

A & D Plumbing Services Terms and Conditions Of Business

1 DEFINITIONS In these conditions: -

1.1 "Buyer" shall mean the corporate entity, firm or person seeking to purchase the Goods and services from the company.

1.2 "Seller" shall mean A&D Plumbing Services.

1.3 "Company" shall mean A&D Plumbing Services.

1.4 "Contract" shall mean any contract for Goods or Services made between the Company and Buyer.

1.5 "Goods" shall mean the products, or services to be sold by the Company.

1.6 "Insolvency Event" shall mean, (Where the Buyer is a company) the Buyer convenes a meeting of its creditors or a proposal is made for a voluntary arrangement within part 1 of the Insolvency Act 1986. Or proposal is made for a composition, scheme or arrangement with (or assignment for the benefit of its creditors if the Buyer is unable to pay its debt within the meaning of Section 123 of the Insolvency Act 1986 or a trustee, receiver, administrative receiver or a similar officer is appointed in respect of all or part of the business or assets of the Buyer or a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the Buyer or for the making of an administration order.

(Where the Buyer is an individual or partnership) the Buyer (or in the case of a partnership any of the partners) dies or is made bankrupt or is unable to pay his or her debts within the meaning of Section 123 of the Insolvency Act 1986 or a proposal is made for a composition scheme or arrangement is made with (or an assignment for the benefit of) his or her creditors.

1.7 The "Services" shall mean any services provided by the Company to the Buyer (whether or not the Buyer shall purchase Goods).

The headings to the clauses shall not effect the construction of these conditions. The use of plural shall include the singular and the use of the singular shall include the plural, and references to the masculine, feminine or neuter genders shall include each and every gender.

2 THE CONTRACT These conditions shall be incorporated into each and every Contract made between the Company and Buyer and: Shall apply to the exclusion of any terms or conditions put forward by or on behalf of the Buyer and: Shall not create any agency or partnership between the Company and the Buyer or any third party. No variation or waiver of or addition to these conditions, whether written or oral, shall have an effect unless and until authorised in writing by a manager of the Company. Quotations whether written or oral, submitted by the Company shall be deemed to be an invitation to treat and not an offer. Any order given in respect of a quotation must state the date, the reference of that quotation and if acceptable, address for delivery. The Company will carry out only those items specified in the Contract and shall not be responsible for works either promised or implied unless written into the Contract or any amendment agreed thereto in accordance with section 2 (The Contract). The Purchaser shall permit the Company its servants and agents to have access to the installation address at all reasonable times in the connection with the survey and installation or for the purpose of inspection of any works carried out which may

be subject of any dispute between the parties.

3 TIME LIMITS Any time or date quoted by the Company for delivery or collection of all or any of the Goods or performance of any Services is an estimate only and although the company will do its utmost to ensure that any quoted time and date is met it shall not be liable for any failure to meet any such estimate nor for any loss, whether financial or otherwise resulting directly or indirectly therefrom. Time is not and shall not be the essence in relation to this condition. All deposits paid to the Company on account of future works are non-refundable in the event of cancellation by the customer.

4 PAYMENT

4.1 Payment for goods supplied or specified service is due on delivery of the goods or on completion of the installation. Payment may be given to the seller's installation engineer prior to the engineer's departure from the Buyer's site. A £20.00 administration fee per 7 day period will be charged from date of invoice on all monies outstanding under the contract (before and after any judgment).

4.2 Any delay or default by the Buyer in making payment in accordance with condition 4.1 shall render all sums owing to the Company on any account whatsoever including the costs of recovery of such sums, due and payable forthwith without requirement for any notice to be given to the Buyer, and interest will be charged in accordance with condition 4.1 with immediate effect until the date of actual payment.

4.3 The Buyer shall not be entitled to withhold payment of any amount payable to the Company by reason of any dispute or claim by the Buyer (whether or not the Goods or Services are to be provided by instalments and in such case each instalment is deemed to constitute a separate and distinct Contract). In the case of any short delivery or delivery of damaged Goods to the Buyer, the Buyer shall remain liable to pay the full invoiced price of all other Goods delivered.

4.4 A minimum charge of 1 hour is applied to all jobs including diagnostic work. This excludes free of charge quotes which have been authorised by prior arrangement.

4.5 Deposits are required for special parts or for booking large jobs. All deposits are non refundable. Special parts are parts that are non returnable or have a restocking fee. Large jobs are any job with a duration of 8 hours or more.

5 DISPUTES AND SET-OFF

5.1 Any liability of the Company under the Contract shall be subject to and conditional upon the due performance and observance by the Buyer of all its obligations under these conditions and subject to these conditions, the Buyer shall not be entitled to withhold or delay payment or exercise any right of set off whatsoever and howsoever arising or arisen which might otherwise be available to it. No liability can be accepted for any damage or injury to property or persons arising directly or indirectly from any defect in the goods or for any cost.

5.2 The Company shall at any time be entitled to appropriate any payment made by the Buyer in respect of any Goods in settlement of such invoices or accounts in respect of such goods as

the Company may in its absolute discretion think fit notwithstanding any purported appropriation to the contrary by the Buyer.

6 TERMINATION AND SUSPENSION Without prejudice to any rights and remedies available to it, whether under the Contract or otherwise, the Company shall be entitled, in its absolute discretion and upon giving to the Buyer written notice of its intention to do so, either to terminate wholly or in part the Contract and/or any other contract with the Buyer or to withhold, vary or suspend performance of all or any of its obligations under the Contract or any other Contract in any one or more of the following events.

* If any sum owing to the Company from the Buyer on any account whatsoever shall be unpaid after the date for payment.

* If an insolvency Event occurs.

* If the Buyer shall commit any breach of any Contract within the Company.

* If the Company in good faith shall have doubts as to the solvency of the Buyer.

If the Buyer refuses to permit or hinders performance of the Services the Company shall be entitled to exercise its right of termination or suspension hereunder at any time during which the event giving rise thereto shall not have ceased or been remedied, and in the circumstances of any such suspension, the Company shall be entitled to require as a condition of resuming performance under the Contract, prepayment of or such security as it may stipulate for the payment of any sum or sums due to it. Upon any such event happening the Company shall have a general lien over all monies and property of the Buyer in its possession for any sums due to the company.

7 FORCE MAJEURE The Company shall have no liability whatsoever for any failure to perform or for any delay in the performance of any of its obligations under the Contract arising wholly or in part by reason or any factor beyond its direct control.

8 NOTICES Any notice required to be given in writing under the Contract shall be given either by email or facsimile transmission or by first class post addressed to the registered office of the party for which it is intended.

9 GOVERNING LAW This Contract shall be governed by the law of the country in which the Contract is made.

10 RECORDED CALLS Calls may be recorded for quality control and training purposes.

11 REPAIRS A&D Plumbing Services accepts no liability for any unavoidable damage caused to surrounding areas as a direct result of any works carried out on behalf of the customer who has been informed of the possible risks and has given their prior consent.

12 GUARANTEE A&D Plumbing Services will attend site within 7 days of any defective works or parts being reported under the guarantee. All works relating to the repairs carried out or parts used will be covered under the guarantee. Any new defects found not relating to the repair will be charged at our current rates.