

**PLUMBING ON TAP (REG CO NO: 06058405)**  
**TERMS AND CONDITIONS OF BUSINESS**

**1. Parties, Definitions and interpretations**

In these terms and conditions (which are referred to in this document as “The Terms”) the words and expressions used shall have the meanings as specified:

- 1.1 “**Us**” or “**We**” or “**Our**” shall mean Plumbing on Tap
- 1.2 “**You**” and “**Your**” shall mean the customer (for the avoidance of doubt this can be an individual, two or more individuals or a company, group, partnership or other organisation). In the event that the customer is more than one person the obligations and liabilities under this agreement are joint and several.
- 1.3 “**the Contract**” shall mean the agreement between You and Us to carry out the Works to which the Terms shall apply.
- 1.4 “**the Works**” means the works described in Our estimate and/or as referred to in Our [works detail sheet] or any other document or email issued by Us, as may be varied by agreement in writing between the parties.
- 1.5 “**the Additional Works**” shall mean works that did not form part of the original estimate given by Us and are works that have been deemed necessary by Us, You or a third party, or works that are a result of You changing Your initial instructions to Us.
- 1.6 For the purposes of these terms, “**in writing**” includes by email and any document which is set in a hand-held device and any signature on a hand-held screen shall be treated as being in writing.
- 1.7 words importing one gender import any other gender words importing the singular import the plural and vice versa and any reference to a person includes a reference to a company authority board department or other body.

**2. Your Responsibility**

You will:

- 2.1 Provide clear access to allow us to undertake the Works and provide a safe working environment at all times for Us and our employees, agents and sub-contractors engaged for the purpose of carrying out the Works
- 2.2 Ensure that all furniture, furnishings, fixtures and fittings and other items are removed so that We can carry out our work. You will cover and protect all furniture, furnishings, fixtures and fittings and other items which are not removed by You. Any furniture, furnishings, fixtures and fittings and other items which are not removed are left entirely at Your risk and We shall not be liable for any damage to such items howsoever cause.
- 2.3 Obtain the necessary permissions and consents (for example purposes only, consents from Your landlord and/or the Local Authority) that are required before the Works are carried out. By agreeing to the Contract You warrant that You have obtained such permissions and consents as are required.
- 2.4 Obtain any permission necessary to carry out the Works on property belonging to a third party, or enter into or upon property belonging to any third party. By agreeing to the Contract You warrant that You have obtained such consent as may be required.
- 2.5 Ensure that We can obtain access to Your property at dates and times agreed with You, Your agent, Your tenant, or any other person.

- 2.6 You will indemnify Us against any claims of whatever nature brought as a result of your failure to obtain the permissions and/or consents as described in clauses 2.3 and 2.4 above.
- 2.7 You will be liable to Us as a result of the failure or delay in obtaining the necessary permissions and/or consents as referred to in clauses 2.3 and 2.4 above and will keep Us fully indemnified for all loss or damage whether direct, indirect or consequential.

### **3. Estimates**

- 3.1 We shall provide you with a written estimate. For the avoidance of doubt a written estimate is not a fixed price quotation, it is a likely estimate of the costs based on the information made available to Us at the time the estimate was given.
- 3.2 We reserve the right to revise any estimate in the following circumstances:
- (a) You change Your instructions and/or the scope of the Work required;
  - (b) There are unforeseen circumstances and/or the Works become unduly complicated and/or protracted;
  - (c) Further works are required in order to carry out Your original instructions;
  - (d) If there is an increase in the price of the materials and/or any tax or duties payable on materials that We will supply to You as part of the Works.
- 3.3 Any estimate issued by Us will be automatically withdrawn unless accepted by You within 6 calendar weeks of the date of the estimate.
- 3.4 If during the course of the Works any Additional Works are to be undertaken by Us, We will provide You with an estimate for the Additional Works and will only carry out such Additional Works until we have your written acceptance. We reserve the right to request money on account of such Additional Works in accordance with clause 9.2.

### **4. Declining instructions**

- 4.1 We reserve the right to decline instructions and/or cease to carry out the Works or the Additional Works in the following circumstances:
- (a) Any existing heating system and/or boiler is over ten years old and We are not being instructed to install a new boiler and complete system throughout the property;
  - (b) You instruct Us to carry out Works or Additional Works that is against our professional advice and/or in contravention or industry safety standards, statute, regulations, industry standard codes of practice or regulatory body codes of practice.

### **5. Your Liability and Indemnity**

- 5.1 Without limitation to clause 2 above, You shall be liable:
- (a) For any loss, damage or injury, whether caused or suffered directly or indirectly, resulting from a failure or delay by You in performing Your obligations under the Contract.
  - (b) To indemnify Us against all actions, suits, claims, demands, charges, costs, losses and expenses which We may suffer or incur as a result of, or in connection with
  - (c) For Any claim by a third party resulting from a breach of Your obligations, representations or warranties
  - (d) For Any breach by You of Your obligations under the Contract. For the avoidance of doubt this is to include, but is without limitation to, any legal costs incurred in the recovery or attempted recovery any monies or payment due by

You under the Contract or the return of any goods or equipment by You under the Contract.

## **6. Our Liability and Indemnity**

6.1 Our liability shall be limited to the cost or repair or making good any damage caused to Your plaster floors or brickwork as a result of Our negligence. For the avoidance of doubt We will not be liable for damage to any furniture, furnishings, fixtures and fittings and other items left at or in the property under clause 2.2 above or damage to any paintwork or wallpaper.

## **7. Exclusions**

7.1 We do not undertake any structural or other type of building survey. If the Works and/or the Additional Works cannot be completed because of structural or other defects to Your property then we cannot be held liable for this. Further, We cannot be held liable for any damage caused as a result of structural defects to Your property.

7.2 Any Guarantee offered by Us is only applicable to Works carried out in mainland UK.

7.3 Any Guarantee offered by Us is invalidated if any Works, parts or equipment supplied to you:

- (a) suffers misuse
- (b) is treated negligently
- (c) is used inconsistently with either Our or the manufacturers instructions
- (d) is repaired or modified by anyone other than Us
- (e) is tampered with or customised by anyone other than Us.

For the avoidance of doubt, this clause operates to terminate Our Guarantee to You from the time of the occurrence of any event listed in clause 7.3 above. This clause is to apply without exception and will remain operative even if a suitably qualified and/or regulated or registered third party attends to, or attempts to attend to, the Works, parts of equipment.

7.4 We cannot guarantee any existing radiators, pipe work or valves installed at Your property prior to the Contract.

## **8. Retention of Title**

8.1 Any goods, parts or materials supplied by Us under the Contract remain Our legal and equitable property until paid for in full by You.

8.2 We do not authorise any sub-sale of any goods, parts or materials that remain our legal and equitable property.

8.3 The risk in any goods, parts or materials shall pass to You from the date that We deliver the goods, parts or materials to You.

8.4 You accept that We have the right to re-possess any goods, parts or materials that are not paid for in full by You.

8.5 We reserve the right to enter Your property to collect and/or reclaim any goods, parts or materials that remain Our property. You agree to grant Us the right of entry.

## **9. Payment**

9.1 Full payment is due by You on completion of the Works.

9.2 Notwithstanding clause 9.1 We reserve the right to request payment on account of 50% of Our estimate at the beginning of the Contract should We be required to supply materials and/or goods as part of the Works.

- 9.3 On completion an invoice will be issued to you. Our invoice payment terms are strictly 14 days from the date of the invoice.
- 9.4 If You do not pay Us within the time specified in clause 9.3 then we reserve the right to charge interest on a daily basis at the rate of 10% per annum on any amounts unpaid after the final deadline for payment by You. Such interest will continue to accrue until payment in full is received from You.
- 9.5 We shall not be required to submit or deliver to You any certificates, guarantees or other similar documents regarding the Works until payment has been made in full.
- 9.6 VAT is payable at the current rate applicable at the date when the invoice is issued.

## **10. Termination by Us**

- 10.1 We are entitled to terminate the Contract if You ask us to carry out Works or Additional Works as referred to in clause 4.1(b).
- 10.2 In the event that we terminate the Contract under Clause 9.1 We shall notify You in writing of the termination.
- 10.3 Upon such termination You will remain liable for our costs, including labour, equipment, parts, hire or other such costs incurred by Us up to and including the date of termination.

## **11. Cancellation by You**

- 11.1 In the event that you cancel the Contract prior to Us commencing the Works you will remain liable for:
- (a) A fixed fee of £100 plus VAT in respect of our time and costs in preparing the estimate; and
  - (b) the cost of any specialist goods or parts commissioned or ordered by Us for You.

## **12. Entire Agreement**

- 12.1 All estimates given by Us and orders and instructions given by You are governed by the Terms. The Terms supersede any other terms appearing elsewhere and override and exclude any other terms stipulated incorporated or referred to whether in instructions, negotiations or any course of dealing.
- 12.2 The Contract shall constitute the entire understanding between You and Us.
- 12.3 No modification to the Contract shall be effective unless it is made expressly in writing and signed by both parties.
- 12.4 You acknowledge that We have not made any representations (other than those expressly contained in the Contract or estimate) which have induced You to enter into the Contract.
- 12.5 Nothing in this Contract is intended to confer on any person any right or benefit to a third party and accordingly a person who is not a party to the Contract will have no right to enforce any of its terms.

## **13. Force Majeure**

- 13.1 We will use all reasonable endeavours to carry out the Works on the agreed dates and/or within the Contract but shall not be liable under any liability to You if it should be either impossible or impracticable to carry out the Works either on the agreed dates

and/or at all, by reason of strike, industrial dispute, act of God or any other event or occurrence that is beyond Our control.

Signed: .....

Print: .....

Date: .....