

1 DEFINITIONS

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

1.1 "Customer" means any person who purchases Goods and Services from CentraHeat Heating & Plumbing Ltd (referred to in this document as the Business)

1.2 "Goods and/or Services" means the articles, products and or services specified in the Proposal;

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

1.4 "Services" means the services specified in the Proposal;

1.5 "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 the Business.

2 GENERAL

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

2.2 Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Business

2.3 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Business may be entitled to in relation to the Goods and Services, 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 THE ORDER

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

3.2 The Customer shall be deemed to have accepted the Proposal agreeing in writing or orally with the Business ("the Order") within the period specified in Clause 3.1.

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 The Business reserves 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 the Business will order any 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 the Business in the proper performance of the Order for Goods or time to that date.

3.6 The person giving instructions to the Business or ordering work or materials will personally be deemed to be the Customer unless it is made clear to the Business who the Customer is.

3.7 Where the contract relates to the provision of service to a limited company the Directors of the company confirm and warrant by execution that they shall remain personally liable for any service fees unpaid by the said limited company.

3.8 The customer will be responsible for all bank and legal charges resulting from a dishonoured Cheque.

4 PRICE AND PAYMENT

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

4.2 Payment of the price shall be in the manner specified in the Proposal. Time for payment shall be of the essence of the contract.

4.3 If the Customer fails to make any payment on the day of it becoming due, the Business shall be entitled (a) to charge interest at the rate of 8% per annum 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.

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

5 DELIVERY

5.1 The date of delivery specified by the Business is an estimate only. Time for delivery shall not be of the essence of the contract and the Business 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 any Goods shall pass to the Customer upon delivery.

5.3 Where any Goods and/or Services provided by the Business are faulty or do not comply with the contract, the Customer must notify the Business within 1 day of delivery of the Goods and/or performance of the Services. The Customer shall be entitled to replacement Goods and/or must give the Business a reasonable opportunity to rectify any matters that are not to the Customer's satisfaction. After 1 day the Customer shall be deemed to have accepted the Goods and/or Services 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 any Goods and materials shall not pass to the Customer until the Business 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 the Business reserves the right (and shall be allowed access by the Customer) to remove any Goods or materials supplied by the Business.

6.3 The cost of any damage caused by such removal will not be borne by the Business.

7 CUSTOMER'S OBLIGATIONS

To enable the Business to perform its obligations the Customer shall:

- 7.1 co-operate with the Business;
- 7.2 make the site available to the Business for the duration of the works and ensure a safe supply of necessary services and utilities
- 7.3 provide the Business with any information reasonably required
- 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 Bring all complaints and/or causes for concern to the Business' attention within 24 hours of receiving goods and/or services and to allow the Business a reasonable opportunity within a reasonable period of time to carry out an inspection;
- 7.7 The customer shall grant the Business access to the premises at reasonable times for the purposes of taking measurements and/or carrying out the work specified.

8 GUARANTEES

- 8.1 Materials and Goods supplied by the Business shall be of merchantable quality and fit for their normal purpose
- 8.2 The Business shall perform the Services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.
- 8.3 The Business 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.
- 8.4 In addition to the Customer's statutory rights, the Business guarantees all materials against faulty workmanship for the period specified in the Proposal.
- 8.5 Goods supplied by the Business are guaranteed for the period and on the terms as specified by the manufacturers warranty applicable to the Goods.
- 8.6 The Business will not guarantee its services, parts and equipment supplied to the Customer if: (a) they suffer misuse, treated negligently or if the Business's work is repaired, modified, or tampered with by anyone other than the Business, (b) The Business provides services using the Client's materials, (c) The Client orders the Business to carry out work against the advice of the Business (advice will be given either orally, or in writing) (d) The Business indicates that further works need to be carried out or (e) any existing installations are either inferior or over 10 years old.

9 LIMITATION OF LIABILITY

- 9.1 Provided that nothing in these Terms and Conditions shall exclude or limit the liability of the Business for death or personal injury, the Business 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.
- 9.2 Except to the extent precluded by law, the Business 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.
- 9.3 The Business 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 the Business in writing prior to the date of this Proposal.
- 9.4 Where the Customer supplies Goods or materials the Business accepts no responsibility for any defects or damage and offers no guarantee for these Goods or materials.
- 9.5 For the avoidance of doubt, time shall not be of the essence and the Business shall incur no liability to the Customer in respect of any failure to complete the Services by any agreed completion date.

10 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.

11 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.

12 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.

13 NOTICE OF RIGHT TO CANCEL

13.1 A customer may terminate this contract within 14 days of accepting these terms by giving a written cancellation notice (by post or email) addressed to Mr Lee Flanagan on behalf of the Business at the address given on the Proposal form attached to these Terms and Conditions.

13.2 A cancellation statement is attached to these Terms and Conditions that the Customer may use to exercise his/her right pursuant to the clause 13.

Signed:
On behalf of the Business

Signed:
Customer

Date:

CANCELLATION NOTICE

TO BE COMPLETED, DETACHED AND RETURNED TO THE BUSINESS IN ACCORDANCE WITH CLAUSE 13 ABOVE IF YOU WISH TO CANCEL THE CONTRACT.

IF YOU WISH TO CANCEL THE CONTRACT YOU MUST DO SO IN WRITING AND DELIVER PERSONALLY OR SEND (WHICH MAY BE BY ELECTRONIC MAIL) THIS TO THE PERSON NAMED BELOW. YOU MAY USE THIS FORM IF YOU WANT TO BUT DO NOT HAVE TO.

To Mr Lee Flanagan of CentraHeat Heating & Plumbing Ltd

I/WE (delete as appropriate) hereby give notice that I/WE (delete as appropriate) wish to cancel MY/OUR (delete as appropriate) contract dated (insert date) under reference number (insert reference).

Signed

Name Date

The Customer