

TERMS & CONDITIONS:

These conditions apply to the Contract between You and Us. Please read them carefully before signing the quotation.

1 INTERPRETATION:

Force Majeure: an event beyond Our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

Installation: the supply of the equipment and its fitting into the Property.

Order: the contract between You and Us for the Installation.

Property: the property's address specified in the purchase order.

Price: the price for the Installation as set out in the purchase order.

Service: the services that We are providing to You as set out in the purchase order.

Terms: the terms and conditions set out in this document.

We/Us/Our: Marshall & McCourt Plumbing & Heating Contractors Limited whose registered address is 13 Marston Court, Marston Road, Portrack Lane, Stockton on Tees TS18 2PN (company number 06696717), telephone (01642) 913 200.

You: the person named in the purchase order.

2 QUOTATION:

2.1 We will provide a quotation for the Price of Your Installation once We have completed a survey of Your Property. The quotation will be based on the assumption that:

2.1.1 The Property is suitable for the Installation requested; and

2.1.2 all necessary facilities, pipes, services and supplies (including but not limited to the Property's earthing and the supply of gas, water and electricity) are already supplied or installed at the Property and are in good working order; and

2.1.3 if applicable that Your existing heating system is suitable for the Installation; and

2.1.4 You have given Us full disclosure of all issues relevant to the Installation in accordance with the quotation including any local bylaws affecting the works.

2.1.5 additional conditions apply if Your quote involves biomass equipment (see clause 2.2)

2.2 We reserve the right to later amend and re-issue the quotation and Price if You request changes to the Installation work You want Us to do or that We reasonably believe that:

2.2.1 further work or equipment is necessary to ensure the proper functioning or performance of the Installation or

2.2.2 it is necessary to comply with any applicable law or safety equipment or

2.2.3 it will not materially affect the nature of quality of the Services.

2.3 The Price of the Installation includes:

2.3.1 the cost of equipment parts, labour, delivery and any other additional costs specified on the quotation including value added tax at the current rate at the date of the Installation and;

2.3.2 the cost of removing and disposing of any redundant equipment from the Property during the Installation

2.3 The Price of the Installation expressly excludes:

2.3.1 the cost of making good any disturbances, alterations or damage or any redecoration required to the Property when carrying out and completing the Installation (except where caused as a result of Our negligence) such as, but not limited to, the painting of the radiators or pipe work, boxing in any pipe work, chase pipe work into floors or walls, redecoration, flooring, furniture, fittings, carpets and decorations.

2.3.2 weather sealing flat roofs and it is Your responsibility to ensure that such sealing is permanently sound, unless We have priced as part of Your quote for a roofing company to carry out works on Your behalf;

2.4 if additional work is necessary during the Installation which could not have been reasonably identified at the time the survey was carried out We will provide You with a quotation for this additional work. If You request Us to proceed with the additional quotation the cost of the additional equipment and work shall be due from You under the order, otherwise You agree that We will not be liable for any reduced performance or functionality of the Installation.

2.5 The quotation is valid for 30 days from the date of the quotation after which it will lapse.

2.6 The quotation will become an order when You have returned the signed quotation to Us, accepted these Terms and Conditions and We have received Your deposit in cleared funds. We will then confirm acceptance of Your order.

2.7 If You wish to vary the order, then You must notify Us in writing and We will advise you of any changes in price within five working days of receiving Your request. We will proceed with the amended order following Your writing confirmation of the new price.

2.8 We will only accept a quotation, Contract, credit application signed by You in Our presence at Your home. No one else may sign on Your behalf. There are additional requirements if You are a landlord (please see clause 14).

3.0 OUR RESPONSIBILITIES:

3.1 We shall carry out the Installation in accordance with the Contract and any specifications which have been agreed in writing between You and Us. We shall exercise reasonable care and skill in carrying out the Installation to ensure that the Installation and the equipment used in the Installation will be of satisfactory quality.

3.2 We will:

3.2.1 leave any plasterwork and/or brickwork disturbed during the course of the Installation in a safe, weather-tight and secure condition. We will only temporarily Weather seal flat roofs (see condition 2.3.2);

3.2.2 take reasonable care to avoid dirtying or causing unnecessary disturbance to the Property and We shall leave the area in which the engineer has been working in a clean, tidy and safe condition; and

3.2.3 remove and dispose of any equipment or materials belonging to You which are to be replaced by equipment supplied in connection with the Installation (except any equipment or materials containing asbestos). If We do dispose of any of Your equipment or materials You agree that We will not be liable to pay You for them.

3.3 When Installation has been completed We shall:

3.3.1 Check to ensure that the Installation is operating correctly;

3.3.2 provide You with the manufacturer's instructions for the equipment and instructions on how to operate the controls;

3.3.3 subject to clause 9.5 provide You with the Benchmark certificate and log book confirming that the Installation has been carried out in accordance with all relevant laws and regulations.

3.3.4 provide any certificates relating to the Installation including electrical certificates which must be provided to You by law.

3.3.5 remove and dispose of any scrap materials without further payment to You unless You have told us that You want Us to leave such materials at the property.

3.4 In the event that during the course of the works We have cause to condemn Your gas (or other) system We reserve the right to cease work and report the matter to the appropriate authority if You refuse to accept Our advice and continue to use the system so condemned.

3.5 We may recommend that We undertake a power flush to remove sludge and other impurities in the water system of the boiler and to ensure the efficient running of the boiler. If You do not agree to this procedure then the manufacturer of Your boiler may limit the warranty it offers You.

4 ENGINEERS AND SUBCONTRACTORS:

4.1 We shall only use engineers to carry out the Installation on Our behalf who have been approved by Us and who are suitably and properly qualified to carry out the Installation.

4.2 Our engineers work between 9am and 5pm from Monday to Friday. Any appointments arranged at Your request, outside these hours may incur a charge in addition to the Price.

4.3 All engineers will show an identification badge on arrival and if You wish, You may telephone Us to confirm the engineer's identity.

5.0 DELIVERY:

5.1 We shall contact You to agree a date to carry out the Installation. If We are unable to carry out the Installation on this date, We will write to You to agree an alternative date.

5.2 You agree that time is not of the essence and that We will not be liable for any costs or loss of income that You may incur as a result of any changes of date.

5.3 Unless otherwise agreed between You and Us, We will deliver the goods at the Property and You will be deemed to have accepted the goods on delivery.

5.4 If We cannot gain access to the Property on the Installation date, We reserve the right to charge You an additional fee of £40 + VAT. We will then contact You to arrange another appointment. If We have been unable to access the Property on two separate occasions, We may cancel Your Contract and You will still be liable to pay Our Price.

6.0 WARRANTY:

6.1 We offer a one year warranty on any new pipework and fittings that we have installed as part of the original quotation (the 'Installation Warranty') which is separate from any warranty offered by the manufacturer on its boilers.

6.1.1 If You require an engineer to visit Your property as part a claim under the Installation Warranty, we may require You to pay £100.00 in cleared funds (the 'Call-out Deposit') before the engineer's visit. We will refund You the Call-out Deposit if the fault is related solely to Our Installation. In all other circumstances, we will retain the Call-out Deposit and we will not be liable to fix or repair the fault. We also reserve the right to charge You the full cost of the Call-out Deposit if You do not keep the appointment with the engineer (or if You are a landlord, You are not present at the appointment).

6.2 The manufacturer of Your boiler may also offer an additional warranty on Your boiler (the 'Boiler Warranty') which will vary according to the manufacturer and model and on the results of a water test (see clause 3.4). This warranty is the responsibility of the manufacturer and is subject to their terms and conditions. To benefit from the Boiler warranty You must have Your boiler serviced by Us:

6.2.1 no later than twelve months from the date of Installation and the results recorded in the Benchmark logbook.

6.2.2 every twelve months thereafter for the duration of the Boiler Warranty;

6.3 The Installation and Boiler warranties expressly excludes repairs relating to:

6.3.1 failure and leakage from existing pipework, radiators, valves, taps, showers etc, due to but not limited to pressurisation;

6.3.2 faults arising from willful damage caused to or misuse of any of the equipment installed as part of the Installation or allowing a third party to do the same;

6.3.3 defects which are a result of fair wear and tear; or

6.3.4 damage or breakage whether accidental or as a result of vandalism or intruders.

6.4 The Installation and Boiler warranties will be invalid if at any time:

6.4.1 You do not fulfil the conditions set out at condition 6.2.1 and 6.2.2 above;

6.4.2 You do not follow the manufacturer's instructions (whether provided to You verbally or in writing) and relevant standards and regulations;

6.4.3 You alter, repair or attempt to repair at any time any part of the Installation, save for a gas safe representative from the boiler's manufacturer; and

6.4.4 You do not have Your correctly completed benchmark logbook available for inspection (the logbook is evidence of the proper Installation, commissioning and servicing of Your boiler). Our decision is final and no correspondence will be entered into.

6.5 The Installation Warranty and Boiler Warranty are for Your benefit only and cannot be transferred to another person or Boiler.

6.6 Any warranty on a replacement part provided does not extend the warranty period beyond its original period.

7.0 YOUR RESPONSIBILITIES:

7.1 Prior to Installation, unless otherwise agreed with Us in writing, You must:

7.1.1 obtain all permissions and consents which are required before We can carry out the Installation, such as, but not limited to, planning permission, building consent, consent from landlords, local authorities or neighbours, mortgagees' access, parking access/permits. You agree to provide Us with the originals of such documentation if We request this;

7.1.2 ensure that all necessary facilities, services and supplies to enable the proper functioning and performance of the Installation are supplied or installed at the Property, in satisfactorily working order and any existing heating system is suitable for the Installation (including all costs associated thereto) including the Property's earthing and the supply of gas, water and electricity. If You have any gas or electricity pay meters installed at the Property You must ensure there is sufficient credit on such meters to allow Us to carry out the Installation;

7.1.3 clear all furniture and fittings from any rooms or roof space which We will need to carry out the Installation and lift any flooring other than normal softwood floorboards such as but not limited to tongue and groove, parquet chipboard hardwood, rubber or tiles. Any furniture floor coverings and effects remaining will be entirely at Your risk and We will not accept any responsibility for any damage caused to any items remaining in the area of work;

7.1.4 ensure all pets are kept away from the working area during the Installation

7.1.6 remove any dangerous or harmful substances and objects, including but not limited to asbestos, from the property;

7.1.5 obtain at Your own expense an asbestos clearance certificate if asbestos has been present at the property. You agree that We will not carry out any work on Your Property until this certificate is produced and that You will still be liable to Pay the Our Price.

9.0 PAYMENT:

9.1 Subject to any special terms We have agreed with You in writing, You agree to pay:

9.1.1 For non biomass equipment, a deposit of £500.00 (or where the Price is less than £500, the full Price) or 10% of the total order value (whichever is greater) when You enter into a Contract with Us; and the balance of the Price (where applicable) shall be paid upon the day of the Installation of the gas appliance (not including any subsequent electrical works which will follow) unless express written agreement has been reached between Us with respect to alternative payment terms;

9.1.2 For any contract that includes biomass equipment the following payments must be made.

9.1.2.1 50% deposit when You place the Order;

9.1.2.2 45% before delivery of the Order;

9.1.2.3 5% on commissioning of the biomass equipment.

9.1.3 an additional charge of 3.75% for any payment You make by PayPal.

9.1.4 without any deduction or withholding except as required by law and You shall not be entitled to assert any credit, set-off or counterclaim against Us in order to justify withholding payment of any such amount either in whole or in part.

9.2 We reserve the right to request payment of the Price in full prior to completion of the Installation.

9.3 If You fail to make any payment due to Us under this agreement by the due date for payment, then You agree to pay interest on the overdue amount at the rate of 4% per annum above Barclays base rate from time to time and such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.

9.4 Title to the Goods shall not pass to You until We have received payment for Our Price in full (in cash or cleared funds).

9.5 We will not issue You with any guarantees or certificate until We have been paid in full in cleared funds.

9.6 If We are undertaking contract work on your behalf then You agree to make any deductions from sums due to Us that are required by the HMRIC Construction Industry Scheme. Both parties agree to fully comply with the HMRIC Construction Industry Scheme at all times.

10.0 CANCELLATION:

10.1 You may cancel Your Contract within 14 days of the order date (unless Installation has already begun) by writing to Us to confirm the cancellation.

10.2 If You cancel the Contract once the date of Installation has been agreed (except where We are in material breach of obligations) then We will be entitled to retain the deposit or to charge You an amount equal to any losses and expenses incurred by Us as a result of Your cancellation.

10.3 We may cancel Your Order if We are unable to carry it out or are prevented from carrying out the Installation (or a substantial part of It) due to something which could not have been reasonably identified at the time the survey was carried out or which is beyond Our reasonable control (including any health and safety issues). Subject to Your compliance with paragraph 2.1.4, a refund of the deposit will be provided subject to payment of Our reasonable expenses details of which will be provided to You.

10.4 If You wish Us to proceed with the Installation before 14 days have elapsed since the commencement of the order then We will only proceed with the Installation if You sign a disclaimer of Your rights to a cooling-off period.

11.0 EXCLUSIONS AND LIABILITY:

11.1 We shall not be liable for any:

11.1.1 failure of or to the Installation (or any part of It) which is caused by a factor beyond Our reasonable control including (without limitation) any variation to Your gas or electricity supply or inadequate water supply; or

11.1.2 failure developing to or from Your existing heating system following the Installation (which has not been caused by Our negligence); or

11.1.3 warranties or negligent or innocent misrepresentations made by Our engineers or subcontractors

11.2 We will not accept liability for any losses You incur that:

11.2.1 were not reasonably foreseeable to You and Us when the Contract was formed; or

11.2.2 were not caused by any default, negligence, act or omission on Our part or Our employees, engineers or subcontractors; or

11.2.3 were caused any default, negligence, act or omission of any part other than Us, Our employees, engineers or subcontractors or by circumstances beyond Our reasonable control; or

11.2.4 indirect consequential or business losses.

11.3 Nothing in the conditions affects any statutory rights that You may have or excludes or limits any liability for death or personal injury resulting from Our negligence or for fraud or any other liability which cannot be excluded or limited by law.

11.4 If, notwithstanding the provisions of conditions 11.1 and 11.2, We are found liable to pay You compensation damages due Our breach of contract, negligence or other act then You agree that Our liability to You will not exceed the Price paid under this contract.

12.0 HOW TO CONTACT US:

12.1 If You have any questions then please contact Us by telephoning (01642) 913 200. If You wish to contact Us in writing, or if any clause in these Terms requires You to give Us notice in writing, You can send this to Us by e-mail, by hand, or by pre-paid post to Marshall and McCourt Plumbing and Heating Contractor at Garden Cottage, West Rounton, Northallerton, DL6 2LW. We will confirm receipt of this by contacting You in writing. If We have to contact You or give You notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address You gave Us in the Order.

13.0 OUR RIGHTS TO ASSIGN AND SUBCONTRACT:

13.1 We reserve the right to assign or subcontract any of Our obligations contained in the Contract, including the carrying out of the Installation to another provider of similar services provided. We shall not assign Our obligations under this Contract if this would prejudice Your rights under it.

14.0 LANDLORDS:

14.1 If You are the Landlord of the Property, You must be present at the Property on the agreed appointment and Installation dates and only You can sign the completion certificate at the Property as soon as the Installation is completed.

14.2 You agree that We will not undertake any part of the Installation under the instruction of Your tenant or accept any authorisation or approval from them (whether verbally or in writing) unless We have otherwise agreed to do this in writing with You.

15.0 DATA PROTECTION AND HOW WE USE YOUR PERSONAL INFORMATION:

15.1 We will use the personal information You provide to Us to:

15.1.1 process Your information to enable Us to carry out Your order and for administration purposes, risk assessment marketing, market research, after sales service, system testing, analysing Your account history and to detect and prevent fraud. Your information may be disclosed to Our employees, service providers and assignees for these purposes.

15.1.2 share Your information with the persons mentioned in condition 15.1 and relevant trade bodies (including Gas Safe Register) and other associated bodies who may need to pass this information on to the relevant body to comply with Building Regulations of other regulatory requirements and/or in order the carry out the Installation and any after sales services.

15.1.3 inform You about similar products or services that We provide, but You may stop receiving these at any time by contacting Us.

15.2 You agree that We may pass Your personal information to credit reference agencies and that they may keep a record of any search that they do.

15.3 except for the circumstances given in clauses 15.1 and 15.2, We will not give Your personal data to any other third party.

15.4 We may monitor and record Your telephone calls to Us for security and training purposes.

16.0 COMPLAINT PROCEDURE:

16.1 If You wish to make a complaint then We ask that You contact Us within 28 days of the completion of Our work. We will acknowledge Your complaint and carry out an investigation into the matters You have raised. You agree to allow a senior representative of Our company to visit Your premises to examine the work We carried out for You. Once We have completed Our investigation, We will then write to You with Our response. We aim to resolve all complaints within six weeks from when We first received Your complaint.

16.2 If in the unlikely event that You are not satisfied with Our response to Your complaint You may be entitled to refer Your complaint to the Association of Heating and Plumbing Engineers (AHPC). The Association's contact details are: 12 The Pavilions, Cramrore Drive, Solihull, B90 4SB, telephone: (0121) 711 5030, e-mail: info@aphc.co.uk, website: www.aphc.co.uk

17.0 OTHER IMPORTANT PROVISIONS:

17.1 We shall not be liable to the You as a result of any delay or failure to perform Our obligations under this Contract as a result of a Force Majeure Event. If the Force Majeure Event prevents Us from providing any of the Services or Goods for more than four weeks, then We shall, without limiting Our other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the You.

17.2 This contract is between You and Us. No other person shall have any rights to enforce any of its terms.

17.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

17.4 If We fail to insist that You perform any of Your obligations under these Terms, or if We do not enforce Our rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You or that You do not have to comply with those obligations. If We do waive a default by You, We will only do so in writing, and that will not mean that We will automatically waive any later default by You.

17.5 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts.

17.6 Any variation to these Terms and conditions shall only be valid if agreed in writing by Us.

17.7 Advice about Your legal rights is available from Citizens' Advice or Your local authority's Trading Standards department. **Nothing in these Terms will affect these legal rights.**