

CONDITIONS OF SALE

OF Ashton Plumbing & Heating Ltd

1. Price

- (a) The price quoted is strictly net and is based on current costs of equipment, materials and labour.
- (b) All contracts are accepted subject to satisfactory survey by the company's technical surveyor.
- (c) If allowance has been made in the price for any old fittings and materials and these shall be removed by the contractor.
- (d) The tender may be accepted at any time within a period of 30 days from the date of the tender and if not accepted within such a period shall lapse. In the event of the tender being accepted within such a period of 30 days the contractor reserves the right to take account of any variations in the cost of equipment, materials or labour after a period of 30 days from the date of tender.
- (e) The contractor may make in certain circumstances an extra charge in respect of any period of time during which he is unable to proceed with the work on account of delays which have arisen through no fault of his.
- (f) The tender is based on the work being done during normal working hours. Unless stated otherwise.
- (g) Unless otherwise stated, the tender does not cover any work by other trades nor any statutory fees such as fees relating to planning permission or water regulations etc.
- (h) Any additional work or variation shall be charged on a time and materials basis or be the subject of a separate tender.
- (i) Any defects or deficiencies found in an existing building or system which require to be attended to for satisfactory completion of the tender work, or to satisfy statutory requirements and not specifically referred to in the tender shall be the responsibility of the customer. If the customer arranges for any part or the whole of such work to be carried out by the contractor, it shall be the subject of a separate tender or be charged as an extra on a time and materials basis.
- (j) The contractor shall take every care during the carrying out of the work but the tender does not include renewing flooring or incidental redecoration subsequent upon the proper execution of the work.

In particular the customer shall remove or be responsible for all floor coverings, including carpets, lino and furniture etc. Unless otherwise agreed the contractor shall lift and relay softwood tongues and grooved flooring as necessary. It is not always possible to avoid minor damage by the contractor will make every effort to keep this to a minimum. The contractor shall not be responsible for lifting and relaying hardwood flooring.

2. Drawings

Unless expressly otherwise stated, where drawing are submitted with this tender they shall be demonstrative only and are not prepared to show specifically the type or precise position of construction or installation.

3. Terms of Payment

- (a) Deposit of 20% at the time when goods are delivered to site for any none credit account client, where the agreed sale for works that are not due to be completed during the same day.
- (b) Final payment will be due on completion of the work/order. Unless a credit account facility has been authorised.
- (c) Any progress payments which will become due are detailed in the tender. In addition to these, the contractor has the right to call for a proportionate progress payment in event of delay to the work due in circumstances beyond his control.
- (d) In the event of any payment not being made upon demand following installation or delivery of the products specified on the contract or exceeded the credit terms agreed, the outstanding amount shall carry statutory interest at the rate of 8% (eight per cent) above the current Bank of England base rate at the time the payment falls due.

4. Completion

- (a) The contractor shall make every endeavour to carry out the work within the period stipulated or if no period is stipulated within a reasonable time but shall not be held responsible for any delay, loss or damage arising out of any cause beyond his control.
- (b) Because of changes in design or modifications by the manufacturers or through lack of availability the contractor may not be able to supply the equipment originally specified. In such event he shall be regarded as satisfactorily completing the contract if he supplies with the agreement of the customer a satisfactory and reasonable alternative item and the price shall be adjusted accordingly.

5. Property in Materials

All materials, appliances and fitments and other goods shall remain the property of Ashton Plumbing and Heating until payments are made for the said items.

6. Risks

The contractor shall be responsible for equipment, materials and labour supplied by him during the course of the work, but shall not be liable to replace equipment already installed or re-do work already carried out by him which may have been destroyed, damaged or stolen in circumstances where he is not at fault.

7. General Guarantee

- (a) The contractor guarantees that all goods and materials supplied by him if ordered by description and/or specification shall correspond to that description.
- (b) The contractor guarantees that all goods and materials supplied by him will be of merchantable quality and reasonably fit for the particular purpose for which they are purchased. But this guarantee does not extend (i) if the goods were examined by the customer before fitting, to defects which that examination ought to have revealed or (ii) to defects pointed out to the customer before supply or (iii) where the customer does not or is unreasonable for him to rely on the skill or judgment of the contractor.
- (c) The contractor will make good any defects due to bad workmanship and repair or replace any defective materials or goods supplied provided that any defects are brought to his notice within twelve months of completion of the work. But this guarantee does not extend to:
 - (i) any drawings or designs prepared by persons other than the contractor or any supplies and any other extra work necessary caused by defects in such drawings or designs shall be charged as an extra under clause 1(h).
 - (ii) any loss or damage direct or indirect not to any extra work entailed due to the apparatus being put into operation by the customer or at his request before it is handed over for beneficial use.
 - (iii) any consequential loss or damage caused directly or indirectly by any defects in any articles or materials not manufactured by him except in case of negligence or breach of contract.
- (e) These guarantees are given subject to the Sale of Goods Act, 1979 and under the Unfair Contract Terms Act 1977.

8. Fair trading, Conciliation and Arbitration

The contractor undertakes to adhere to the industry's Code of Fair Trading, Conciliation and Arbitration.

9. Additional Conditions

- (a) The customer shall not interfere or alter the works and at no stage shall the customer ask the contractor's workmen or his subcontractors to carry out extra work or other works without agreeing the works with the contractor first.
- (b) Water, electricity shall be freely available to the contractor unless otherwise stated in the quotation/estimate.
- (c) The company does not except liability for existing pipework during and after completion of the work.

10. Cancellation

The customer may cancel the contract within 7 days of agreeing and signing the contract agreement form without penalty in writing to ourselves. After 7 days the sum of 5% of the contract sum shall be chargeable for administration fees etc. if the contract is cancelled within 10 days of starting the contract the sum chargeable will be 20% plus any additional ordered materials etc. which cannot be cancelled.

11. Grant Works

All payments made for grant works for the grant source shall be made payable direct to Ashton Plumbing and Heating, contributions to the grant by the client will be made as condition 3a and 3b.

12. General

- (i) If any term or provision of these 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 Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.
- (ii) The Seller may without the consent of the Buyer sublicense its rights or obligations or any part of these conditions.
- (iii) The headings in these Conditions are for ease of reference only and shall not affect the interpretation of any of the Conditions.

13. Entire Agreement

Each of the parties agrees that save in respect of statements made fraudulently it shall have no remedy in respect of any untrue statement upon which it relied in entering this Agreement and that its only remedies shall be for breach of contract.

14. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the Courts of England and Wales.