

# Arlow Plumbing and Heating Ltd

## Contract and Terms and Conditions

### OUR CONTRACT AND ORDER DETAILS

These terms set out all the terms of the Contract between the Contractor and the Employer

### CONTRACT FORMATION

Acceptance of the Contractor's Quotation by the Employer constitutes a Contract for the Contractor to carry out the Works in accordance with these Conditions and all terms and conditions inconsistent with these Conditions are excluded.

All work is covered under the Contractor's liability insurance (where necessary) for up to £2,000,000 and is underwritten by AXA Insurance UK Plc

### TERMS AND CONDITIONS:

1. The Contractor will exercise reasonable skill and care in the performance of the Works.
2. The Contractor will not be liable for any loss or consequential liability or damage sustained by the Employer because of circumstances beyond the Contractor's control.
3. The price we will charge you for the goods and services will normally be as stated on the estimation. In some circumstances where more work is required than anticipated we will need to increase that price. In these circumstances, we will tell you what the cost of the extra work will be and you can then choose to continue with the Contract or cancel it by agreement and settlement of any outstanding amounts.
4. Quotations based upon the estimation can be provided upon request.
5. For contracts over £1,000 including VAT a deposit of 30% is required before acceptance by the Contractor.
6. We accept payments by B.A.C.S, cash in line with money laundering regulations, card where a 1.69% handling charge is charged by the transaction handling company in line with the Consumer Rights (Payment Surcharges) Regulations 2012 and cheque. Payment is due within 7 days upon receipt of invoice unless specified otherwise.
7. Stage Payments – On extensions and New builds, these will be arranged under the following terms:
  - 7.1. 30% Initial deposit
  - 7.2. 25% on completion of first fix/14 days from start (whichever is soonest)
  - 7.3. 25% on completion of second fix/or 14 days, whichever is soonest
  - 7.4. 20% on project completion
8. In the event of the Employer failing to make any payment due under the terms of this agreement or otherwise defaulting in any of his obligations hereunder then the Contractor may at its discretion suspend or terminate this agreement and recover any reasonable losses from the Employer.
9. Outstanding payments which are overdue will incur interest at a rate of 8% apr plus the current base rate and will be charged until payment is made in full. Materials supplied by the contractor remain the property of the contractor until the final invoice has been paid and a chargeable rate for their use will be 10% of their value per day. If work is delayed or interrupted due to the fault of the Employer then the Contractor will be entitled to be paid for any losses or additional costs incurred. This will include non-payment by the employer.
10. The Contractor will be responsible for the Health & Safety issues relating to the Works and its employees only. Under no circumstances should persons other than those employed by the contractor be in the work area as there will be no liability accepted for injury.
11. The Contractor will not be responsible for animals/pets in the client's property. Please ensure all animals are contained.
12. If the Employer wishes to vary any of the Works it will inform the Contractor in writing who will, as soon as practicable, notify the Employer of confirmation and the estimated cost of the variation and the effect on the Contract period.
13. Whilst we will take great care to cause minimum disruption to your home, it is inevitable that during installation, there may be some localised damage to the fabric of your property, unfortunately, we cannot be held responsible for this damage so far as it is reasonable.
14. You are responsible for obtaining all necessary Building Regulations and planning approval.
15. We will use our best endeavours to install the goods on or as close to the date on this Agreement or otherwise agreed with you, but we cannot be responsible if there is a delay due to matters beyond our reasonable control such as adverse weather.
16. Cancellation – Cancellation must be made in writing to the Contractor. Where applicable, the contractor will provide a refund less reasonable costs incurred.
17. ACCESS: It is your responsibility to let us into your property. If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract
18. If you are a landlord and you require entry into a tenanted property, it is your responsibility to ensure that any necessary warrants are obtained by the court before we enter. We reserve the right to refuse to carry out works if the necessary paperwork is not in order.
19. We reserve the right to charge a 'call out charge' of £75 if work cannot be completed due to negligence on behalf of the customer.
20. We are authorised to carry out gas works by the Gas Safe Register (reg number 578683), the national body for regulating gas safety engineers. For enquiries relating to the Gas Safe Register contact Gas Safe on 0800 408 5500
21. We are authorised to carry out works by Oftec (Oil and Renewable Heating Technologies (reg number C102061).

All communication should be provided in writing for variations to the works. Please make all correspondence to the following address:

**Arlow Plumbing and Heating Ltd**  
**20 Springfield Avenue**  
**Bridgwater**  
**TA6 7JA**

If any one or part of these terms and conditions is held to be unenforceable, this will not affect the validity of the remaining terms and conditions

For further information about your Statutory Rights contact your local Trading Standards department or Citizens Advice Bureau.

THE ESTIMATED COST OF THE CONTRACT AS IT STANDS (WITHOUT VARIATIONS) IS £ \_\_\_\_\_

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**The Employer/s**

I ..... accept the contract and have read and agree to the terms and conditions as stated.

I **AGREE / DO NOT AGREE** (*delete as necessary*) TO WAIVE MY RIGHT TO MY 14 DAY COOLING OFF PERIOD IN RESPECTS OF CANCELLING THIS CONTRACT.

By waiving my right I understand this may affect any refund should I cancel the contract.

By not waiving my right I understand that this will result in works commencing after the 14<sup>th</sup> calendar day of the date of this contract.

Signed .....

Date .... / ..... / .....

**The Contractor**

I ..... of Arlow Plumbing and Heating Ltd agree to abide by the terms and conditions as set out above. We expect to commence the contract on

\_\_\_ / \_\_\_ / \_\_\_

Signed .....

Date .... / ..... / .....

**Variations**

The following is a list of variations amending the project

Date	Description	Cost	Signature

The Total Cost of Variation is £ \_\_\_\_\_ payable upon delivery in addition to the value of the total contract