completed at the date of determination;
- The total value of work begun and executed and not completed at the date of determination;
- The cost of materials or goods properly ordered for the works for which the Company shall have paid or are legally bound to pay;
- Any direct loss and/or damage caused to the Company by the determination.
- Any charges for re-stocking standard appliances/materials/parts.
- Full payment for bespoke/custom built appliances/materials/parts.

33 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

34 INDEPENDENT CONTRACTORS

The Company and the Customer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. The Company may, in addition to its own employees, engage sub-contractors to provide all or part of the services being provided to the Customer and such engagement shall not relieve the Supplier of its obligations under this Agreement or any applicable Specification Document.

35 ASSIGNMENT

The Customer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Company.

36 SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

37 WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

38 NOTICES

Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Specification Document or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

39 ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Except in relation to an Instant Quotation referred to above, this Agreement may be varied only by a document signed by both parties.

40 NO THIRD PARTIES

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

41 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English and Welsh courts.