

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 organisation 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 may be entitled in relation to the Goods and Services, by virtue of any statute, law or regulation.

2.5 Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a Consumer.

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 and is not inclusive of VAT at this time, as DRH is not VAT registered.

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 completion of works. Payment can be made in cash, cheque (made payable to DRH Plumbing & Heating Ltd) or chip and pin in pounds sterling or Bank transfer.

4.4 If the Customer fails to make any payment on the day of 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.

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 date of delivery specified by DRH is an estimate only. Time for delivery shall not be of the essence of the contract and DRH shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods.

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

5.3 Where the Goods are faulty or do not comply with any of the contract, the Customer must notify DRH within 5 days of delivery and the Customer shall be entitled to replacement Goods. After 1 day the Customer shall be deemed to have accepted the Goods and shall not after that time be entitled to reject them.

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 recognised 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.

10.2 Except to the extent precluded by law, DRH shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other

economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

10.3 DRH will not be liable for the fitness for a particular purpose (other than their normal purpose) of any materials or Goods or Services unless that particular purpose has been notified to DRH in writing prior to the date of this Proposal.

10.4 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.

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

10.6 For the avoidance of doubt, time shall not be of the essence and DRH shall incur no liability to the Customer in respect of any failure to complete the Services by any agreed completion date, that are out of the control of DRH, eg Delivery times, time delays due to other trades etc.

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.