

**CONDITIONS OF BUSINESS FOR Mr & Mrs PLUMBING AND HEATING SERVICES Ltd.**

**Company registration number 8144771**

**PLEASE BE AWARE THAT WE ACCEPT NO RESPONSIBILITY FOR PLANNING APPLICATIONS OR INITIAL CONTACT WITH BUILDING CONTROL SHOULD YOUR PROJECT REQUIRE IT. HOWEVER SHOULD YOU WISH US TO TAKE ON THESE RESPONSIBILITIES PLEASE INFORM US AND WE CAN HANDLE ALL APPLICATIONS IF REQUIRED.**

**1. Definitions**

1.1 In these conditions, unless the context requires otherwise:

- 1.1.1 **'Buyer'** means the person who buys or agrees to buy the Goods or Services from the Seller;
- 1.1.2 **'Conditions'** means the terms and conditions of sale set out in this document and any special terms and conditions agreed in Writing by the Seller;
- 1.1.3 **'Contract'** means a contract for the sale by the Seller to the Buyer of the Goods and/or the Services;
- 1.1.4 **'Delivery Date'** means the date specified by the Seller when the Goods are to be delivered;
- 1.1.5 **'Services Date'** means the date(s) specified on which the Services are carried out;
- 1.1.6 **'Goods'** means the articles which the Buyer agrees to buy from the Seller;
- 1.1.7 **'Goods Payment'** means the sum payable for the Goods;
- 1.1.8 **"Intellectual Property Rights"** means patents, copyrights, registered and unregistered designs, registered and unregistered trade and service marks and other industrial or intellectual property rights of any kind owned or used by the Seller in respect of the Goods or the Services.
- 1.1.9 **'Price'** means the price for the Goods and the Services excluding any carriage, packing, insurance, VAT, duties and other taxes;
- 1.1.10 **'Seller'** means **Mr and Mrs Plumbing and Heating Services Ltd;**
- 1.1.11 **'Services'** means all and any services provided by the Seller including without limitation the provision of labour;
- 1.1.12 **'Writing'** and any similar expression includes facsimile transmission and electronic mail.

**2. CONDITIONS APPLICABLE**

- 2.1 **These Conditions shall apply to all Contracts to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.**
- 2.2 All orders for Goods and/or Services shall be deemed to be an offer by the Buyer to purchase Goods and Services pursuant to these Conditions and shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.3 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in Writing by the Seller.
- 2.4 No Contract shall come into existence until the earliest of the Seller's quotation being accepted by the Buyer or the Buyer's order being accepted by the Seller.

**3. PRICE AND PAYMENT**

- 3.1 The Price shall be the price in the Seller's Written quotation subject to the Seller's right to increase the Price pursuant to clause 3.2. The Price is exclusive of VAT which shall be due at the rate ruling on the date of the Seller's invoice.

- 3.2 The Seller reserves the right, by giving Written notice to the Buyer at any time before delivery of the Goods or the commencement of the Services (whichever is the earlier), to increase the price of the Goods and/or Services to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods or Services which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- 3.3 Once the Contract has come into existence, the Buyer shall pay the Goods Payment to the Seller immediately prior to the Seller ordering the Goods.
- 3.4 Payment of the Price (less the Goods Payment if previously paid) and VAT shall be due within 14 days of the date of the invoice when the Buyer has previously negotiated credit facilities with the Seller otherwise payment of the Price is due on completion of the Services.
- 3.5 **Time for payment shall be of the essence of the contract. If any sum payable under the contract is not paid on the due date then, without limiting any other right of remedy available to the Seller, the Seller may cancel the contract or suspend any further deliveries to the Buyer and/or charge the Seller interest (both before and after any judgment) on the amount unpaid at the rate of 20% per annum above Barclays Bank plc base rate in force until payment is made in full. Such interest shall be paid on demand. In addition, any discount given to the Buyer may be withdrawn.**
- 3.6 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

#### 4. **ADDITIONAL REMEDIES FOR LATE PAYMENT**

- 4.1 If the Buyer fails to make any payment on the due date then without prejudice to any of the Seller's other rights the Seller may:
- 4.1.1 suspend or cancel deliveries of any Goods or other articles due to the Buyer; and/or
- 4.1.2 appropriate any payment made by the Buyer to such of the Goods (or Goods supplied under any other contract with the Buyer) as the Seller may in its sole discretion think fit.

#### 5. **THE GOODS AND SERVICES (MCS)**

- 5.1 The Goods and Services shall be supplied in accordance with the description contained in the Seller's Written quotation unless any changes are required in order to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness for purpose of the Goods.
- 5.2 **All renewable energy products will be installed to MCS requirements, however should the customer purchase equipment that is not on the MCS website no grants will be available for the installation.**

#### 6. **DELIVERY OF THE GOODS AND SERVICES**

- 6.1 The Goods are delivered to the Buyer when the Seller makes them available to the Buyer or its agent.
- 6.2 **Any dates quoted by the Seller as the Delivery Date or the Services Date are approximate only and shall not form part of the Contract and the Buyer acknowledges that in the performance expected of the Seller no regard has been paid to any quoted Delivery Date or Services Date. Notwithstanding the foregoing, the Seller will use all reasonable endeavours to adhere to any quoted Delivery Date and/or Services Date.**

#### 7. **SELLER'S RETENTION OF PROPERTY CLAUSE**

- 7.1 The Goods shall be at the Buyer's risk as from delivery.
- 7.2 In spite of delivery having been made property in the Goods shall not pass from the Seller until:
- 7.2.1 the Buyer shall have paid the Goods Payment plus VAT in full; and
- 7.2.2 no other sums whatever shall be due from the Buyer to the Seller.
- 7.3 The Seller shall be entitled to recover the Goods Payment (plus VAT) notwithstanding that property in any of the Goods has not passed from the Seller.

7.4 Until such time as property in the Goods passes from the Seller to the Buyer, the Buyer shall upon request deliver up the Goods to the Seller. If the Buyer fails to do so the Seller may enter upon any premises owned occupied or controlled by the Buyer where the Goods are situated and repossess the Goods.

## 8. **WARRANTY**

8.1 The Seller warrants that the Services will be carried out with reasonable care and skill.

8.2 **The Seller warrants that the Goods are of satisfactory quality and fit purpose save in respect of the following cases :**

8.2.1 **when the Buyer has inspected the Goods prior to the Contract and any defect was obvious;**

8.2.2 **when the Seller informs the Buyer that the Goods are defective;**

8.2.3 **when the Seller informs the Buyer that the Goods may not be suitable.**

## 9. **LIABILITY**

9.1 **Except in respect of injury to or death of any person (for which no limit applies) the liability of the Seller under the Contract in respect of each event or series of connected events shall not exceed the Price.**

9.2 **Notwithstanding anything else contained in the Contract, the Seller shall not be liable to the Buyer for loss of profits or contracts or any indirect or consequential loss arising from negligence.**

## 10. **INTELLECTUAL PROPERTY**

10.1 The Buyer agrees that it will not copy or commercially exploit the Intellectual Property Rights for its own use or that of any third party.

## 11. **PROPER LAW OF CONTRACT**

11.1 This contract shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

## 12. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**

12.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this contract and nothing in this contract shall confer or purport to confer on or operate to give any third party any benefit or any right to enforce any term of this contract except as expressly provided in this Agreement.

## 13. **INSOLVENCY OF BUYER**

13.1 This clause 13 applies if:

13.1.1 the Buyer makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

13.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or

13.1.3 the Buyer ceases, or threatens to cease, to carry on business; or

13.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

13.2 If this clause applies then, without limiting any other right or remedy available to the Seller, the Seller may cancel the contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the Goods Payment shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## 14. **GENERAL**

14.1 These Conditions constitute the entire agreement between the parties with respect to the subject matter of this agreement.

14.2 A notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office, principal place of business, last known residential address or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

14.3 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

- 14.4 If any provision of the contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.
- 14.5 The Buyer may not cancel, assign or in any way part with the benefit of the Contract.
- 14.6 NO PAPER WORK OR GUARANTEES WILL BE ISSUED UNTIL FINAL PAYMENT.