

Terms and Conditions for Hickings

1) Parties

In these terms and conditions (which are referred to in this document as “these terms”), “Client” shall mean the Client whose name and details appear in the Agreement to which these terms are a Schedule and “Contractor” shall mean Plumbing-Heating-Gas Limited with whom the Client Contracts upon the following terms and conditions in respect of the services to be provided. “Services” shall mean the work carried out by Plumbing-Heating-Gas Limited without an estimate.

2) General

2.1 – All estimates given by the Contractor and all orders and instructions given by the Client are governed by these terms. They supersede any other terms appearing elsewhere and override and exclude any other terms stipulated or incorporated or referred to by the Client whether in the order or instructions or in any negotiations or in any course of dealing established between the Contractor and the Client except where these terms are a Schedule to the Agreement between the Client and the Contractor, in which event these terms apply only to the extent not inconsistent with that Agreement.

2.2 – The Client acknowledges that there are no representations outside these terms and those on the face of the Contractor’s estimate or work authorisation which have induced him to enter into any contract with the Contractor and these terms and those on the face of the Contractor’s estimate or work authorisation shall constitute the entire understanding for the performance of work (and detailed in paragraph 4 below).

2.3 – No modification to these terms shall be effective unless made by an express written agreement between the parties. The signing on behalf of the Contractor of any documentation of the Client shall not imply any modification of these terms.

3) Estimates (does not apply to fixed quotes)

3.1 – Estimates by the Contractor are subject to withdrawal by the Contractor at any time before the receipt of an unqualified acceptance from the Client and shall be deemed to be withdrawn unless so accepted within 28 days from their date.

3.2 – Unless otherwise specified by the Contractor in the relevant estimate, estimates are not firm or fixed price quotations. They are estimates of the likely cost of the works and are based on the information made available to the Contractor. The Contractor’s final price will be calculated on the basis specified in the estimate, if any, or if none, in accordance with the Contractor’s standard day rate plus the cost of materials. Furthermore, the Contractor reserves the right to increase the price before carrying out the work by an amount equivalent to any increase to the Contractor in the cost of relevant materials since the date upon which the Contractor’s estimate, written or oral, was given, save that if this would increase the estimated price by more than 10%, the Client may cancel the contract provided he does so before the work is begun or any relevant materials are ordered.

3.3 – Once work is begun, if it becomes clear that further unforeseeable work is required in order to complete the project, the engineer will make all efforts to contact the client to advise of the extra costs of this work. If the Client is non-contactable, the engineer will continue with the work only on the basis that in stopping the work, it would hold the job up and prevent a timely completion.

4) The Price

Subject to clause 5 below, the price payable by the Client is calculated as specified in paragraph 3.

5) Fees and Expenses

5.1 Where work is not carried out under an Estimate, the Client agrees to pay us the labour fee for the supply of Services at the rate shown on the Plumbing-Heating-Gas Ltd website. In addition to the fee for labour, Plumbing-Heating-Gas Limited will charge the client for parking, materials, congestion charges and any other expenses or purchases required to carry out the Service.

5.2 Unless otherwise stated in writing by us, the Fee and all other prices and charges are inclusive of VAT.

5.3 Unless otherwise agreed in writing between us, we will take payment on your card, Cash or Bank Transfer at the end of the Service.

5.4 – In default of payment by you of an invoice on the due date:-

5.4.1 – Interest shall accrue at the rate of 4% above the base rate from time to time of National Westminster Bank plc on any amount overdue from the date payment fell due until the date payment is made in full; and

5.4.2 – We shall, at our sole discretion and without prejudice to any other of our accrued rights, be entitled to suspend the Services.

5.4.3 – There is an administration charge of £25.00+VAT for the late payment of any invoice. Late payment means more than 7 days after the date of the invoice.

5.4.4 – We require at least 24 hours' notice of a cancelled appointment. If this is not given, a charge will be made to the client depending on the length of time allocated for carrying out the Service or the Estimate. This will be advised to you before payment is taken on your card.

6) Payment of Estimates and projects with a value of more than £1000.

The Client will be required to pay a sum equal to 50% of the Estimate prior to work commencing by debit card or credit card (with a 3% surcharge) Bank Transfer or Cash. Once work has commenced, a sum equal to 25% will be payable. At the end of the project, an invoice will be raised equal to the final 25% plus any additional work and extras. Payment are due on completion after the invoice has been sent to you unless we are advised to an alternative. The Contractor reserves the right to charge an administration fee of £25 for the late payment of any invoice. Late payment means more than 7 days after the date of the invoice. Furthermore, any

part of an invoice which remains unpaid shall carry interest at the rate of 4% over the base rate until payment is made.

7) Work Guarantee

7.1 – If, after the Contractor shall have carried out works, the Client is not wholly satisfied with the works, then the Client shall give written notice in writing within 12 months to the Contractor and shall afford the Contractor, and its insurers, the opportunity of both inspecting such works and carrying out any necessary remedial works if appropriate. The Client accepts that if he fails to notify the Contractor as aforesaid then the Contractor shall not be liable in respect of any defects in the works carried out.

7.2 – 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 carried out is:

(a) Subject to misuse or negligence

(b) Repaired, modified or tampered with by anyone other than a Contractor employee.

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

7.3 – The Contractor shall not guarantee any work in respect of powerflushes, blockages in waste and drainage systems, replacement tap washers or any other small fix which could be considered to be of a temporary nature.

The Contractor will not guarantee any work undertaken on instruction from the Client and against the written or verbal advice of the engineer. Work is guaranteed only in respect of work directly undertaken by the Contractor where 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.

7.4 – Where the Contractor agrees to carry out works on installations of an inferior quality or over 10 years old at that date, no warranty is given in respect of such works and the Contractor accepts no liability in respect of the effectiveness of such works or otherwise.

7.5 – When the Contractor carries out work to change a system from low pressure to high pressure, the Client accepts that there is a remote chance that the Client's original pipe work may suffer leaks as a result of the change in pressure. Also, there may be an effect on the ballvalve of the w.c, the cartridges of some showers and taps which the Client may need to be upgraded to cope with the pressure changes. The Contractor will repair any such leaks and/or install new ballvalves or cartridges at an extra charge to be agreed if and when necessary.

7.6 – When a powerflush is carried out, the Client accepts and agrees that there is a remote chance that the Client's original pipework and/or fittings may suffer leaks as a result of the cleansing process. The Contractor will repair any such leaks at an extra charge to the Client if and when they occur.

Guarantee Exclusions:

– Systems or structures which were not initially installed or fitted by a suitably

qualified workman or fitted in an unprofessional manner

– Any recall arising from circumstances or factors known to the Client but not notified or disclosed to the Contractor prior to works being undertaken

8) Limitation on Liability

8.1 – We warrant that we will provide the Services with reasonable care and skill.

8.2 – Save as expressly provided in these Terms, all warranties, conditions or other terms implied by statute or by common law in connection with the supply of the Services are excluded to the fullest extent permitted by law.

8.3 – Subject to the provisions of Condition 8.6, our entire liability in respect of any breach of our contractual obligations and in respect of any tortious act or omission, including negligence, arising under or in connection with our Services shall be limited to the aggregate of all Fees paid to us by you for the provision of the Services up to the date of the event giving rise to such liability.

8.4 – We shall not be liable for the following loss or damage, howsoever caused and whether or not foreseeable:-

8.4.1 – loss of profits, business or revenue, whether suffered by you or any other person;

8.4.2 – special, indirect, incidental or consequential loss, whether suffered by you or any other person;

8.4.3 – any losses arising by reason of any events or other matters beyond our reasonable control preventing the performance by us of any obligation under these Terms, provided that we shall use all reasonable endeavours to eliminate or overcome any of such causes and to resume performance of our obligations with all possible speed;

8.4.4 – any losses resulting from your failure to comply with any recommendations made by us or from any defects in your premises, fixtures and fittings, equipment, installations and goods; and

8.4.5 – any losses resulting from any act or default on the part of the personnel supplying the Services that arises from matters outside the scope of our duties under these Terms.

8.5 – Where it is agreed between us that parts and materials are to be stored at a place nominated by you, this shall be at your own risk. You hereby agree to reimburse us in full for any losses we incur.

8.6 – Any materials supplied, including boilers, are subject to their own manufacturer's warranty and guarantee. You agree that we are not liable for the installation of any faulty items where it was not reasonably apparent that the item was faulty before installation. If an item is faulty at installation or becomes faulty after installation, you agree to contact the manufacturer direct and claim under the manufacturer's warranty and guarantee.

8.7 – Nothing in these Terms shall purport to exclude or restrict our liability for death or personal injury resulting directly from our negligence in carrying out the Services

9) Force Majeure

The Contractor will use all reasonable endeavours to carry out the works on the agreed dates but shall not be under any liability to the Client if it should be either impossible or impracticable to carry out the work on the agreed date or dates, or at all by reason of strike, lock out industrial dispute, act of god or any other event or occurrence beyond the Contractor's control.

10) Clients Liability

The Client shall be liable for

- Any loss, damage or injury whether direct or indirect or consequential, resulting from failure or delay in the performance of the Client's obligations under these terms.
- Providing all necessary power and a clean water supply for the Contractor's use in the execution of the contracted work.
- The safety of both plant and machinery belonging to or hired in by the Contractor and to indemnify the Contractor against its loss, theft or damage.

11) Cancellation of work under an Estimate (Work valued over £1000)

Subject to paragraph 3.2 above, the Client may not cancel the contract without the Contractor's consent which, if given, shall be deemed to be on the express condition that the Client shall indemnify the Contractor against all loss, damage, claims or actions arising out of such cancellation unless otherwise agreed in writing.

11a - Payment is due on completion of works after the invoice has been sent to you unless we are advised to an alternative. The Contractor reserves the right to charge an administration fee of £25 for the late payment of any invoice. Late payment means more than 7 days after the date of the invoice. Furthermore, any part of an invoice which remains unpaid shall carry interest at the rate of 4% over the base rate until payment is made.

12) Removal of waste materials

Unless agreed in writing between the parties, the Client will be responsible for the removal from site all waste materials resulting from the work undertaken by the Contractor.

13) Frozen Pipes

The Contractor will not be liable for any fracture found in frozen pipes attended by the Contractor. The Contractor cannot guarantee to clear blockages occurring in a frozen pipe or drain.

14) Waiver, Variation, etc

No waiver by the Contractor of any breach shall operate as a waiver of any preceding or subsequent breach. No variation shall be effective against the Contractor unless sanctioned in writing by the Contractor. No forbearance or delay on the Contractor's part shall prejudice the Contractor's rights and remedies under this Agreement.

15) Other

In these terms words importing the masculine gender also included the neuter and feminine gender and words importing the singular number include also the plural number where the context so requires.

16) Notices

Any notice to be given by either party to the other may be sent by either email or post to the address of the other party or such other address as such part may from time to time have communicated to the other in writing. If the notice is sent by email, it will be assumed to be received on the day, or if sent by fax, shall be deemed to be served on receipt of an error free transmission report. If post mailing was used, it shall be deemed to be served three days following the date of posting.

17) Law

English Law shall govern these Terms and the parties submit to the exclusive jurisdiction of the English courts.