

TERMS AND CONDITIONS

DRH PLUMBING & HEATING LTD - TERMS AND CONDITIONS FOR SUPPLY OF GOODS AND SERVICES

1 DEFINITIONS

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

"Us/We" shall mean DRH Plumbing & Heating Ltd.

"Customer" means any person who purchases Goods and Services from DRH Plumbing & Heating Ltd (referred to in this document as DRH).

"You" shall mean you: the customer (the person or organization for whom we agree to carry out works and/or supply materials).

"Our representative" shall be the person we send to you to do work.

"Goods" means the articles specified in the Proposal.

"Proposal" means the statement of work, quotation or other similar document describing the Goods and Services to be provided by DRH attached to these Terms and Conditions

"Services" means the services specified in the Proposal,

"Terms and Conditions" means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by DRH.

2 GENERAL

2.1 The contract will commence on acceptance of the quote and the confirmation of start date.

2.2 These Terms and Conditions shall apply to all contracts for the supply of Goods and Services by DRH to the Customer and shall prevail over any other documentation or communication from the Customer.

2.3 Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by DRH.

2.4 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which DRH or the Client may be entitled in relation to the Goods and Services, by virtue of any statute, law or regulation.

3 THE ORDER

3.1 The Quote/Proposal attached to these Terms and Conditions shall remain valid for a period of 21 days. No contract between DRH and the Customer shall come into force until the Customer has accepted the Quote/Proposal.

3.2 The Customer shall be deemed to have accepted the Proposal by placing an order in writing with DRH ("the Order") within the period specified in Clause.

3.3 All Orders for Goods and Services, whether verbal or in writing shall be deemed to be acceptance of the Proposal pursuant to these Terms and Conditions.

3.4 DRH reserve the right to withdraw or amend any quotation without notice before acceptance of the Proposal has been received from the Customer.

3.5 On acceptance of the Proposal DRH will order the Goods as detailed in the Proposal. If subsequent to this order being placed the Customer cancels the Order the Customer will be liable for any costs incurred by DRH in the proper performance of the Order for Goods or time to that date.

3.6 The person giving instructions to DRH or ordering work or materials will personally be deemed to be the

Customer unless it is made clear to DRH who the Customer is.

3.7 All times and dates are estimates only and may vary as a result of, without limit, the availability of suppliers/sub-contractors.

4 PRICE AND PAYMENT

4.1 The price for the Goods and Services and any applicable charges outlined in the Proposal is as specified in the Proposal.

4.2 Payment of parts/materials must be paid in full 3 days before commencement of works unless otherwise agreed with DRH.

4.3 Payment for labour must be made in full on the satisfactory completion of works. Payment can be made in cash, cheque (made payable to DRH Plumbing & Heating Ltd), chip and pin or BACs in pounds sterling.

4.4 If the Customer fails to make any payment 30 days from it becoming due, DRH shall be entitled (a) to charge interest at the rate of 5.00% per month as well before as after judgment on the outstanding amounts from the due date to date of payment (b) without any liability to the Customer to cease any uncompleted work if.

4.5 The Customer must notify DRH of any variation to the Proposal and DRH (if it agrees the variation) reserves the right to adjust the price accordingly.

5 DELIVERY

5.1 **The** Company will do all that it reasonably can to meet the date given for delivery and/or installation. In the case of unforeseen circumstances, beyond the reasonable control of the company ... the Company will contact the Customer and agree an alternative date.

5.2 All risk in the Goods shall pass to the Customer upon delivery.

5.3 The Customer is asked to examine the goods as soon as reasonably possible after delivery and notify the Company of any fault or damage as soon as reasonably possible.

5.4 The Customer shall make all arrangements to take delivery of Goods whenever they are tendered for delivery.

6 TITLE

6.1 Title in the Goods and materials shall not pass to the Customer until DRH has been paid in full in accordance with these Terms and Conditions.

6.2 Should payment not be made in accordance with these Terms and Conditions DRH reserves the right (and shall be allowed access by the Customer) to remove any Goods or materials supplied or fitted by DRH.

6.3 Until ownership of such materials and parts has passed to you, you will be responsible for ensuring they remain in satisfactory condition and fully insured

7 CUSTOMER'S Obligations to enable DRH to perform its obligations the Customer shall:

7.1 Co-operate with DRH.

7.2 Make the site available to DRH for the duration of the works and ensure a safe supply of necessary services and utilities.

7.3 Provide DRH with any information reasonably required and ensure all instructions are clear.

7.4 Obtain all necessary permissions, licenses and consents which may be required before the commencement of the services, the cost of which shall be the sole responsibility of the Customer.

7.5 Comply with such other requirements as may be set out in the Proposal or otherwise agreed between the parties.

7.6 Notify us of any special requirements or alterations to the original quotation before the commencement of works.

7.7 Notify DRH of any special consideration your property may have.

8 DRH OBLIGATIONS

8.1 Informing you of the progress of the delivery of your services.

8.2 Delivering the services with all reasonable skill and care, and in full compliance of relevant established current professional standards and safety requirements.

9 GUARANTEES

9.1 Materials and Goods supplied by DRH shall be of merchantable quality and fit for their normal purpose.

9.2 DRH shall perform the services with reasonable skill and care and to a reasonable standard in accordance with recognized standards and codes of practice.

9.3 DRH accepts all responsibility for the condition of tools and equipment used in the performance of the Services and shall ensure that any materials supplied shall be free of defects.

9.4 In addition to the Customer's statutory rights, DRH guarantees all materials against faulty workmanship for the period specified in the Proposal.

9.5 Goods supplied by DRH are guaranteed for the period and on the terms as specified by the manufacturers warranty applicable to the Goods.

9.6 Any new parts/materials/pipework etc installed by DRH are guaranteed for 12 months, however no guarantee is made or offered where old pipework, fittings, materials are kept as part of a new installation.

9.7 All services are guaranteed by DRH for the period specified in the Proposal.

9.8 DRH will at all times have Public Liability Insurance in place.

10 LIMITATION OF LIABILITY

10.1 Provided that nothing in these Terms and Conditions shall exclude or limit the liability of DRH for death or personal injury, DRH shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price for the Goods and Services. The company is liable for the direct loss or damage caused by their lack of care, misrepresentation, negligence or other breach of the statutory responsibility to the customer.

10.2 DRH will not be liable for the fitness for a particular purpose (other than their normal purpose) of any parts, materials or goods unless that particular purpose has been notified to DRH prior to the date of this Proposal.

10.3 Where the Customer supplies Goods or materials DRH accept no responsibility for any defects or damage, and offers no guarantee for these Goods or materials.

10.4 No responsibility/liability will be made by DRH on any old pipework, fittings, materials used or kept if later causes leaks or damage.

10.5 We will make every effort to complete the work on time (or, if no date has been agreed, within a reasonable time from the date of your order) but we cannot be held responsible for delays due to weather or other circumstances beyond our control. In this case we will complete the work as soon as reasonably possible.

11 CANCELLATION

If you have to cancel an Order you have placed the following terms apply:

- The charges for any Services already commenced will be payable immediately.
- In relation to materials ordered on your behalf that have not been used you will be entitled to a refund commensurate with that obtained by us from the supplier minus 10% to cover our administrative costs.

All cancellation requests must be received and agreed in writing by us. The date on which the letter or email is received by DRH will be deemed as the date the request has been made.

12 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, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

13 SEVERANCE

If any term or provision of these Terms and Conditions 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 hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

14 GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.