

## D & J Plumbing & Heating (UK) Ltd

### TERMS OF BUSINESS

These Terms of Business will apply in relation to all plumbing services carried out by us for you, our client.

#### 1. DEFINITIONS

In these Terms & Conditions:

**"Charges"** means the fees and expenses payable by you for the Services (including materials and equipment) to be supplied by us;

**"Schedule of Rates"** means the schedule setting out our Charges that is in force at the time of the contract

**"Services"** means the plumbing and other services to be provided by us which may include supply and installation of equipment;

**"Property"** means the place where the Services are to be carried out.

**"Work"** means the process of us using our expertise in a practical way which effects the mechanical status of your plumbing system, we will advise of us working on your system where appropriate as to distinguish from a survey or inspection

#### 2. CONTRACT

2.1 When we supply a written or verbal estimate or fixed price quotation which is accepted by you verbally or by a written or electronic agreement that is acknowledged by you via email or text message, that verbal acknowledgement or document together with these Terms of Business will create the contract between us. If we are called out to the Property to provide services then, unless otherwise agreed, the contract will come into effect when we start work and our Charges will be as set out in our Schedule of Rates.



### **3. OUR OBLIGATIONS TO YOU**

- 3.1 We will exercise reasonable skill and care in the supply of our Services.
- 3.2 We will carry out the Services in accordance with the contract and relevant legislation and British Standards.
- 3.3 We will give reasonable notice of the date and time when we require access to the Property and the likely duration of the Services.
- 3.4 When items of equipment to be supplied to you are not available, we may select alternative equipment of a comparable quality and we will notify you with relevant details.

### **4. YOUR OBLIGATIONS TO US**

- 4.1 You will give us access to the Property as required to enable us to carry out the Services without interference by you or by other contractors. You will also ensure that the area where we are to work is cleared of furniture and equipment that might impede our work or be at risk of damage. Our normal working hours are 08.00 – 18.00 Monday to Friday and 09.00 – 13.00 Saturday. We are closed on Sundays.
- 4.2 You will provide at your expense any facilities that we require such as mains electricity, water and secure storage for equipment and materials that are left overnight. Also, you agree that we can turn off the power or water supply as needed for us to do our work. You also agree that the heating of your property and hot water supply may be affected until works are complete and this does not entitle you to recompense if this occurs.
- 4.3 You are solely responsible for obtaining any planning permission required for the Services and for any permits and licences needed (unless otherwise agreed in writing between us).

### **5. EXCLUSIONS**

- 5.1 Clearing items of furniture or equipment that might impede our access to work areas is not included in our Services.
- 5.2 Building work, brick work, electrical works requiring a registered electrician, carpentry, tiling, plastering and redecoration of affected areas which are affected by our works are not included.

- 5.3 Removal and disposal of cardboard, plastic, foam packaging, is not included and remains the property of the client. Old appliances, metal pipework and system components are included for removal and will be removed on completion of works.
- 5.4 Cleaning of any surface that may present a potential bacterial contamination risk to staff are not included, we reserve the right to cease work if such surfaces are not cleaned prior to works commencing, in the advent of any health risk found at the property which cannot be resolved with haste, we reserve the right to terminate the contract.
- 5.5 In the event of the discovery of potential Asbestos containing products occurring after works begin, we shall notify you in writing. We are unable to knowingly disturb or remove asbestos containing products which may present a risk to health in accordance with HSE guidelines and as such you agree that during the course of any works, if Asbestos containing materials are found they remain the client's responsibility for removal in order for works to progress. In the event of asbestos containing materials inhibiting works from completion, we shall offer to obtain a test sample only if safe to do so and send for analysis at charge of £60.00 + VAT. If a sample is found positive for Asbestos, the client will agree to either remove at their own expense all such materials and we reserve the right to cease works until such materials are removed. If Asbestos is found and not removed within 30 days of works beginning, we reserve the right to charge for works, including materials and services serviced and installed to the date that works ceased.
- 5.6 If power flushing is carried out by us prior to the installation of a new boiler we will do so only with the intention of cleaning the internal pipe work system currently installed, in order to minimise contaminants that's have built up over time. The power flush is carried out in order to remove contaminants from the system which may affect the performance or operation of a new boiler and as required to obtain an extended manufacturer guarantee. Power flushing does not and not fix inherent system design problems and/or poor circulation problems associated with inherent poor design of systems, system degradation or mechanical faults. A power flush carried out by us does not guarantee removal of poor circulation problems and in the event of a new boiler installed by us experiencing poor circulation on commission or at any future date, the customer agrees this will require further investigation and potential further works at cost in order to remedy. A power flush does not resolve the client of their responsibility for the performance of existing pipe work, installed by others within their property.



## **6. CHANGES**

- 6.1 If you request any extra work, we will notify you of the estimated cost and estimate the effect on the contract period. Until these are agreed in writing in the form of an electronic email or text message, we will not be obliged to implement any changes.
- 6.2 We will notify you if we encounter any mechanical or electrical faults which were not known to us prior to work commencing and/or discovered during initial inspection/survey of the Property. In these circumstances, if you agree that we should undertake extra work to remedy such faults, problems or issues in order for works to progress to completion, a fair and reasonable adjustment to the Charges and the period for completing the work will be made and added to the final invoice. If the extra work is in our opinion essential and you do not agree we should carry it out, then we may terminate the contract and invoice for works completed at that time, including for services rendered and materials either supplied to site and installed.
- 6.3 We shall notify you if we encounter lack of system mains water pressure to your property which may negatively affect the working performance of your heating or hot water system and advise a suitable mechanical solution. In these circumstances, if you agree that we should undertake extra work to remedy such faults, problems or issues in order for works to progress to completion a fair and reasonable adjustment to the Charges and the period for completing the work will be made and added to the final invoice. If the extra work is in our opinion essential and you do not agree we should carry it out, then we may terminate the contract and invoice for works completed at that time, including for services rendered and materials either supplied to site and installed.
- 6.4 We shall notify you if we encounter inadequate gas pipework installation to your property which may negatively affect the working performance of your heating or hot water system and advise a suitable mechanical solution. In these circumstances, if you agree that we should undertake extra work to remedy such faults, problems or issues in order for works to progress to completion a fair and reasonable adjustment to the Charges and the period for completing the work will be made and added to the final invoice. If the extra work is in our opinion essential and you do not agree we should carry it out, then we may terminate the contract and invoice for works completed at that time, including for services rendered and materials either supplied to site and installed.



- 6.5 We shall notify you if we encounter an unsafe or inadequate electrical installation to your property which may negatively affect the working performance of your heating or hot water system and advise a suitable mechanical solution. In these circumstances, if you agree that we should undertake extra work to remedy such faults, problems or issues in order for works to progress to completion a fair and reasonable adjustment to the Charges and the period for completing the work will be made and added to the final invoice. If the extra work is in our opinion essential and you do not agree we should carry it out, then we may terminate the contract and invoice for works completed at that time, including for services rendered and materials either supplied to site and installed.

## **7. CHARGES & PAYMENT**

- 7.1 You will pay us for the Services that we agree to carry out and for materials and equipment to be installed. Our normal Charges are set out in a Schedule of Rates which will be supplied to you or verbally stated before we start work. If the contract provides for us to work on a fixed fee basis, any extras will normally be priced by reference to the Schedule of Rates. When we provide a Fixed price rate for a particular project referencing works, we are contracting for these specific works to be completed. The fixed price is not an estimated levy of labour adhering to our day rates or hour rates and should not be used to estimate the labour portion of any contract, as all fixed price contracts are individually negotiated depending on complexity and length of works requested.
- 7.2 When we provide an estimate before starting work, you appreciate that it is not a guaranteed price and you will pay our Charges in accordance with our usual rates. However, we will notify you if the Charges are likely to exceed the estimate to a material extent.
- 7.3 We may require a deposit before starting work and this will always be required if we need to order equipment that is to be installed at the Property. In that case we will issue an invoice which has to be paid before we place the order.
- 7.4 Unless otherwise agreed by us in writing, all invoices are payable on receipt and in any event within 3 days of the invoice date.
- 7.5 We will keep records of time spent by our personnel and these will be supplied on request.



- 7.6 Please note that in addition to any call-out charges specified in our Schedule of Rates, we reserve the right to charge for wasted time spent by our staff if, for example, they are unable to get access to the Property at the agreed times.
- 7.7 If you have any question or complaint concerning an invoice you should raise it with us within 24 hours and we will endeavour to resolve the issue with you. However, if we are not paid for Services that we consider have been properly carried out, we reserve the right to suspend work until payment is received in full.
- 7.8 Late payment will entitle us to claim interest on overdue amounts at the rate applicable under the Late Payment of Commercial Debts Regulations from the due date until the date of actual payment (this interest rate is 8% above Bank of England Base Rate).
- 7.9 All rates and prices are quoted inclusive of VAT and payable by you. We will issue a valid VAT invoice or receipt for each payment.

## **8 OWNERSHIP AND RISK**

- 8.1 The risk of loss or damage to any part of the Property or any equipment that is delivered to the Property to be used or installed by us, will rest with you, except when caused by our wilful default.
- 8.2 Ownership in all equipment and materials to be used in the work will remain with us until we have received all payments due to us under the Contract. This means that we can remove equipment and materials if we do not get paid.
- 8.3 When carrying out our work we may need to take up flooring and floor covering and cut into parts of the Property including plaster and brickwork. We will take reasonable steps to protect them but the risk of damage that cannot reasonably be avoided by our work will rest with you and you agree that we shall not have any liability for that damage or the cost of reinstatement.
- 8.4 The risk of loss or damage caused by pre-existing faults in your equipment, your water or heating systems and the risk of leaks, frozen pipes and other matters outside our control rests with you unless the cause is solely due to our proven negligence.
- 8.5 In the unlikely event of carpets being marked by our staff you agree to allow us to clean with a suitable carpet cleaning product or use a professional service agent to remedy the situation and you agree we shall not be liable to any insurance claim or charge made against us if refused.



## **9. INSURANCE**

- 9.1 Unless otherwise agreed in writing before we start work, you will be responsible for insurance of the Property against loss or damage and for getting confirmation from your insurers that our activities are covered under your insurance and that there will be no recourse on us.
- 9.2 We maintain the following insurances
- Public Liability Insurance for not less than £2,000,000
  - Contracts Legal Insurance for not less than £250,000
- 9.3 You will provide us with evidence of the insurance that you have in place when we ask for it and we will do the same for you.

## **10. COMPLETION, DEFECTS & WARRANTY**

- 10.1 When our contract contains dates for commencement and completion of the Services, these are given by us in good faith but they are not guaranteed.
- 10.2 We will give you notice when the Services are completed and you will have the opportunity to inspect them before handover.
- 10.3 We will be responsible for remedying defects in the Services which appear within 6 months from the date we complete the Services but it is a condition that you notify us promptly and in any event within 3 working days if a defect appears and you must give us access to carry out any remedial work. We will have no liability for defects in design or materials supplied by you, nor for any defects attributable to fair wear and tear, accidental damage, adverse weather, misuse or failure by you to comply with any operating or maintenance instructions.
- 10.4 Where any equipment supplied by us carries a manufacturer's warranty, we will take steps to procure that you have the benefit of that warranty. We will not be liable for any defect in equipment covered by a warranty and your remedy will be with the manufacturer (except to the extent that a defect is due to our proven negligence).

## **11. LIMIT OF LIABILITY**



- 11.1 Our maximum total liability to you (in contract or in tort) shall not exceed an amount equal to the total charges received from you under the contract (net of VAT), whichever is less. However, if we cause loss or damage that is covered by our insurance, you will be entitled to the amount recovered by us from our insurers (less legal and other costs incurred by us). Liability for death or injury of individuals due to our negligence is unlimited.
- 11.2 We will have no liability (whether in contract or in tort or for breach of statutory duty) for any indirect or consequential loss incurred by you or by anyone else at the Property, including but not limited to loss of use or loss of business.

## **12. TERMINATION**

- 12.1 We may give notice to terminate the Contract if you fail to make any payment to us within 28 days of the payment date or if you commit any other breach of the contract or act in any way that is unacceptable to us.
- 12.2 Either of us may terminate the Contract if the other becomes insolvent or has a receiver, manager or administrative receiver or liquidator appointed.
- 12.3 On termination we will invoice and you must pay us for all Services carried out up to the termination date, including all expenses incurred by us in ordering materials and equipment and our reasonable demobilisation costs.
- 12.4 Termination will not affect the accrued rights and liabilities of either of us at the termination date.

## **13. COPYRIGHT ETC.**

All copyright and other intellectual property rights in designs and documents prepared by us will remain our sole property. You will have a licence to use them, but only for the purposes for which they were prepared. We will have a similar licence in respect of drawings and documents issued to us by you.

## **14. FORCE MAJEURE**

We will not have any liability to you if we are prevented from performing the contract on account of force majeure which includes, but is not limited to severe weather conditions, fire, flood, epidemic, war, terrorism, strikes or difficulty in obtaining materials or labour. In any of these circumstances, we will promptly notify you. Either party will have the right to cancel or suspend the Services if the force majeure continues for more than 4 weeks.





## 15. DISPUTES

- 15.1 Each of us will endeavour to settle any dispute or difference amicably by direct negotiation.
- 15.2 If we are unable to settle the dispute, it may be referred by either of us to adjudication in accordance with the CEDR (Centre for Effective Dispute Resolution) Adjudication Rules. The decision of the adjudicator will be final and binding unless a notice of dissatisfaction is served by either party on the other within 28 days of the decision. Alternatively, we may agree to mediation in accordance with the CEDR Mediation Rules.
- 15.3 Any dispute that is not resolved by negotiation, adjudication or mediation will be finally settled by the courts of England and Wales.
- 15.4 The contract is governed by the laws of England and Wales.

## 16. GENERAL

- 16.1 **Notices.** Every notice in writing required under these Terms of Business will be in writing and delivered by hand or sent by first class post to the address of the recipient.
- 16.2 **Assignment.** You may not assign any of your rights or obligations under the contract without our prior written consent. We have the right to subcontract any of our services but we will remain responsible to you for the work of our subcontractors.
- 16.3 **Entire Agreement.** The contract incorporating these Terms of Business is the only agreement between and supersedes any previous arrangements, agreements or understandings relating to the Services.
- 16.4 **Amendment.** Any amendment to the terms of the contract will only be effective if in writing and signed by or on behalf of each party.
- 16.5 **No Reliance on Warranties.** You acknowledge that you have not relied on and will have no remedy in respect of any statement, representation or warranty, other than are expressly set out in the contract. However, nothing in this clause will limit or exclude liability for fraud.
- 16.6 **Severance.** If any provision of the contract becomes illegal or unenforceable, this will not affect the legality or enforceability of any other provision of the

**D&J Plumbing and Heating (UK) Ltd**  
11 Hawkins Way  
Braintree  
Essex  
CM7 9TD  
**Tel:** 01376 310615  
**Email:** info@davisandjoyce.co.uk



contract. In that situation we will, where possible, use reasonable endeavours to agree an alternative provision which is legally enforceable.



Registered Business in England & Wales; **No. 8621168**  
**Registered Business Office:** Forest mount Ltd, LGJ House,  
Knowles Farm Estate, Maldon, Essex, CM9 6SH



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### FORM OF AGREEMENT (Purchase Order)

To:

Date

Order No.

We, **D & J Plumbing & Heating (UK) Ltd**, confirm the terms upon which we will provide plumbing services to you, the client.

1. The detailed services to be supplied to you are set out in the quotation.
2. The address of the property at which the services are to be carried out is:
3. The planned commencement date for the service is
3. Our estimated charge for the services is £  
Payment is due on completion

Any equipment to be purchased by us is listed on the attached schedule and we require an advance payment of £ to cover the cost before we start work.

The above charges are inclusive or VAT

4. The charges for any additional services will be calculated by reference to our then current Schedule of Rates unless otherwise agreed in writing.
5. The Contract between us and you, the client, consists of this Form of Agreement and the attached Terms of Business and comes into effect upon you acknowledging us to proceed with works either by verbal, email or text message.

Notice: If you are a consumer and the Consumer Contracts Regulations apply, you have the right to cancel the contract within 14 days from the date on which it is signed by you. Notice of cancellation must be given in writing to the company via email to a company email address.

If you request in writing via email, text message or verbally agree for any services to be performed before the 14-day period expires, we are entitled to be paid for those services.

The above right of cancellation does not apply when our client is a business.

SIGNED for and on behalf of the company:

**Stephen Davis (Company owner / Director)**  
**Daniel Joyce (Company owner / Director)**

I confirm that I have read and understood this Agreement and the attached Terms of Business. I also understand that a consumer has the right to cancel the Contract by giving you notice as mentioned above.



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*D & J Plumbing & Heating (UK) Ltd.*

**SCHEDULE OF RATES**  
for  
**Plumbing & Heating Services**

Our hourly rates are as follows:

| <b>Plumbing services</b>  | <b>Mon-Fri</b><br>08.00 – 18.00 | <b>Evenings and Weekends</b><br>18.01 – 20.00 |
|---------------------------|---------------------------------|---|
| First hour                | £60                             | £80   |
| Each subsequent hour      | £47.50                          | £60   |
|                           |                                 |   |
| <b>Fixed Price Survey</b> | £0                              | £15   |

Our daily rates are £360 per day weekdays only. Time spent in addition to 8 hours a day will be charged at the relevant hourly rate.

Minimum charge for same day call-out is £60.00

Fixed price quotations are subject to survey and written acceptance in accordance with a purchase order and are negotiated subject to duration and extend of works.

We reserve the right to refuse the provision of any service without notice.

We do not operate an emergency call out response and work within prescribed business hours only.

The charges will be subject to review on 1<sup>st</sup> January each year.

**Parts Equipment & Materials**

All parts, equipment and materials will be charged at cost plus 20%.

A deposit payment will normally be required before ordering any items with a value in excess of £500

All rates are quoted are shown Exclusive of VAT, VAT portion and total price inclusive of VAT at current rate.



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