

Ainsdale Gas LTD

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AINSDALE GAS
HEATING & PLUMBING



Ainsdale Gas LTD Standard Conditions of Business

1. In these terms "client" shall mean the client whose name and details appear overleaf or as set out in the agreement attached. "Company" shall mean Ainsdale Gas LTD

2. General

2.1. The client shall be treated as a commercial or domestic client according to our reasonable discretion.

2.2. All quotations are given and all orders are accepted on these terms. They supersede any other terms appearing in our price list or elsewhere, and over-ride and exclude any other terms stipulated or interpreted or referred to by the client, whether in the instructions or any negotiations or any course of dealings established between us and the client. All orders/instructions given by the client shall be deemed to be made subject to these terms.

2.3. The client acknowledges that there are no representations outside these terms which have induced him/her to enter the contract (which expression shall include any contract for which these terms form part of) and these terms and those on the face of our quotation or sales invoice shall constitute the entire understanding for the performance of work (as defined in paragraph 4).

2.4. No modification of these terms shall be effective unless made by an expressed written agreement between the parties. The signing by us of any of the client's documents shall not imply modifications of these terms.

3. Quotations

Quotations are subject to withdrawal at any time before receipt of qualified instructions from the client and shall be deemed to be withdrawn unless so accepted within 30 days from their date.

4. The Work

The work to be performed ("The Work") is specified in our quotation. All descriptions and illustrations contained in our catalogues, price list and advertisements or otherwise communicated to the client are intended merely to present a general idea of the work described therein and nothing contained in any of them shall form any part of the contract.

5. The Price

The price payable by the client is specified in our quotation (or where done at the Company's standard charging rates). We reserve the right to increase the price before carrying out the work and if this happens we will give the client the opportunity to cancel the contract.

6. Cancellations

Subject to paragraph 5 the client may not cancel the contract without our consent which if given shall be deemed to be on the express condition that the client shall indemnify us against all loss, damage claims or action arising out of such cancellation unless otherwise agreed in writing.

7. Payment

7.1. Domestic Clients

Invoices will be submitted to the client on completion of the work and payment should be made to us on completion or at our sole discretion may be made within 7 days of the date of invoice.

7.2. Commercial Clients

All invoices will be submitted to the client on completion of the work and payment should be made to us on completion or at our sole discretion may be made within 28 days of the date of invoice. Invoices remaining unpaid after 28 days from the invoice date will be subject to the statutory interest rate of 8% plus the Bank of England Base Rate per annum. Returned cheques will be subject to a £10 processing charge and in addition we reserve the right to make an additional administration charge of £10.

7.4 Deposits Domestic and Commercial Clients

In some incidents we will required a deposit this is usually when where materials are higher then or match labour costs, Where quotations required a deposit this needs to be paid before any work is scheduled.

8. Commencement and completion of orders

Dates specified for the commencement and completion of work are estimates only and shall not be the essence of the contract.

9. Inspection of Work

The client shall inspect the work as far as is reasonably possible immediately on completion of it and shall within 7 days give written notice to us in detail of any grounds on which he/she alleges that the work is not in accordance with the contract. IF the client fails to give such notice the work shall conclusively be presumed free from any defects which would be apparent on reasonable examination of the work.

10. Indemnity

The client shall indemnify us against all actions, suits, claims, demands, losses, charges, costs and expenses which we may suffer or incur in connection with the claim by any third party alleging facts which if established would result in a breach of the clients obligation, undertakings, representations and warranties under this agreement.

11. Whole Agreements and Exclusion Liability

These terms set out our entire liability in respect of the work, and our liability under them shall be in lieu and to the exclusion of all other warranties, conditions, terms and liabilities expressed or implied statutory or otherwise in respect of the work and quality thereof (all liability in respect of which, howsoever arising is expressly excluded) except any which by law cannot be excluded save as provided in these terms and except as aforesaid we shall not be under any liability whether in contract or otherwise, in respect of defects in the work or failure to correspond to specification or for any injury, damage or loss resulting from any such defects or failure or from carrying out of any work.

12. Limitations of Liability

Our liability (if any) whether in contract or otherwise in respect of any defects in the work, or for any breach of this agreement of any duty of care or otherwise owed to the client in connection herewith shall be limited to the invoice value of the work.

13. Dangerous Gases, Liquid, Materials

13.1. Prior to the commencement of the work, the client shall inform us of all dangerous gases, liquids and any other materials of any nature whatsoever (including but not limited to asbestos) which are present on the premises where the work is to be carried out by us and which could constitute a danger to us in carrying out the work or otherwise.

13.2. The client shall also ensure that we are in good time properly advised in writing of all precautions which need to be taken on account of the presence of such dangerous materials. The client shall provide suitable cleaning facilities and, if circumstance require it, a qualified and competent safety man to advise upon how the work can be safely done. The client shall also notify us in writing of any special requirements laid down by the factory inspector or similar authority. The client shall be responsible for all loss or damage whether direct, indirect or consequently due to client failure to fulfill any of the above obligations. If the client shall fail to comply with the above we shall be under no obligation to carry out the work.

14. Access

The client shall provide clear access to all work areas to enable us to carry out the work. The client shall provide if possible any site plans showing pipe locations, if this is not available we reserve the right to render additional charges if necessary to trace unidentified pipes to complete the work. The client shall obtain permission for us to proceed over property belonging to third parties if it is necessary for the proper execution of the works and shall obtain any permission necessary to carry out work on property belonging to third parties. The client shall indemnify us against all claims of whatsoever nature made by third parties and arising out of our presence on

their property save when such claims result directly from negligence on our behalf. The client shall be liable to us for all loss or damage whether direct, indirect or consequently suffered by us as a result or failure or delay by the client in prolonging the obligations referred to above.

14.1 The client shall allow access to the property to carry out the works, any cancelled appointment require 24 hours notice, if access is not available on the day of appointment a missed appointment fee equal to our first hour charge at the time of the appointment.

15. Work Guarantee

Subject to clause 9. we guarantee completed plumbing, heating and gas work for a period of 365 days from completion provided that the guarantee shall not apply to defects resulting from misuse

or faulty workmanship by the client, its employees and sub-contractors or any other third party working for or on the direction of the client. We only guarantee the work that we undertake, this means only the parts we replaced on an appliance and not the whole appliance or existing pipework, fittings or appliances that have failed when our work was carried out reasonably carefully and properly.

16. Majeure, Etc

We will use our best endeavours to carry out the works on the agreed dates but shall not be under any liability to the client if it should be either impossible or impractical to carry out the work on the agreed date or dates or by reason of strikes, lock out, industrial disputes, acts of God or any other event or occurrence beyond our control.

17. Client's Liability

The client shall be liable for all loss, damage or injury (whether direct, indirect or consequential) resulting from failure or delay in the performance of his obligations under these terms.

18. Additional Labour and Equipment

The client undertakes at his own expense to provide such additional labour we may reasonably require to put us in a position to carry out the work. Such additional labour shall be suitably qualified and experienced to carry out the work as required by us. The client should also provide at our request such scaffolding, ladders or other equipment as may be necessary in order to reach access points.

19. Removal of Deposits

The Company shall be liable for the removal of waste produced by our own work, unless the customer offers an alternative solution that is accepted by the Company. This includes rubble, redundant pipes and packaging of materials we supplied.

20. Materials

All Materials will remain the property of the Company until payment of any invoice is paid for in its entirety. Materials Supplied by the Company shall be charged at trade cost plus up to 25% but to itemise materials costs on invoices and quotations/estimates it down to the discretion of the Company.

21. Collection Fee

When carrying out a repair, we might have to collect a part not stocked on our vans, when this happens we may charge for the time to collect the item/s but no more than 1 hour will be billed for this service.

22. Water and Power

The client will be responsible for providing all necessary power and clean water supply.

23. Following our work

You may need to do some redecorating or ducting of pipework. You will be responsible for this work.

24. Waiver Variation Etc.

No waiver by us of any breach shall operate as a waiver or any preceding or subsequent breach. No variation shall be effective against us unless sanctioned in writing by us. No forbearance or delay on our part shall prejudice our rights.

25. Additional Work

Where all consideration is given as to the evaluation or work duration, every precaution will be taken to ensure that no additional costs are incurred by the client. It is however agreed and a condition of these terms that should further work be necessary to complete the contract and where no site representative is available, through site closure, to sanction the necessary extension, the Company has the client's authority to, without reference, extend the working day to complete the prescribed works. Additional hours will be charged on a pro-rata basis or in accordance with our current rates.

26. Children and pets

It is the responsibility of the Client to ensure that all children and pets are kept away from the areas in which we are working

27. Parking

Unless otherwise agreed in writing the client will be responsible for any parking fees levied in Controlled Parking Zones (CPZ's). Any such fees incurred will be passed onto the Client at cost.

28. Gas Work

Prior to commencement of work involving gas appliances, the existing gas supply will be subject to a soundness test to check for compliance with Gas Safety Regulations. Any faults found will be advised to the Client and any rectification works required may be subject to additional charges

29. Existing Pipework

Should the works include pressurising an existing heating system, the Client should be aware that the higher pressures may find weaknesses in the existing system. Any repairs required in this respect are not included within our quotations

30. Other Trades

Where other trades are involved in the works and these trades are not under our control any delays that may be caused to our progress by these trades may be subject to an extra charge and/ or delay in completion

31. Re-instatement

Whilst all holes formed during the execution of the proposed works will be made good on completion, no allowance has been made for re-instatement of decorations. We do not guarantee to match existing brickwork where boiler flue terminals have been removed

32. Powerflushing

It must be pointed out that, whilst this treatment is generally harmless, depending on the condition of the existing components the process may find weaknesses in the system. Should any such problems be encountered then any rectification works required may be charged at extra cost. The customer will be asked to sign a waiver confirming this point.