

Terms of Business



Hydro Plumbing & Heating Ltd.

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For the purpose of the following terms and conditions the following words shall have the following meaning:

- A) "The company" shall mean Hydro Plumbing & Heating Ltd.
- B) "The Customer" shall mean the person or organisation from whom the company agrees to carry works and/or supply materials
- C) "The Operative" shall mean the representative appointed by the company to carry out such works and/or supply any materials
- D) "The Engineer" shall mean the representative appointed by the company to carry out such works and/or supply any materials

The company reserves the right to refuse to undertake or decline work at its own discretion. Where the company agrees to carry out works for the customer then such works shall be carried out by the operative/Engineer who shall be selected by the company at its absolute discretion.

Section 1 Jobs on hourly rate.

- i) The total charge to the customer shall consist of the cost of the materials supplied by the company to the customer & the amount of time spent by the operative in carrying out the works for the customer (to include all time spent in obtaining materials) charged at the company's current hourly rates. The customer shall only be charged for the time spent related to the customer's work.
- ii) Charges to the customer shall begin from the time of arrival and the customer shall be charged for each full hour and any part of an hour.

Section 1a Material Collection

- i) Time spent must be kept to a minimum & the customer must be informed wherever possible when the operative leaves the premises.
- ii) If the collection time is likely to exceed 1 hour the customer must be informed.
- iii) The company may apply fuel charges where the distance travelled to collect materials exceeds 5 miles.

Section 2 Fixed quote price / estimates

- i) Fixed quote price work shall be given as a firm cost not withstanding manifest errors which shall be exempted and shall include labour & materials. The company is not be under any obligation to provide a fixed quote price to the customer and shall only be bound (subject to hereinafter) by quotes given in writing to the customer & signed by a duly authorised representative of the company. The customer shall not be bound by any quotes given orally or in which manifest errors occur. Quotes given by the company are only valid for 14 day's, quotes given to the customer are subject to change outside the 14 day period at the company's discretion. The company shall not be under any obligation to provide an estimate to the customer & shall not be bound in any way whatsoever to any estimate given be it a verbal or a written estimate, estimates given by the company may be revised at anytime by the company.
- ii) Where a written quote has been supplied to the customer by the company the total charge to the customer referred to in the quote may be revised in the following circumstances: -
 - 1) If after the submission of the quote and during works in progress the customer instructs the company (weather orally or in writing) to carry out any additional works not referred to in the quote.
 - 2) If after submission of the quote and during works in progress there is an increase in the price of materials.
 - 3) If after the submission of the quote and during works in progress it is discovered that further works are needed to be carried out which were not anticipated when the quote was prepared.
 - 4) If after the submission of the quote it is discovered that there was a manifest error when the quote was prepared.

Section 3 Payment

Invoices are due for payment immediately upon delivery to the customer weather in person, postal or electronically. Invoices which remain unpaid after 14 days (whether it wholly or in part) shall carry interest at the rates of 4% over the base rate from the time of the company's bankers until the company receives payment in full.

Section 4 Times & date

Where the date and/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 the operative/engineer shall attend on that date and time agreed. However, the company accepts no liability in respect of the non-attendance on site by the operative/engineer or the late delivery or non-delivery of materials.

Section 5 Discharge/termination of works

- i) The customer shall incur personal liability to discharge the company's account unless he/she discloses the company at the time he/she instructs the company to carry out work and/or supply materials that he/she is acting on behalf of the third party (including, but not limited to, company or partnership) and (when the customer has received a written quote / estimate) the name of the third party appears on the written quote / estimate.
- ii) If after the company has carried out the works the customer is not wholly satisfied with the works then the customer shall give notice in writing within 100 days to the company and shall afford the company the opportunity of inspecting such works, and where appropriate, shall afford the company the opportunity of carrying out any necessary remedial work works. The customer accepts that if he/she fails to notify the company as aforesaid then the company shall not be liable in respect of any defects in the works carried out. The customer agrees to allow the company's insurers to inspect any work carried out by the company to the customer.

Section 6 Company guarantee

- i) The guarantee will be for labour only in respect of faulty workmanship & 100 days from the date of completion with the manufacturer's warranty in force. The guarantee will become void if the work/appliance completed/ supplied by the company is:
 - 1) Subject to misuse, negligence or any alterations whatsoever by a third part or customer.
 - 2) Repaired, modified or tampered with in any way by anyone other than the company operative/engineer, where the company carried out works for the customer using materials supplied by the customer warranty is given as to the merchantability, fitness for purpose or otherwise such of materials & company accepts no liability in thereof.
- ii) The company will not guarantee any work in respect of blockages in waste & drainage systems. The company will not guarantee any work undertaken on instruction from the customer & against the written or verbal advice of the operative. Work is Guaranteed only in respect of work directly undertaken by the company and 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.
- iii) 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.
- iv) **Work will not carry any guarantee where the operative has notified the customer either verbally or in recommendations of any other related work which requires attention. The customer shall be solely liable for any hazardous situations in respect of any gas/oil warning notices issued.**
- v) Where the company agrees to carry out works on installations of in inferior or over ten years old at that date no warranty is given in respect of such works & the company accepts no liability in respect to the effectiveness of such work or otherwise.
- v) The company shall be entitled to fully recover costs or damages from any operative/contractor whose negligence or faulty workmanship result in the company being made liable for those damages or rectification of the work.

Section 7

These terms & conditions may not be released, discharged, supplemented, interpreted, varied or modified in any manner except by an instrument in writing signed by a duly authorised representative of the company and by the customer. Further, these terms & conditions shall prevail over any terms & conditions used by the customer or contained or set out to in any documentation sent by the customer to the company, by signing the declaration of works the customer is entering into a contract with the company and the customer agrees irrevocably to waive the application of any such term & conditions supplied by them.

Section 8 goods supplied

- i) 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 the customer has made payment in full for such goods in the company. Until such time as title in the goods has passed to the customer: -
 - 1) The company shall have absolute authority to retake, sell or otherwise deal with or dispose of all or any part of such goods in which title remains vested in the company
 - 2) For the purpose specified in (1) above, the company or any of its agents or authorised representatives shall be entitled at any time & without notice to enter upon any premises in which goods or any part thereof is installed, stored or kept, or is reasonable believed to be.
 - 3) The company shall be entitled to seek a court injunction to prevent the customer from selling, transference or otherwise disposing of such goods notwithstanding the foregoing, risk in such goods has passes to the customer, the customer shall insure such goods to their replacement value and the customer shall forthwith, upon request, provide the company with a certificate or other evidence of such insurance.

Section 9 company appointment/delivery

The company shall not be liable for rectifying works by the company/operative & shall be held responsible for ensuring damage or claims resulting from this or other work overlooked or subsequently requested & not undertaken at that time.

These terms & conditions & all contracts between the company & the customer shall be governed & construed in accordance with English Law & shall be subject to the exclusive jurisdiction of the English Law.