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## D & J PLUMBING & HEATING (UK) - TERMS AND CONDITIONS (B2C)

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### BACKGROUND:

These Terms and Conditions are the standard terms which apply to the provision of plumbing services by D & J Plumbing & Heating (UK) Ltd (“the Trader”) to customers who require plumbing services to be provided at their home. Please read them carefully and ensure that you understand and agree to them. If you have any questions, please contact us.

These Terms and Conditions apply only where the customer is a “Consumer” as defined by the Consumer Rights Act 2015.

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Agreed Times”</b>	means the times which You and We agree for Us to have access to the Property to complete the carry out and complete the Plumbing Services [as specified in the Agreement];
<b>“Agreement”</b>	means the contract into which You and We will enter if You accept the Quotation. The Agreement will incorporate, and be subject to, these Terms and Conditions. [Our standard form of Agreement is attached as Schedule 1];
<b>“Business”</b>	means any business, trade, craft or profession carried on by You or any other person or organisation;
<b>“Consumer”</b>	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer of the Trader who receives Plumbing Services for their personal use and for purposes wholly or mainly outside the purposes of any Business;
<b>“Deposit”</b>	means the deposit You may be required to pay Us in accordance with Clause 5;
<b>“Final Fee”</b>	means the total of all sums You must pay Us which will be shown on the invoice issued in accordance with Clause 6;
<b>“Model Cancellation Form”</b>	means the model cancellation form attached as Schedule 2;
<b>“Order”</b>	means Your initial request for Us to provide the Plumbing Services as set out in Clause 4;
<b>“Plumbing Services”</b>	means the plumbing services We will provide as specified in the Agreement;

<b>“Products”</b>	means the products required for the provision of the Plumbing Services which We will supply (if any) as specified in the Agreement;
<b>“Property”</b>	means Your home, as detailed in the Order and the Agreement, at which the Plumbing Services are to take place including the site/s where work is to be carried out;
<b>“Quotation”</b>	means the quotation We give to You in accordance with Clause 4 detailing the services We will provide to You and the fees We will charge;
<b>“Quoted Fee”</b>	means the fee set out in the Quotation which may change according to the actual work undertaken as set out in Clause 6 of these Terms and Conditions;
<b>“Start Date”</b>	means the date You and We agree on for Us to start providing the Plumbing Services as specified in the Agreement;
<b>“Trader”</b>	means Us or Our employee who will be responsible for providing the Plumbing Services;
<b>“Visit”</b>	means any occasion, scheduled or otherwise, on which We visit the Property to provide the Plumbing Services;
<b>“We/Us/Our”</b>	means the Trader and includes all employees, agents and sub-contractors of the Trader; and
<b>“You/Your”</b>	means a Consumer who is a customer of the Trader.

- 1.2 Any reference to “writing”, and any similar expression, includes a reference to electronic communication sent by e-mail [or] [text message,] or other electronic means.
- 1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
- 1.4 Each reference to “these Terms and Conditions” is a reference to these Terms and Conditions.
- 1.5 Each reference to a Schedule is a reference to a schedule to these Terms and Conditions.
- 1.6 The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.
- 1.7 Words signifying the singular number will include the plural and vice versa.
- 1.8 References to any gender will include any other gender.
- 1.9 References to persons, unless the context otherwise requires, include corporations.

## 2. Information about Us

- 2.1 We are a Limited company.
- 2.2 [We trade under the name D & J Plumbing & Heating (UK) Ltd.]

- 2.3 [We are registered in England under number 08621168.]
- 2.4 [Our registered office is at 11 Hawkins Way, Braintree, Essex, CM7 9TD.]
- 2.5 [Our main trading address is 11 Hawkins Way, Braintree, Essex, CM7 9TD.]
- 2.6 [Our VAT number is 325540912.]
- 2.7 [We are registered with a recognised and authorised self-certification scheme. We will ensure that any sub-contractors We use are also registered in this way.]
- 2.8 [We are a member of APHC.]

### 3. **Communication and Contact Details**

- 3.1 If You wish to contact Us with questions or complaints, You may contact Us by telephone at 01376 310615 or by email at [info@davisandjoyce.co.uk](mailto:info@davisandjoyce.co.uk).
- 3.2 In certain circumstances You must contact Us in writing (as stated in various Clauses throughout these Terms and Conditions). When contacting Us in writing You may use the following methods:
  - 3.2.1 contact Us by email at [info@davisandjoyce.co.uk](mailto:info@davisandjoyce.co.uk); or
  - 3.2.2 contact Us by pre-paid post at D & J Plumbing & Heating (UK) Ltd, 11 Hawkins Way, Braintree, Essex, CM7 9TD.

### 4. **Orders**

- 4.1 We accept orders for Plumbing Services via telephone, text, whatsapp messages, wix message.
- 4.2 When placing an Order, You should set out, in detail, the Plumbing Services required. Details required include the location and size of the Property, the number and type of rooms in which work is required and the type(s) of work required (e.g. piping, installation of appliances etc.). [We will provide You with an order form containing prompts for all required information.] [All such details will be set out in the Agreement.]
- 4.3 Once the Order is complete and submitted to Us, We will prepare a Quotation and send it to You either by email or first-class post. The Quotation will set out the required Deposit (if applicable) and fee (see Clauses 5 and 6).
- 4.4 If We decide that We cannot accept your Order and provide a Quotation, We will inform You of this in writing.
- 4.5 Before You accept the Quotation, You may make changes to the Order and may request changes to the Quotation by amending the Quotation to show the requested changes. We may then revise the Quotation to incorporate any or all amendments made to it by You.
- 4.6 You may accept a Quotation or, where applicable, a revised Quotation, by signing and dating a copy of it and returning it to Us within 30 days after the date We issue the Quotation or, where applicable, a revised Quotation.
- 4.7 If You wish to make any change/s to Your Order after accepting the Quotation, please contact Us and We will tell You whether or not the change/s can be accommodated. We will tell You of any changes to the fees payable as a result and We will provide a revised Quotation where We decide that We can

accommodate the change/s that You requested. You may then accept that revised Quotation.

- 4.8 When You have returned to Us the accepted Quotation or, where applicable, the revised Quotation, and You have paid the Deposit, We will complete any blanks in the Agreement in accordance with the accepted Quotation, attach a copy of the Order and accepted Quotation to the Agreement, sign and date the Agreement, and return it to You. If You then sign and date the Agreement and return it to Us, and You have paid the Deposit, a legally binding contract between You and Us will at that time come into effect requiring Us to provide the Plumbing Services and for You to pay for them.
- 4.9 The issue, receipt or acceptance of an Order or Quotation or any revised Order or Quotation by You or Us shall not have any legally binding effect on You or Us unless and until an Agreement is signed and dated by both You and Us and You have paid the Deposit.

## 5. **Deposit**

- 5.1 At the time of accepting the Quotation or not more than 14 calendar days thereafter, depending on the nature of the work and any specialist Products required in advance, We may require You to pay Us a Deposit. The Deposit will be 50% of the quoted fee's. We will not provide an Agreement for You to sign until the Deposit is paid in full.
- 5.2 If You cancel the Plumbing Services, We may retain some or all of the Deposit as set out in Clauses 13, 14 and 15.

## 6. **Fees and Payment**

- 6.1 The Quoted Fee will include the price payable for the Plumbing Services and for the Products that We estimate are required.
- 6.2 We will where reasonably possible use only the Products (and quantities of Products) set out in the Quotation and the Agreement; however, if additional Products are required, We will adjust the Final Fee to reflect this. We will keep any increases to a necessary minimum, will keep You informed at all times, and will not proceed without Your [written] agreement.
- 6.3 If the price of Products or services that We need to procure increases during the period between Your acceptance of the Quotation and the Start Date, We will inform You of the increase and of any difference in the Final Fee. If You do not wish to accept the increase, You may cancel the Agreement by giving Us notice in writing and receive a full refund of all sums paid including, where applicable, the Deposit.
- 6.4 The Quoted Fee and the Final Fee are inclusive of any VAT chargeable. If the rate of any such VAT changes, We will adjust the amount of VAT that You must pay.
- 6.5 We will invoice You when the Plumbing Services have been completed.
- 6.6 You must pay any invoice within 7 days of receiving it.
- 6.7 We accept the following methods of payment:
  - 6.7.1 Bank transfer;
  - 6.7.2 Cheque;

### 6.7.3 Cash;

- 6.8 If You do not pay an invoice by the due date, We may charge You interest on the overdue sum at the rate of 3% above the base rate of Bank of England from time to time until payment is made in full. Interest will accrue on a daily basis from the due date until the actual date of payment, whether before or after judgment.
- 6.9 If You have promptly contacted Us to dispute an invoice in good faith, We will not charge interest while such a dispute is ongoing.

## 7. **Plumbing Services**

- 7.1 We will provide the Plumbing Services in accordance with the specification set out in the accepted Quotation and in the Agreement (as may be amended by agreement in writing between You and Us from time to time).
- 7.2 We may provide sketches, plans, diagrams or similar documents in advance of carrying out the Plumbing Services. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification of the Plumbing Services nor to guarantee specific results.
- 7.3 We will use reasonable endeavours to ensure that the Products We use match those chosen by You and are consistent throughout the Property (or relevant parts of the Property). There may be slight variations to the same Products as a result of differences between photographs, catalogues and other materials, and the Products themselves, or as a result of minor technical changes which will not impact your use of the Product in question. Product packaging may also vary. If different Products are required due to non-availability, We will not supply them without consulting with You first, in advance of commencement of the Plumbing Services. If You do not wish to accept the alternative Products, You may cancel the Agreement and receive a full refund of all sums paid including, where applicable, the Deposit.
- 7.4 The responsibility (sometimes referred to as the "risk") for the Products remains with Us until they have been delivered to You at which point it will pass to You. You will own the Products once We have received payment in full for them.
- 7.5 We will ensure that the Plumbing Services are performed with reasonable care and skill and to a reasonable standard which is consistent with best trade practice.
- 7.6 We will ensure that We comply with all relevant codes of practice.
- 7.7 We will ensure that no parts of the Property suffer damage as a result of Our provision of the Plumbing Services. We will at Our expense make good any damage that occurs at no additional expense to You as soon as is reasonably possible. [We may instruct You to take reasonable steps to protect the Property while We are carrying out the Plumbing Services, including but not limited to the removal of valuable and/or delicate items from the areas where We are working. We will not be liable for any damage which occurs as a result of Your failure to follow such instructions.]
- 7.8 We will properly dispose of all waste that results from Our provision of the Plumbing Services.
- 7.9 Where the carrying out of the Plumbing Services is to last for more than one

working day, We will where reasonably possible leave the Property in a clean and tidy state and minimise any disruption to Your use and enjoyment of the Property while work is being carried out. We will wherever possible store all tools and materials only in areas where work is being carried out or remove them from the Property at the end of each working day.

## **8. Faulty Products**

- 8.1 If any Products are supplied in the course of Us providing the Plumbing Services, and You discover a defect with one or more of those Products or if the Product or Products have been incorrectly described, You should inform Us using the contact details above in Clause 3.
- 8.2 Within the first 30 calendar days after completion of the Plumbing Services, You are entitled, at Your option, to a full refund, to keep the Product(s) at a reduced price, or to a repair or replacement.
- 8.3 After those first 30 calendar days, and for the first six months after completion of the Plumbing Services, We will, at Our option, repair or replace any defective Products or, if a repair or replacement is not practicable or possible, or if a repair or replacement is unsuccessful, You are entitled to a full refund. Alternatively, You may keep the Product(s) at a reduced price. This right may not apply if We can prove that the defect has been caused deliberately or negligently by You, or as a result of Your failure to follow instructions given by Us or as included with the Product.
- 8.4 After the first six months after completion of the Plumbing Services, if any Product develops a fault, You must prove that the Product in question was faulty at the time We supplied it and You took ownership of it. You may be entitled to a repair or replacement, or to a partial refund for up to six years depending upon the nature of the Product and how long it can reasonably be expected to last.

## **9. Problems with Our Service**

- 9.1 If there is a problem with the result of the Plumbing Services, i.e. they have not been provided with reasonable care and skill, You are entitled to ask Us to repeat or fix the Plumbing Services, or to get a price reduction if this is not possible.
- 9.2 We always use reasonable efforts to ensure that Our provision of the Plumbing Services is trouble-free. If, however, there is a problem with the Plumbing Services We request that You inform Us as soon as is reasonably possible. We will use reasonable efforts to remedy problems with the Plumbing Services as quickly as is reasonably possible and practical.
- 9.3 We will not charge You for remedying problems under this Clause 9 where the problems have been caused by Us [or where nobody is at fault]. If We determine that a problem has been caused by incorrect or incomplete information or action provided or taken by You, We may charge You for remedial work.
- 9.4 As a Consumer, You have certain legal rights with respect to the purchase of goods or services. For full details of Your legal rights and guidance on exercising them, it is recommended that You contact Your local Citizens Advice Bureau or Trading Standards Office.

- 9.5 If We do not perform and complete the Plumbing Services with reasonable skill and care, You have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to You, You have the right to a reduction in price.
- 9.6 If the Plumbing Services are not performed in line with information that We have provided about them, You also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to You (or if Our breach concerns information about Us that does not relate to the performance of the Plumbing Services), You have the right to a reduction in price.
- 9.7 If for any reason We are required to repeat the Plumbing Services in accordance with Your legal rights, We will not charge You for doing so and We will bear any and all costs of doing so. In cases where a price reduction applies, this may be any sum up to the full fees payable for the Plumbing Services and, where You have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 calendar days starting on the date on which We agree that You are entitled to the refund) and made via the same payment method originally used by You unless You request an alternative method.

## 10. **Your Obligations**

- 10.1 If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, You must obtain them before We begin to provide the Plumbing Services.
- 10.2 We may ask you to move or remove certain furniture, fixtures and fittings in the Property before we begin work. Unless You and We specifically agree otherwise, this is Your responsibility.
- 10.3 You will ensure that We can access the Property at the Agreed Times to provide the Plumbing Services.
- 10.4 You may either give Us a set of keys to the Property or be present at the Agreed Times to give Us access. We promise that all keys will be kept safely and securely by Us.
- 10.5 If You do not provide the necessary access to the Property or make it impossible for Us to provide the Plumbing Services by failing to comply with any other provision in this Clause 10, and do not have a good reason for this, We may invoice you for any additional charges incurred as a result.
- 10.6 You must ensure that We have access to electrical outlets [and a supply of hot and cold running water].

## 11. **Complaints and Feedback**

- 11.1 We always welcome feedback from Our customers and, while We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.
- 11.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from us on request via email correspondence.
- 11.3 If You wish to complain about any aspect of Your dealings with Us, please

contact Us in one of the following ways:

11.3.1 In writing, addressed to Daniel Joyce, 11 Hawkins way, Braintree, Essex, CM7 9TD;

11.3.2 By email, addressed to Stephen Davis, Steve@davisandjoyce.co.uk;

11.3.3 Using Our complaints form, following the instructions included with the form;

11.3.4 By telephone on 01376 310615.

## 12. **Changing the Start Date**

12.1 If You ask Us to change the Start Date:

12.1.1 We will where reasonably possible agree a revised Start Date with You;

12.1.2 If it is not possible to agree a revised Start Date either You or We may terminate the Agreement (see Clause 15).

12.2 If We ask You to change the Start Date, You may either:

12.2.1 agree a revised Start Date with Us; or

12.2.2 terminate the Agreement (see Clause 15).

## 13. **Cancellation of Contract During the Cooling Off Period**

13.1 Where the Agreement is not made "on Our premises", You have a statutory right to a "cooling off" period. This period begins once the contract between You and Us is formed and ends:

13.1.1 in relation to any Products supplied, at the end of 14-calendar days after the date on which the Products are delivered. If the Products are delivered in instalments, the 14-calendar day period begins on the day that You receive the final instalment; and

13.1.2 in relation to the Plumbing Services, at the end of 14-calendar days after the date on which the contract is formed.

13.2 If You wish to cancel the Agreement within the cooling off period, You should inform Us immediately by a clear statement (e.g. a letter sent by post or email to the postal address or email address specified in these Terms and Conditions). You may use the Model Cancellation Form, but You do not have to.

13.3 To meet the cancellation deadline, it is sufficient for You to send Your communication concerning the exercise of the right to cancel before the cancellation period has expired.

13.4 If You exercise this right to cancel You will receive a full refund of any amount paid to the Us in respect of the contract (including, but not limited to, the Deposit, where applicable).

13.5 We will refund money using the same method used to make the payment, unless You have expressly agreed otherwise. In any case, You will not incur any fees as a result of the refund.

13.6 We will process the refund due to You as a result of a cancellation without



undue delay and, in any case, within the period of 14 calendar days after the day on which We are informed of the cancellation.

- 13.7 If You exercise the right to cancel in relation to Products:
- 13.7.1 We will issue a refund within 7 days and in any event no later than 14 calendar days after We receive the relevant Products (and will include standard delivery charges if You send the Products to Us);
  - 13.7.2 You must return the Products to Us within 14 calendar days of the day on which You inform Us that You wish to cancel and return them;
  - 13.7.3 We may make a deduction from the refund for loss in value of any Products supplied, if the loss is the result of unnecessary handling by You;
  - 13.7.4 Please also note that Products that become inseparably mixed with others cannot be returned.
- 13.8 If the Start Date falls within the cooling off period, You must make an express request for provision of the Plumbing Services to begin within the 14-calendar day cooling off period. [This request forms a normal part of the ordering process.] By making such a request You acknowledge and agree to the following:
- 13.8.1 If the Plumbing Services are completed within the 14-calendar day cooling off period, You will lose the right to cancel once the Plumbing Services are completed;
  - 13.8.2 If You cancel the Agreement after provision of the Plumbing Services has begun, You will be required to pay for the Plumbing Services and any Products that cannot be returned to Us supplied up until the point at which You inform Us of Your wish to cancel;
  - 13.8.3 The amount due will be calculated in proportion to the full price of the Plumbing Services and the actual Plumbing Services already provided. Any sums that have already been paid for the Plumbing Services will be refunded subject to deductions calculated on this basis;
  - 13.8.4 We will process any refund within 7 days and in any event no later than 14 calendar days after You inform Us of Your wish to cancel.
- 13.9 Clause 14 applies to the termination of the Agreement after the 14-calendar day cooling off period has elapsed.

#### **14. Cancellation Outside of the Cooling Off Period**

- 14.1 In addition to Your rights in Clause 13 relating to the cooling off period, You may terminate the Agreement (i.e. cancel the Plumbing Services) at any time before the Start Date (if relevant):
- 14.1.1 If You cancel the Plumbing Services after the 14 calendar day cooling off period has expired (or where it does not apply) and more than 7 calendar days before the Start Date, We will refund the Deposit, if applicable, and any other sums paid as soon as is reasonably possible, and in any event within 14 calendar days of cancellation.
  - 14.1.2 If You cancel the Plumbing Services after the 14 calendar day cooling off period has expired (or where it does not apply) and less than 7 calendar days before the Start Date, We will retain from the Deposit, if applicable, a sum to cover any net financial loss that We suffer due to

the cancellation. We will refund the balance of the Deposit to You as soon as is reasonably possible, and in any event within 14 calendar days of cancellation. If Our net financial loss is more than the amount of the Deposit (and/or if no Deposit has been paid), We will invoice You for the shortfall and You will be required to make payment in accordance with Clause 6.

- 14.2 We may need to terminate the Agreement before the Start Date due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, We will inform You as soon as is reasonably possible. We will refund the Deposit, if applicable, and any other sums paid as soon as is reasonably possible, and in any event within 14 calendar days of termination.

## 15. Termination

- 15.1 You may terminate the Agreement with immediate effect at any time by giving Us written notice if:
- 15.1.1 We have breached the Agreement in any material way and have failed to remedy that breach within 3 days of You asking Us in writing to do so;
  - 15.1.2 We enter into liquidation or have an administrator or receiver appointed over Our assets;
  - 15.1.3 You and We have been unable to agree a revised Start Date or You elect to terminate the Agreement under Clause 12;
  - 15.1.4 We are unable to provide the Plumbing Services due to an event outside of Our control (see Clause 17).
- 15.2 We may terminate the Agreement with immediate effect by giving You written notice if:
- 15.2.1 You fail to make a payment on time as required under Clause 6 (this does not affect Our right to charge interest on overdue sums under sub-Clause 6.8);
  - 15.2.2 You have breached the Agreement in any material way and have failed to remedy that breach within 3 days of Us asking You in writing to do so; or
  - 15.2.3 You and We have been unable to agree a revised Start Date under Clause 12;
  - 15.2.4 You do not provide Us with access to the Property or otherwise make it impossible for Us to provide the Plumbing Services, and We have been unable to contact You to re-arrange the Plumbing Services under sub-Clause 10.5;
  - 15.2.5 We have been unable to provide the Plumbing Services for more than 4 weeks due to an event outside of Our control (see Clause 17).
- 15.3 For the purposes of this Clause 15 a breach of the Agreement will be considered 'material' if it is not minimal or trivial in its consequences to the terminating Party. In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.
- 15.4 If at the termination date:

15.4.1 You have made any payment to Us (including, but not limited to, the Deposit, where applicable) for any Plumbing Services We have not yet provided, these sums will be refunded to You as soon as is reasonably possible, and in any event within 14 calendar days of the termination notice. We may, however, deduct from such a refund (or charge You) reasonable compensation for the net costs We will incur as a result of your breaking the Agreement if We terminate it under sub-Clauses 15.2.1, 15.2.2, or 15.2.4.

15.4.2 We have provided Plumbing Services that You have not yet paid for, the sums due will be deducted from any refund due to You or, if no refund is due, We will invoice You for those sums and You will be required to make payment in accordance with Clause 6.

## 16. **Effects of Termination**

16.1 If the Agreement is terminated for any reason:

16.1.1 Any Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement will remain in full force and effect.

16.1.2 Termination will not remove or reduce any right to damages or other remedy which either You or We may have in respect of any breach of the Agreement which exist at or before the date of termination.

## 17. **Events Outside of Our Control (Force Majeure)**

17.1 We will not be liable for any failure or delay in performing Our obligations under these Terms and Conditions where the failure or delay results from any cause that is beyond Our reasonable control ("Force Majeure"). Such Force Majeure causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic, pandemic or other natural disaster, or any other similar or dissimilar event that is beyond Our reasonable control .

17.2 If any Force Majeure event described under this Clause 17 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

17.2.1 We will inform You as soon as is reasonably possible;

17.2.2 Our obligations under the Agreement will be suspended and any time limits that We are bound by will be extended accordingly;

17.2.3 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Plumbing Services as necessary;

17.2.4 You or We may terminate the Agreement (see Clause 15).

## 18. **Liability**

- 18.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by You and Us when the Agreement is entered into. We will not be responsible for any loss or damage that is not foreseeable.
- 18.2 We will maintain suitable and valid insurance including public liability insurance.
- 18.3 We provide Plumbing Services for domestic and private purposes only. We make no warranty or representation that the Services are fit for commercial, business or industrial purposes of any kind. We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 18.4 If We cause any damage to the Property or anything in it, We will make good that damage at no additional cost to You. We are not responsible for any pre-existing faults or damage in or to Your property that We may discover while providing the Plumbing Services.
- 18.5 We shall only be liable for any reasonably foreseeable financial losses suffered as the result of any breach of contract or negligence by us
- 18.6 We are not liable for any loss or damage You suffer which results from Your failure to follow any reasonable instructions given by Us.
- 18.7 Nothing in these Terms and Conditions is intended to or will limit or exclude Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.
- 18.8 Nothing in these Terms and Conditions is intended to or will limit Your legal rights as a Consumer under any consumer protection legislation. For more details of Your legal rights please refer to Your local Citizens Advice Bureau or Trading Standards Office.

## 19. **How We Use Your Personal Data (Data Protection)**

We will only use Your personal data as set out in Our Privacy notice available from us via email on request from [info@davisandjoyce.co.uk](mailto:info@davisandjoyce.co.uk).

## 20. **Other Important Terms**

- 20.1 We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.
- 20.2 We may transfer (assign) Our obligations and rights under the Agreement to a third party (this may happen, for example, if We sell Our business). If this occurs, We will inform You in writing. Your rights under the Agreement will not be affected and Our obligations under the Agreement will be transferred to the third party who will remain bound by them.
- 20.3 You may not transfer (assign) Your obligations and rights under the Agreement without Our express written permission (such permission not to be unreasonably withheld).

- 20.4 The Agreement is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of the Agreement.
- 20.5 If any provision of the Agreement or these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Agreement or these Terms and Conditions and the remainder of the provision in question will not be affected.
- 20.6 No failure or delay by Us or You in exercising any rights under the Agreement means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of the Agreement means that We or You will waive any subsequent breach of the same or any other provision.

## 21. Regulations and Information

- 21.1 We are required by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before You have accepted the Quotation and the Agreement has been signed by You) except where that information is already apparent from the context of the transaction. We have included the information itself either in the Agreement or Quotation for You to see, or We will make it available to You before You accept the Quotation and sign the Agreement. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.
- 21.2 As required by the Regulations:
  - 21.2.1 all of the information described in sub-Clause 21.1; and
  - 21.2.2 any other information which We give to You about the Plumbing Services, or about Us or Our business which you take into account when deciding to accept the Quotation and sign the Agreement, or when making any other decision about the Plumbing Services,will be a part of the terms of Our contract with You as a Consumer.

## 22. Law and Jurisdiction

- 22.1 These Terms and Conditions, the Agreement, and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, the law of [England & Wales] [Northern Ireland] [Scotland].
- 22.2 As a consumer, You will benefit from any mandatory provisions of the law in Your country of residence. Nothing in Sub-Clause 22.1 above takes away or reduces Your rights as a consumer to rely on those provisions.
- 22.3 Any dispute, controversy, proceedings or claim between You and Us relating to these Terms and Conditions, the Agreement, or the relationship between You and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by Your residency.

## SCHEDULE 1

### SERVICE AGREEMENT

**THIS AGREEMENT** is made the                    day of

**BETWEEN:**

- (1) D & J Plumbing & Heating (UK) Ltd a company registered in England & Wales under number 08621168 whose registered office is at 11 Hawkins Way, Braintree, Essex, CM7 9TD (“the Trader”) and
- (2) <<Name of Customer>> of <<insert Address>> (“the Customer”)

**BACKGROUND:**

- (1) The Trader provides plumbing services to consumer customers and has reasonable skill, knowledge and expertise in that field.
- (2) The Customer wishes to engage the Trader to provide the services specified below (“the Plumbing Services”).
- (3) The Trader agrees to provide the Plumbing Services to the Customer, subject to the attached Terms and Conditions and the terms of this Agreement.

**IT IS AGREED** as follows:

**1. The Agreement**

- 1.1 This Agreement incorporates the attached Terms and Conditions.
- 1.2 In this Agreement, words with initial capital letters have the same meaning as they have in the Terms and Conditions.
- 1.3 A legally binding contract between You and Us will be created when You and We sign this Agreement.
- 1.4 We confirm and You acknowledge that We have given or made available to You the following information (save for where such information is already apparent from the context of the transaction):
  - 1.4.1 The main characteristics of the Plumbing Services;
  - 1.4.2 Our identity and contact details;
  - 1.4.3 The total price payable for the Plumbing Services including taxes or, if the Price cannot be calculated in advance, the manner in which it will be calculated;
  - 1.4.4 The arrangements for payment, performance and the time by which (or within which) We undertake to perform the Plumbing Services;
  - 1.4.5 Our complaints handling policy;

- 1.4.6 The duration of this Agreement, where applicable, or if this Agreement is of indeterminate duration or is to be extended automatically, the conditions for terminating it.
  - 1.5 As required by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:
    - 1.5.1 all of the information described in Clause 1.4; and
    - 1.5.2 any other information which We give to You about the Plumbing Services or about Us which You take into account when entering into this Agreement or when making any other decision about the Plumbing Services
- will be part of the terms of Our contract with You as a Consumer.

## 2. **The Plumbing Services**

- 2.1 We will:
  - 2.1.1 begin to provide the Plumbing Services on the Start Date of <<insert date>>;
  - 2.1.2 aim to complete the Plumbing Services by <<insert date>>;
  - 2.1.3 provide the Plumbing Services during the Agreed Times of <<insert times>> or such other times as You and We may agree in writing;
  - 2.1.4 provide the Plumbing Services at the Property located at <<insert address>>;
  - 2.1.5 perform the Plumbing Services in accordance with the specification referred to in Clause 2.2
- 2.2 The specification for the Plumbing Services is [as follows: <<insert full description of services to be provided>>] **OR** [attached].
- 2.3 The Products we will supply are [as follows: <<insert full description of products to be supplied>>] **OR** [listed in the attached specification].
- 2.4 You and We may agree in writing to vary the specification from time to time.

## 3. **Fees and Payment**

- 3.1 You will pay the Quoted Fee of £<<insert sum>> for the Plumbing Services (subject to changes as set out in the Terms and Conditions). This sum may be broken down as follows:
  - 3.1.1 <<insert a breakdown of all sums payable>> [and
  - 3.1.2 Value Added Tax of £<<insert amount>>].
- 3.2 <<Insert full details of other sums due (if any) as detailed in the Quotation>>.

## 4. **Waiver of Cooling Off Period**

- 4.1 By signing this Agreement, You request Us to commence provision of the Plumbing Services immediately and not to wait for the 14-calendar day cooling off period referred to in Clause 13 of the Terms and Conditions to expire.

- 4.2 You acknowledge that if You exercise the right to cancel You will be liable to pay Us for the Plumbing Services provided up until the point at which You inform Us of Your wish to cancel, as set out in Clause 13 of the Terms and Conditions.
- 4.3 You acknowledge that You will lose the right to cancel if the Plumbing Services are fully performed within the 14-calendar day cooling off period.

SIGNED for and on behalf of the Trader by:

<<Name and Title of person signing for the Trader>>

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Authorised Signature

Date: \_\_\_\_\_

SIGNED by the Customer:

<<Name of Customer>>

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Signature

Date: \_\_\_\_\_



## SCHEDULE 2

### MODEL CANCELLATION FORM

To: <<trader to insert trader's name, geographical address and, where available, email address>>

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) cancel my/our (delete as appropriate) contract for plumbing services dated << >>.

Name of consumer(s): << >>

Address of consumer(s): << >>

Signature of consumer(s): << >>

Date: