

Terms and Conditions

TERMS AND CONDITIONS OF BUSINESS
OF Lee's Plumbing and Heating Limited.
Company number: 7525113

The following expressions shall have the following meanings:

1 DEFINITIONS

- 1.1 "Supplier" means Lee's Plumbing & Heating Limited of 44 Nottingham Road, Mansfield, Nottingham, Nottinghamshire, NG18 1BL. Contact Christopher Lee (Director).
- 1.2 "Customer" means any person who purchases Services and/or Products 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 Products;
- 1.5 "Services" means the services as described in the Proposal and include any materials required to complete the work;
- 1.6 "Products" means any products supplied by the Supplier to the Customer;
- 1.7 "Terms and Conditions" means the terms and conditions of supply of Services and/or Products set out in this document and any subsequent terms and conditions agreed in writing by the Supplier;
- 1.8 "Order" means the formal acceptance by the Customer of the Proposal;
- 1.9 "Agreement" means the contract between the Supplier and the Customer for the provision of the Services and/or Products incorporating these

2 GENERAL

- 2.1 These Terms and Conditions shall apply to the Agreement for the supply of Services and/or Products by the Supplier to the Customer.
- 2.2 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier or consumer may be entitled in relation to the Services and/or Products, by virtue of any statute, law or regulation.
- 2.3 Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a Consumer.
The Proposal for Services and/or Products is attached to these Terms and Conditions.

3 PROPOSAL

- 3.1 The Proposal for Services and/or Products shall remain valid for a period of 30 Days.
- 3.2 The Proposal must be accepted by the Customer in its entirety.
- 3.3 The Customer shall be deemed to have accepted the Proposal by placing an Order with the Supplier either verbally or in writing.
- 3.4 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, PRODUCTS AND DELIVERY

4.1 The Services and/or Products are as described in the Proposal.

4.2 Any variation to the Services and/or Products must be agreed by the Supplier in writing.

4.3 The Services and/or Products will be delivered at a time and date mutually agreed. The Supplier may vary these times by Notifying in writing or verbally details of the change to the Customer.

4.4 Proof of qualifications, insurances, code of conduct memberships etc. are available upon request.

5 PRICE AND PAYMENT

5.1 The price for Services and/or Products 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 Products within 14 days from the invoice date.

5.5 The Customer will pay interest on all late payments at a rate of 2% of current bank rate.

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 Supplier is entitled to vary the price to take account of:

5.7.1 Any additional Services and/or Products requested by the Customer which were not included in the original Proposal;

5.7.2 Any increase in the cost of materials;

5.7.3 Any additional work required to complete the Services which was not anticipated at the time of the Proposal; and any variation must be intimated notified to the Customer in writing or verbally 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 Products 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 recognized 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 Products are current including but not limited to gas safe registration.
- 7.5 Unless agreed in writing between the parties, the Customer will be responsible for the removal from site of all waste materials resulting from the Works.
- 7.6 The Supplier shall hold valid employer and public liability insurance policies.

8 CANCELLATION

- 8.1 The Customer may cancel an Order for Services and/or Products by notifying the Supplier in writing within 14 days of placing the Order and any monies paid by the Customer will be refunded in full.
- 8.2 The Customer can request to start within the cancellation period if they choose to cancel they will be required to pay you the reasonable costs of the service that you have been delivered up to the time of their cancellation within the cancellation period.

9 GUARANTEE

- 9.1 In addition to the Customer's statutory rights, the Supplier guarantees that the Services and/or Products will be free from defects in materials and/or workmanship for a period of 1 year unless otherwise stated from the date that the Services and/or Products were supplied.
- 9.2 Clause 9.1 does not apply under the following circumstances –
- 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 Products after risk has passed to the Customer;
- 9.2.2 if a fault arises due to wilful 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 Where the Services and/or Products are defective or do not comply with the Agreement the Customer must notify the Supplier in writing within 7 days from the date of discovery.
- 9.4 If the Customer has not paid for the Services and/or Products in full by the date the defect in Services and/or Products is notified to the Supplier then the Supplier has no obligation to remedy the defect in terms of this Clause.
- 9.5 If converting a tank fed system to mains pressure the pressure in the hot / cold pipework, central heating pipework and radiators will be increased which may lead to defects on existing systems or a malfunction to shower mixer valves or ancillary products. We do not accept any liability for any damage caused in these circumstances and any rectifications will be chargeable.
- 9.6 Any materials supplied by the Customer will not be covered by the suppliers warranty and if any faults arise with the product itself the return visit will be

chargeable.

9.7 If the Customer supplies materials that are wrong or incomplete any time lost by the supplier will be chargeable.

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. NO INTELLECTUAL PROPERTY OWNER.

11 PROPERTY AND RISK

11.1 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.

11.2 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.

12 DEFAULT

12.1 The Agreement shall continue until the Services and/or Products 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 4 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 21 days 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 (outside any statutory cancellation period) 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 Products 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 Your statutory rights are not affected.

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.

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 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.

19 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.

20 GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of English courts and the parties hereby submit to the exclusive jurisdiction of the English courts.

21 COMPLAINTS HANDLING POLICY

We are committed to providing a high-quality legal service to all our clients. When something goes wrong, we need you to tell us about it. This will help us to improve our standards.

If you have a complaint, please contact Christopher Lee with the details and request a copy of our "complaints procedure". We have eight weeks to consider your complaint. If we have not resolved it within this time you may complain to Checkatrade via Telephone: 0333 0146 190 or email contact@checkatrade.com or alternatively Citizen's Advice via Telephone: 03454 04 05 06.