

**TERMS & CONDITIONS OF THE BUSINESS ADVANCED PROFESSIONAL
PLUMBING & HEATING SERVICES LIMITED**

In the interests of our customers we would ask them to always check and approve the following:

That Working Times & Breakdown of Labour & Materials are clearly and accurately shown on the invoice.

That Material collection times have been kept to a minimum.

That Mobile phone usage has been kept to a minimum and has been solely job related

That breaks have not been charged for.

That any queries are resolved with the Operative at the time.

Should you have any unresolved queries, require further information or fail to be completely satisfied with our work please ring us and we will deal with the matter immediately.

1.

For the purpose of these terms & conditions the following words shall have the following meanings:

(i) "The Company" shall mean Advanced Professional Plumbing & Heating Services Limited.

(ii) "The Customer" shall mean the person or organisation for whom the Company agrees to carry out works &/or supply materials

(iii) "The Operative" or "Engineer" shall mean the representative appointed by the Company.

Contract means the agreement between the Customer and the Company to carry out the Works of which these terms form a part and (where these terms are a schedule to a signed agreement between the Customer and the Company (the Agreement) the Agreement, Works means the works described in the Company's estimate and/or as referred to in the Company's Work Detail Sheet or any other document or email issued by the Company, as may be varied by agreement in writing between the parties. For the purposes of these terms, in writing includes by email and any document which is set out in a hand held device and any signature on a hand held screen shall be treated as in writing. In these terms words importing the masculine gender also include the neuter and feminine gender and words importing the singular number include also the plural

number, where the context so requires. This contract can be entered into verbally over the phone as well as in writing.

2.

The Company reserves the right to refuse or decline work at its own discretion and reserves the right to change the prices without any prior notice.

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 payable by the Customer is calculated. Unless otherwise stated, the price and all estimates provided by the Company are shown exclusive of Value Added Tax which will be payable in addition where properly chargeable.

(i) **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 + 25%) & the amount of time spent by the operative in carrying out works (including all reasonable time spent in obtaining unstocked materials) charged in accordance with the Company's current hourly rates. 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. All charges are subject to VAT at the prevailing rate except in cases where the work carried out is zero rated.

Our hourly rates are different dependant on the times and days. The first hour is always chargeable then incremented every 15 minutes thereafter and all prices are subject to current VAT rate.

(ii) **ESTIMATED PRICE WORK** shall be given as an estimated cost, (manifest errors exempted) including Labour & Materials, and shall be within 10% over and above the equivalent total hourly rate cost. All costs are plus VAT at the prevailing rate.

Any work the company takes on which involves in having to getting any material / part the company will always require 100% DEPOSIT of the cost material / part upfront before the company can proceed with the work. The company will always require 75% DEPOSIT of the total estimated price for the whole work project that is worth under £1,000 upfront and will require 100% DEPOSIT of the total estimated price for the whole work project that is worth

above £1,000 upfront before the company gets any material/part regardless otherwise the company has the right to refuse to accept and proceed with the work project until the deposit has been paid in full. The rest of the payment is to be paid to the company on completion / the end of the visit on the same day

4.

Where a written estimate has been supplied to the Customer the total charge to the Customer referred to in the estimate should not exceed the actual time taken by more than 20% but 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.

(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 of the estimate it is discovered that there was a manifest error when the estimate was prepared.

(v) Unless otherwise specified by the Company in the relevant estimate, an estimate is not a firm or fixed price quotation. It is an estimate of the likely minimum cost of the Works, based on the information made available to the Company. The Company's final price will be calculated on the basis specified in the estimate, if any, or, if none, in accordance with the Company's standard Account Rate Card applicable at the time the Works are carried out and may be increased above (but not reduced below) the specified price. Furthermore, the Company reserves the right to increase the price before carrying out the Works by an amount equivalent to any increase to the Company in the cost of relevant materials, labour, equipment hire or transport since the date upon which the Company's estimate, written, emailed or oral, was given, save that if this would increase the estimated price by more than 10%, the Client may cancel the Company provided it does so before the Works are begun, any relevant materials are ordered or any relevant equipment is hired.

(vi) the Company standard Account Rate Card is available for inspection at the Company premises during normal business hours. The Account Rate Card specifies hourly rates. Part hours worked are charged at the full hourly rate.

5.

The Company shall not be under any obligation to provide an estimate to the Customer & shall

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

6.

Material Collection. Collection of non-stock items is chargeable but:

- (i) Time must be kept to a minimum & reasonable.
- (ii) The Customer must be informed wherever possible when the operative leaves the premises.
- (iii) It sometimes can take up more than 1 – 3 hours to allocate and attain non-stock items but the charge will be kept for maximum of 1 hour of the applicable hourly rate
- (iv) Only one engineer is allowed to leave the job to collect parts.
- (v) The collection of materials which should be normally stocked items is non-chargeable.

7.

Payment

- (i) Non-Account Clients: Payment by the Customer is due on completion of the Works. Payment must be made on each completion.
- (ii) Account Customers: The Contractor will seek to submit invoices to the Client within 7 days of completion of the Works by credit/debit card, cheque or bacs transfer
- (iii) The Company shall be entitled to interest on a daily basis on any amount not paid on the due date for payment from such due date until payment in full at 4% above the Bank of England base rate at the relevant time.
- (iv) The Company shall not be required to issue or deliver any certificates, guarantees or other similar documents regarding the Works until payment has been made in full.
- (v) In terms of cheque payment. If the cheque bounces the customer will be responsible for £8 + vat extra charge according to the bank's charge

8.

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

9.

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 estimate) the name of the third party appears on the written estimate.

10.

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 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.

11.

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

12.

The Guarantee shall be for labour only in respect of faulty workmanship for 12 months from the date of completion with the manufacturers warranty in force.

The Guarantee will become null & void if the work / appliance completed/supplied by the Company is:

- (i) Subject to misuse or negligence.
- (ii) 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 & will accept no liability for any consequential damage or fault.

13.

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

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 (Corgi) Regulations or Gas Warning Notice issued.

14.

Where the Company agrees to carry out works on installations of inferior quality 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.

15.

Engineers operate under their own Gas Safe (Corgi) Registration & as such are solely responsible for any Gas related work & subsequent liability.

16.

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.

17.

These terms & conditions may not be released, discharges, 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 contact with the Company the Customer agrees irrevocably to waive the application of any such terms & conditions.

18.

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.

19.

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.

20.

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.

21.

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 together with the profit that would have been made. The company had the work been carried out and or materials supplied in accordance with such instructions.

22. *We must be supplied with running water and power, unless stated otherwise* 23.

The Customer shall be liable for :

(i) Any loss, damage or injury, whether direct or indirect or consequential, resulting from failure or delay in the performance of the Customer's obligations under these terms.

(ii) Providing all necessary power and a clean water supply for the Company use in the execution of the contracted works.

(iii) The safety of both plant and machinery belonging to or hired in by the Company or its operatives, agents or sub-contractors and shall indemnify the Company against its loss, theft or damage

(iv) When we get credit /debit details for security of the bookings, we reserve the right to charge the card for any costs. This means the card given can be used for labour cost, material, damage or any losses with regard to non-notice cancellation or payment refusal which will bring the loss to the company.

(v) The credit/debit details get kept for the purposes of the booking, material deposit and completion of the business. If the customer intends to refuse to pay the bill or is not contactable for payment this means the customer breaches the contract and we do have the right to charge the card which is given

24.

The material deposit shall be NON REFUNDABLE in the circumstance where we have bought the materials, and the customer cancels the work, and/ or in the event of

where the distance selling regulations apply - where the work was about to commence, and the customer breaches the contract by cancelling within the 7 day cooling off period- then we reserve the right to take the profit that would have been made had the job gone ahead, and also any material related expenditure.

25.

If any non-payment arises the Company will be entitled to get our "Debt Collection Agency" involved in getting payment, all necessary actions will be taken and these charges will definitely be added on top of the bill as well as any other necessary charges by the "Debt Collection Agency" and any associated legal costs. The customer will be liable for all of the above and said debit collection costs.

The company will also be entitled to interest on a daily basis on any non payment on the due date for payment from such due date until payment made in full at 4% above the Bank of England base rate at the relevant time. If legal dispute/claim happens the customer agrees to pay all the legal costs for and to all parties from the beginning to the end of the legal process

26.

Unless agreed in writing between the parties, the Customer will be responsible for the removal from site of all waste materials resulting from the Works.

27. Plant and machinery, any specialist tool hire, any specialist insurance will be charged additionally. A 25% service charge will be added on top all subject to VAT.

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