

## Our Terms & Conditions

### **1. Working Hours**

The Customer shall give access within County Plumbers Ltd usual working hours. In the event of this not being given and overtime being worked at the Customer's request, the extra cost will be chargeable in addition to the quoted price.

### **2. Programme of Work**

Every effort will be made to meet the requirements of the Customer but no guarantee can be given of the date of commencement or completion of the work and County Plumbers Ltd accepts no responsibility for any delay in the execution of the work, or damage or inconvenience caused, due to labour disputes, fire, accident, non-delivery or shortage of materials or other causes beyond County Plumbers Ltd control. Occasionally County Plumbers Ltd.'s attempt to affect a repair or to clear a drain will be unsuccessful. Provided that County Plumbers Ltd.'s decision to attempt the work was made in good faith, all time spent in conducting such work will be charged for at normal rates, even where the work is unsuccessful.

### **3. Making Good etc.**

Whilst every care will be taken by County Plumbers Ltd, they accept no responsibility for any damage to plaster work, decorations, flooring etc., necessarily consequent upon the execution of the work unless specifically provided for in the quotation. Cuts or holes made to allow for equipment will be made good but not permanently finished or decorated. Floor boards will be replaced but special flooring will not be permanently refixed.

### **4. Water Heating**

Quotations for water heating installations are based on the assumption that the existing plumbing system is in a satisfactory condition. No responsibility is accepted for defects arising in water tanks, pipes etc. during or subsequent to installation work by County Plumbers Ltd.

### **5. Wayleaves**

The Customer shall be responsible for obtaining and retaining any necessary consents, easements, or wayleaves and for any rein- statement of disturbed ground, in the case of extensions to underground distributing lines which are within the Customer's own property or on privately owned property over which the Customer has rights of access or a tenancy.

### **6. Licenses**

Any license, permit or other authority necessary for the execution of the work, shall be obtained by the Customer.

## **7. Guarantee**

Subject as mentioned below, County Plumbers Ltd guarantees all equipment installation and apparatus supplied and fixed or supplied only under this quotation for a period of 100 days from the date of completion of the work and undertakes to repair or replace the same as its option in the event of them becoming defective and/or to remedy any defects which are found to be due to faulty workmanship within that period, free of cost, unless otherwise specified in the quotation. <sup>[L]</sup><sub>[SEP]</sub>County Plumbers Ltd guarantee does not cover drain clearance. County Plumbers Ltd guarantee does not cover any temporary repairs.

County Plumbers Ltd guarantee does not cover defects due to fair wear and tear, the replacement of lamps or fuses, or any causes beyond the control of County Plumbers Ltd.

If any repairs, alterations or additions to the equipment, installation, and/or apparatus are carried out by any person who has not been specifically authorized by County Plumbers Ltd, then the guarantee shall be null and void.

## **8. Fluctuations**

Invoices are strictly net and the quoted price will be adjusted to meet any price variations in labour or materials occurring after the date of quotation.

## **9. Terms of Payment**

Payment shall become due on demand unless otherwise agreed. Failure to pay will incur an interest charge of 2% per month until full payment is received. Progress payments (if applied for) at not less than fortnightly intervals, for the total value of the work done and/or materials delivered to site or to County Plumbers Ltd stores, shall be made within fourteen days of the application.

All monies received towards the purchase of materials and/or for the total charge for contracts will be strictly non-returnable.

In the event of a progress payment not being made in full within the time above mentioned, County Plumbers Ltd shall have the right to stop all work forthwith and shall, at its option, be entitled to treat the Contract as having been repudiated by the Customer and to charge the Customer for work done and materials supplied on a quantum merit basis, without prejudice to County Plumbers Ltd right to claim damages for breach of contract for any loss incurred in respect of plant and materials purchased or prepared for the work, but should County Plumbers Ltd elect to resume work upon such payment being made, the expense incurred by such stoppage and the subsequent resumption of work shall be chargeable to the Customer in addition to the quoted price. The non-completion of the building as a whole or the work of any other trade shall not affect or delay any payment due. County Plumbers Ltd retain lieu upon all materials, plant and machinery, even though installed or delivered on site, for the whole of any unpaid balance due to County Plumbers Ltd

hereunder. Any goods supplied by County Plumbers Ltd shall remain County Plumbers Ltd property until paid for in full, but County Plumbers Ltd shall be entitled to bring an action for the price of such goods even though property therein has not passed.

#### **10. Extra Cost**

In the event of suspension or cancellation of work at the request of the Customer, or lack<sup>[1]</sup><sub>[SEP]</sub> of instructions or delay on site, caused by matters beyond the control of County Plumbers Ltd, any extra expenses thereby incurred shall be chargeable to the Customer, unless made within the statutory fourteen day cooling off period. If overtime is worked or alterations are made at the request of the Customer, the extra cost incurred including reasonable additions for administration expenses and overhead charges will be met by the Customer.

#### **11. Provisional Sums, Variations and Additions to Contract**

Where the quotation includes a Provisional Sum for meeting the cost of provisional or specialists' work to be done or materials or apparatus to be supplied, such sums shall be expended or used either wholly or in part, at the discretion of the Customer and entirely as he may desire or direct. Charges for work carried out by County Plumbers Ltd included in Provisional Sums and charges for Additions and Variations to the Contract shall, in the absence of supplementary estimates, be invoiced at standard day work rates for Contract Additions in accordance with the quotation or as otherwise agreed beforehand.

#### **12. Position of Fittings etc.**

Positions of lighting points, switches, plant, etc. if not provided for in the quotation or an associated drawing are to be determined before work is commenced and any change required therein shall be notified by the Customer to County Plumbers Ltd, in writing, in sufficient time not to impede the progress of the work. Any extra work necessary to meet such changes will be chargeable to the Customer in addition to the quoted price.

#### **13. Tests**

The installation work will be tested during progress and, upon completion, for insulation resistance, earthing and continuity. Such tests to comply with the current edition of the IEE Regulations for the Electrical Equipment of Buildings. Any other tests required by the Customer will be charged for as an extra to the quoted price unless such tests are definitely specified and included in the quotation.

#### **14. Consequential Loss or Damage**

County Plumbers Ltd shall not be responsible for any consequential damage or loss arising out of the performance (or non-performance) of the Contract.

### **15. Damage in Transit**

Where the price quoted includes delivery, County Plumbers Ltd will repair or replace, free of charge, goods damaged in transit, provided the carriers and County Plumbers Ltd receive notification of such damage within three days of delivery and that such notification is confirmed in writing within seven days, but not otherwise.

### **16. Scope of Conditions of Contract**

These conditions of contract will apply in full<sup>[SEP]</sup> to all quotations and work carried out (and)<sup>[SEP]</sup> or apparatus or equipment supplied by County Plumbers Ltd under such quotations except where specifically agreed in writing to the contrary. Save in the event of death or injury. County Plumbers Ltd liability in negligence arising from the supply of goods or services shall in no event exceed the value of the goods or services supplied.

### **17. Taxation**

The price quoted is subject to any subsequent variation in taxation.

### **18. Unfair Contract Terms**

If the customer deals as a consumer as defined in section 12 of the unfair Contract Terms Act 1977, the customer's statutory rights in relation to any terms implied by the Sale of Goods Act 1979 shall be unaffected.