

# **TERMS AND CONDITIONS OF BUSINESS**

## **Pete's Plumbing Limited**

### **1.DEFINITIONS**

The following expressions shall have the following meanings:

- 1.1. "Supplier" means Pete's Plumbing limited of 55 Harley Shute Road St Leonards On Sea TN38 8BY;
- 1.2. "Customer" means any person who purchases Services and/or Goods from the Supplier;
- 1.3. "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
- 1.4. "Proposal" means a statement of work, quotation or other similar document describing the Services and/or the Goods;
- 1.5. "Services" means the services as described in the Proposal and include any materials required to complete the work;
- 1.6. "Goods" means any products supplied by the Supplier to the Customer;
- 1.7. "Cancellation Period" means the period of time during which the Customer can cancel the agreement to purchase the Goods and Services as defined by The Cancellation of Contracts Made in a Consumer's Home or Place of Work etc. Regulations 2008;
- 1.8. "Cancellation Form" means the form as defined by The Cancellation of Contracts Made in a Consumer's Home or Place of Work etc. Regulations 2008 and attached to these Terms and Conditions as Schedule 1;
- 1.9. "Notice of Right to Cancel" means the notice of cancellation terms as stipulated by The Cancellation of Contracts Made in a Consumer's Home or Place of Work etc Regulations 2008 and attached to these Terms and Conditions as Schedule 1;
- 1.10. "Terms and Conditions" means the terms and conditions of supply of Services and/or Goods set out in this document and any subsequent terms and conditions agreed in writing by the Supplier;
- 1.11. "Order" means the formal acceptance by the Customer of the Proposal;
- 1.12. "Agreement" means the contract between the Supplier and the Customer for the provision of the Services and/or Goods incorporating these Terms and Conditions.

### **2.GENERAL**

- 2.1. These Terms and Conditions shall apply to the Agreement for the supply of Services and/or Goods by the Supplier to the Customer and shall supersede any other documentation or communication between the Supplier and the Customer.
- 2.2. Any variation to these Terms and Conditions must be agreed in writing by the Supplier.
- 2.3. Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Services and/or Goods, by virtue of any statute, law or regulation.
- 2.4. Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a Consumer.

### **3.PROPOSAL**

- 3.1. The Proposal for Services and/or Goods is attached to these Terms and Conditions.
- 3.2. The Proposal for Services and/or Goods shall remain valid for a period of 30 days.
- 3.3. The Proposal must be accepted by the Customer in its entirety.
- 3.4. The Customer shall be deemed to have accepted the Proposal by placing an Order with the Supplier.
- 3.5. The Agreement between the Supplier and the Customer, incorporating these Terms and Conditions, shall only come into force when the Supplier confirms an Order in writing to the Customer. Prior to any confirmation the Supplier has the right to refuse any Order.

## **4.SERVICES, GOODS AND DELIVERY**

- 4.1.The Services and/or Goods are as described in the Proposal.
- 4.2.Any variation to the Services and/or Goods must be agreed by the Supplier in writing.
- 4.3.Any drawings, descriptions or specifications contained in advertising material, brochures or catalogues issued by the Supplier are for the sole purpose of giving an approximate idea of the Goods and/or Services and will not form part of any Agreement unless otherwise agreed in writing by the Supplier.
- 4.4.The Services and/or Goods will be delivered between the hours of 08:00 and 17:00 on Monday - Saturday. The Supplier may vary these times by intimating in writing details of the change to the Customer.
- 4.5.Dates given for the delivery of Services and/or Goods are estimates only and not guaranteed. Time for delivery shall not be of the essence of the Agreement and the Supplier shall not be held liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery.

## **5.PRICE AND PAYMENT**

- 5.1.The price for Services and/or Goods is as specified in the Proposal and is inclusive of VAT and any other charges as outlined in the Proposal.
- 5.2.The price for any materials required to complete the Services is as specified in the Proposal.
- 5.3.The terms for payment are as specified in the Proposal.
- 5.4.The Customer must settle all payments for Services and/or Goods within 7 Days from the invoice date.
- 5.5.The Customer will pay interest on all late payments at a rate of 8% per annum above the base lending rate of Bank of England.
- 5.6.The Supplier is also entitled to recover all reasonable expenses incurred in obtaining payment from the Customer where any payment due to the Supplier is late.
- 5.7.The Customer is not entitled to withhold any monies due to the Supplier.
- 5.8.The Supplier is entitled to vary the price to take account of:
  - 5.8.1.any additional Services and/or Goods requested by the Customer which were not included in the original Proposal;
  - 5.8.2.any increase in the cost of materials;
  - 5.8.3.any additional work required to complete the Services which was not anticipated at the time of the Proposal;  
and any variation must be intimated to the Customer in writing by the Supplier.

## **6.CUSTOMER OBLIGATIONS**

- 6.1.The Customer will provide access to the Supplier at the times specified in these Terms and Conditions and will co-operate with all reasonable requests by the Supplier.
- 6.2.The Customer will provide electricity, water and toilet facilities to the Supplier for the purpose of completing the Services.
- 6.3.The Customer will apply for, obtain and meet the cost of all necessary approvals and permissions required to complete the Services prior to the commencement of the work.
- 6.4.The Customer will take all reasonable steps to ensure that the Supplier does not sustain any damage or loss to any equipment stored on site.
- 6.5.The Customer shall be liable for any expenses incurred by the Supplier as a result of the Customers failure to comply with the obligations as defined by these Terms and Conditions.

## **7.SUPPLIER OBLIGATIONS**

- 7.1.The Supplier shall supply the Services and/or Goods as specified in the Proposal.
- 7.2.The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard and in accordance with recognised codes of practice.
- 7.3.The Supplier shall comply with all relevant health and safety regulations.

7.4. The Supplier shall ensure that all necessary licenses and permissions required to provide the Services and/or Goods are current including but not limited to

- 7.4.1. Skip permit from the local authority.
- 7.4.2. Scaffolding license from local authority
- 7.4.3. Waste management license
- 7.4.4. Asbestos license from the HSE

7.5. The Supplier shall be responsible for all waste management and disposal required in the course of providing the Services and/or Goods.

7.6. The Supplier shall hold valid employer and public liability insurance policies.

## **8. CANCELLATION**

8.1. Notice of the right to cancel:

8.1.1. The Customer has the right to cancel the agreement to purchase the Goods and Services within the Cancellation Period of 14 (fourteen) calendar days of receipt of this notice of right to cancel.

8.1.2. The Supplier is Pete's Plumbing Limited.

8.1.3. For the purpose of the Cancellation Notice the information to be quoted in all communications to identify the agreement to purchase the Goods and Services is the invoice number and or postal code and house number.

8.1.4. In the event that the Customer chooses to exercise their right to cancel the agreement to purchase the Goods and Services within the Cancellation Period, the Cancellation Form should be completed in full and returned to the Supplier at 55 Harley Shute Road St Leonards On Sea TN38 8BY.

8.1.5. Use of the Cancellation Form is optional; however any format used by the Customer must be in writing and contain the information prescribed by the relevant regulations.

8.1.6. Notice of cancellation is deemed to be served on the Supplier as soon as it is posted to the Supplier, or in the case of electronic communication, the day it is sent to the Supplier.

8.2. Subject to the provisions of Condition 8.3, if the Customer chooses to exercise their right to cancel the agreement to purchase the Goods within the Cancellation Period then any Goods received by the Customer must be returned to the Supplier in accordance with the following provisions:

8.2.1. The Customer must inform the Supplier of the cancellation within the Cancellation Period;

8.2.2. All Goods must be returned in their original condition;

8.2.3. The Customer is required to pay the costs of uplift of the Goods;

8.2.4. Following receipt of the Goods the Customer shall be refunded all relevant monies.

8.3. For Goods specified in Regulation 9 of The Cancellation of Contracts Made in a Consumer's Home or Place of Work etc. Regulations 2008 the following provisions apply:

8.3.1. The Customer may be required to pay for Goods supplied if delivery has taken place with the Customer's written agreement prior to the end of the Cancellation Period;

8.3.2. If the Customer did not provide written consent for supply of the Goods to commence within the Cancellation Period the Customer is entitled to cancel the contract without any obligation to pay for Goods provided up to the point of cancellation.

8.4. The Customer must inform the Supplier of their exercise of their right to cancel the agreement for provision of Services within the Cancellation Period.

8.5. If the provision of Services has commenced, with the written request of the Customer, prior to the giving of notice of cancellation by the Customer and within the Cancellation Period, the Supplier shall remain entitled to any monies constituting the value of the Services subject to the following provisions:

8.5.1. Where the Customer has already made payment to the Supplier, any refund issued shall be less than the relevant sums paid;

8.5.2. Where the Customer is yet to make payment to the Supplier, the sum due from the Customer shall be adjusted accordingly;

8.5.3. The Supplier shall inform the Customer in writing of the relevant calculations involved in determining the sums deductible or payable.

8.6. If the provision of Services has commenced prior to the giving of notice of cancellation within the Cancellation Period

and without the written consent of the Customer then the Supplier shall not be entitled to any monies from the Customer constituting the value of the Services provided.

8.7. Following the end of the Cancellation Period the Customer shall have no further right to cancel the agreement to purchase the Goods or Services.

8.8. Following the end of the Cancellation Period the Customer shall have a period of 5 days, beginning on the day the Goods are received by the Customer, within which the Goods can be returned to the Supplier according to the following provisions:

8.8.1. The Customer shall inspect the Goods upon receipt and shall notify the Supplier immediately if the Goods are damaged or do not comply with any of the order.

8.8.2. Where a claim of defect or damage is made then it shall be the responsibility of the Supplier to collect faulty Goods if the items are large, otherwise the Goods shall be returned by the Customer to the Supplier and the Customer shall be entitled to replacement Goods or a full refund (including delivery costs, if applicable) plus any return postal charges if the Goods are in fact defective.

8.8.3. Where returned Goods are found to be damaged due to the Customer's fault the

## **9. GUARANTEE**

9.1. In addition to the Customer's statutory rights, the Supplier guarantees that the Services and/or Goods will be free from defects in materials and/or workmanship for a period of one year from the date that the Services and/or Goods were supplied.

9.2. Clause 9.1 does not apply:

9.2.1. if a fault arises due to any subsequent mechanical, chemical, electrolytic or other damage not due to a defect in the Services and/or Goods after risk has passed to the Customer;

9.2.2. if a fault arises due to willful damage, abnormal working conditions, failure to follow instructions, misuse, alteration or unauthorised repair, improper maintenance or negligence on the part of the Customer or a third party.

9.3. If the Services and/or Goods are found to be defective in accordance with these Terms and Conditions then the Supplier shall, at their sole discretion, either repair, re-perform or replace the Services and/or Goods or refund any monies paid for the defective Services and/or Goods.

9.4. Where the Services and/or Goods are defective or do not comply with the Agreement the Customer must notify the Supplier in writing within 5 days from the date of delivery.

9.5. If the Customer has not paid for the Services and/or Goods in full by the date the defect in Services and/or Goods is notified to the Supplier then the Supplier has no obligation to remedy the defect in terms of this Clause 9.

## **10. INTELLECTUAL PROPERTY RIGHTS**

All intellectual property rights, registered or unregistered, including but not limited to patents, trademarks, design rights and know-how remain the property of the Supplier and cannot be used by the Customer without the written permission of the Supplier.

## **11. PROPERTY AND RISK**

11.1. Risk in the Goods or in any property or materials used to provide the Services shall pass from the Supplier to the Customer when the Goods or property or materials leave the premises of the Supplier or on delivery if the Supplier is transporting the items.

11.2. Title or ownership of any property or materials belonging to the Supplier remains with the Supplier until payment is received from the Customer in full.

11.3. The Customer must store any property or materials belonging to the Supplier separately from any other property or materials belonging to the Customer or a third party.

Customer will be liable for the cost of remedying such damage.

## **12. DEFAULT**

12.1. The Agreement shall continue until the Services and/or Goods have been provided in terms of the Proposal or any subsequent date as mutually agreed in writing by both parties or until terminated by either party in accordance with these Terms and Conditions.

12.2. The Customer may terminate the Agreement if the Supplier fails to comply with any aspect of these Terms and Conditions and this failure continues for a period of 2 weeks after notification of non-compliance is given.

12.3. The Supplier may terminate the Agreement if the Customer has failed to make over any payment due within 4 weeks of the sum being requested.

12.4. Either party may terminate the Agreement by notice in writing to the other if:

12.4.1. the other party commits a material breach of these Terms and Conditions and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or

12.4.2. the other party commits a material breach of these Terms and Conditions which cannot be remedied under any circumstances; or

12.4.3. 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; or

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

12.4.5. 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.

12.5. In the event of termination the Customer must make over to the Supplier any payment for work done and expenses incurred up to the date of termination.

12.6. Any rights to terminate the Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of the Agreement as at the date of termination.

## **13. WARRANTIES**

13.1. The Supplier warrants that the Goods will, at the time of delivery, correspond to the description given by the Supplier.

13.2. The Supplier warrants that the Services will be performed using all reasonable skill and care.

13.3. Without prejudice to clause 13.1 and clause 13.2 and except as expressly stated in these Terms and Conditions, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the Service and/or Goods to be provided by the Supplier.

## **14. LIMITATION OF LIABILITY**

14.1. Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury, however the Supplier 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 of the Service and/or the Goods.

14.2. The Supplier 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.

14.3. For the avoidance of doubt, time shall not be of the essence and the Supplier shall incur no liability to the Customer in respect of any failure to complete the Services or supply the Goods by any agreed completion date.

## **15. INDEMNITY**

The Customer shall indemnify the Supplier against all claims, costs and expenses which the Supplier may incur and which arise directly or indirectly from the Customer's breach of any of its obligations under these Terms and Conditions.

## **16. 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.

## **17.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 Supplier.

## **18.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.

## **19.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.

## **20.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 Proposal 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.

## **21.ENTIRE AGREEMENT**

These Terms and Conditions supersede any previous agreements, arrangements, documents or other undertakings either written or oral.

## **22.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