

UKPH Limited T/A UK Plumbing

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TERMS & CONDITIONS OF QUOTATION AND CONTRACT

To protect your own interests please read the Terms & Conditions carefully before agreeing to them as they apply to any contract between us for the supply of work and materials as detailed in the Quotation.

UKPH Limited will be referred to as "the Company" or "We" and "the Customer" will be the client whose name is detailed on the Quotation.

WORKING HOURS: The Customer shall give access within the Company's usual working hours of Monday-Friday 08:00am to 17:00pm. In the event of this not being given and overtime being worked at the Customers request, the extra cost will be advised to the Customer and be chargeable in addition to the quoted price.

PROGRAM OF WORK: We aim to start the works by the date we either agree with you or notify you. Notwithstanding this, no guarantee or firm commitment can be given of the date of commencement or completion of works. We will offer a week commencing start date. This is the date at the start of the week that we hope to begin works. All commencement dates are provisional, and the actual start day/date will be confirmed with the Customer during the preceding week. We will make every effort to complete the work by anytime agreed with you. You must appreciate, however, that sometimes delays occur for reasons beyond our control and we cannot be held responsible for those delays. If such delays occur, we will complete the work as soon as possible. In the case of unforeseen circumstances, beyond the reasonable control of the Company, the Company will contact the Customer and agree an alternative date.

CHANGES: The Customer shall report to the Company any changes made to the premises since the survey, which may affect the installation or function of the system as this may require alteration to the specification or quotation.

TERMINATION: In the event of termination of the agreement after installation has commenced, the Customer agrees to pay reasonable costs incurred by the Company to the date of termination is received by the company, and to pay all reasonable costs incurred removing equipment which has been fixed.

MAKING GOOD: If we agree to make good any damage caused in the course or of our work to plaster, floors or brickwork etc. we will do so to a standard which will accept redecoration. Where damage is deemed to be caused by negligence of the Company's Employee, we will make good, offer compensation, or pass details to our insurers. Cuts or holes made to allow for equipment will, where possible, be made good. Floorboards removed will be refitted where possible.

WATER HEATING: Where we agree to carry out work to any part of a system, we assume that the rest of the system is in good condition. We cannot be held responsible for any damage caused or extra work required if this is not so.

WAYLEAVES: The Customer shall be responsible for obtaining and retaining any necessary consents, easements, or wayleaves and for any re-instatement of disturbed ground and in the case of extensions, to underground distributing mains or of overhead distribution lines which are within the Customers own property or on privately owned property over which the Customer has rights of access or tenancy.

CARPETS: In the event of carpets being lifted during the installation the Company will relay it to the nail strip, however a specialist carpet fitter may be needed at the customers request and expense to achieve the desired finish.

LICENCES: The Customer shall obtain any license, permit or other authority necessary for the execution of the work, covering inside, outside and areas surrounding the property.

GUARANTEE: Subject as mentioned below, the Company guarantees all installations, excluding any appliances, furniture or supplied items, which are covered under their own Manufacturer's Warranty, provided they have been fixed by its Employees under this Quotation, for a period of 12 months from the date of completion of the works. Should any issues be found due to faulty workmanship within that 12-month period, the Company will replace or repair the item in question, free of charge. Manufacturers Warranty covers all installed appliances, and should these become defective in any way, the relevant appliance aftercare service will visit and repair or replace as it deems suitable, and their decision is final and cannot be overruled by the Company. The Company guarantee does not cover defects due to poor manufacturer, fair wear and tear, abuse, or misuse. If any person who has not been specifically authorised by the Company carries out any repairs, alterations, or additions to the equipment installations and /or apparatus, all guarantees shall be null and void. Certain

items require extreme care once installed and cannot be replaced free of charge. The installation of all goods and equipment is specifically designed for the standard domestic situations.

FLUCTUATIONS: Invoices are strictly net, and the quoted price is subject to any variation in taxation. Quotations will be adjusted to meet any tax price variations in labour or materials occurring after the date of the quotation.

TERMS OR PAYMENT: Payment shall become due on demand unless otherwise agreed. If you wish to proceed, please note the works will be invoiced on a weekly basis, including VAT. Deposits due on acceptance of the quote to hold a given possible start date, Commencement payment due before the first day of installation, Interim payments where applicable, balance on completion of installation (excluding any additions/credits) The balance outstanding of the quote price is due on completion of the installation. The Customer shall not be entitled by reason of any alleged minor defect or where items are waiting for installation due to supplier delay, beyond the Company's control, to withhold more than a proportionate amount of the sum due. Failure to pay the balance outstanding will entitle the Company to charge interest on the balance at the rate of 3% interest above HSBC base rate. In the event of legal action taken by the Company, for breach of payment, the customer shall be responsible for all costs allowable by the courts if an award is made in the Company's favour.

PROGRESS PAYMENTS: Progress payments will be agreed between the Company and the Customer and invoiced on a weekly basis. In the event of a progress payment not being made in full as per the agreed schedule, the Company shall have the right to stop all work forthwith and shall, as its option, be entitled to treat the Contract as having been repudiated by the Customer and to charge the Customer for work done and materials supplied on a quantum meruit basis, without prejudice to the Company. Should the Company elect to resume work upon such payment being made, the expense incurred by such stoppage and the subsequent resumption of work shall be chargeable to the Customer in addition to the quote price. The non-completion of the building as a whole or of the work of any other trade shall not affect or delay and payment due. The Company retains ownership upon all materials, plant, and machinery, even though installed or delivered on site, for the whole of any unpaid balance due to the Company.

UNKEPT APPOINTMENTS: In the event of an appointment not being kept which has been booked with the customer in advance, the Company reserves the right to charge a reasonable amount for their time/travel costs. If we need to collect or deliver keys for a property, we reserve the right to make a reasonable charge for this service.

EXTRA COSTS: In the event of suspension or cancellation of the work at the request of the Customer, or lack of instructions or delay on site, caused by matters beyond the control of the Company, any extra expense thereby incurred shall be chargeable to the Customer. If overtime is worked or alterations made at the request of the Customer, the extra cost incurred, including a reasonable addition for administration expenses and overhead charges will be met by the Customer.

POSITIONS OF FITTINGS: Positions of sanitaryware, brassware etc if not provided for in the quotation, or an associated drawing, are to be determined before work is commenced and any change required therein shall be notified by the Customer to the Company employee, in sufficient time so as not to impede the progress of the work. If the Customer is not present for agreed setting out meeting, the Company will position such items to what it believes to be standard practice. Any extra work necessary to meet such changes will be chargeable to the Customer in addition to the quote price.

LOSS OR DAMAGE: The Company will not be liable under this contract for any loss or damage caused by them, their employees or agents in circumstances where losses were unforeseeable to the parties when the contract was formed.

DELIVERY OF GOODS TO SITE: The Company will liaise with the Customer to allow all ordered goods to be brought to site upon commencement of installations, Customer and Company to make space available for acceptance of goods once delivered to site.

SUPPLIED GOODS: The Company can in no way be held responsible or liable for imperfections found in any manufacturers products or goods supplied, installed, or used by the Company.

DECORATION: The Company will not make good any damage to decoration, paintwork or finished surfaces unless requested to do so in advance of completing the works in writing and where required, to sub contract such works to a contractor at a reasonable charge to be met by the customer, unless the damage was caused by our negligence, where pipework or fittings are drilled through finished walls we will apply the first fill, any rubbing down or decorating will be at the customer's request and expense.

SUBCONTRACTING: The Company reserves the right to sub-contract the work of installation, repair and replacement or any part thereof, but only with prior consent of the Customer.

CONCEALED CONDITIONS AND HIDDEN DEFECTS: The quotation is based solely on the observations the Company was able to make with the structure in its current condition. If additional concealed conditions or hidden defects are discovered

once work has commenced, which were not visible at the time the site was visited. The Company will stop work and point out these unforeseen concealed conditions to the Customer. Any additional works and costs required are to be agreed with the Customer and a separate revised or extra contract quotation provided. This may include but is not exclusive to, the following: Hidden gas or water pipes which require moving, damage wall or floor surfaces once current coverings are removed etc.

YOUR QUOTATION: Please ensure your final quotation and acknowledgement are checked thoroughly to ensure all the details and goods are correct and all the work you require is included, as only the work listed in the quotation will be carried out within the price quoted. Any additional small works required after commencement of the initial contract will be quoted for and will then be added to the final invoice. Large jobs will be quoted for and treated as a new contact.

SCOPE OF CONDITIONS OF CONTRACT: These conditions of contract will apply in full to all quotations and work carried out and/or apparatus or equipment supplied by the Company under such quotations except where specifically agreed in writing to the contrary.

JOINT LIABILITY: Should this contract be in a joint name, i.e., Mr & Mrs, then both parties will be held jointly, and severally, liable for the completion of this contract and both agree to be held responsible for the details in the contract.

SOCIAL MEDIA: UKPH Limited utilise social media to keep clients updated on our work and reserve the right to take photos and post them to either Facebook, Instagram, Twitter, or our website. Please advise us in writing if you are unhappy for us to use any photos of your project using these social media platforms or require and published photos removed. UKPH Limited accept no responsibility for any images removed from its social media.

PRIVACY POLICY: Your information may be processed by the Company to a third party for warranty activation, deliveries, returns or spare parts in respect of this contract. We may also contact you with respect to this contract for the purpose of any maintenance, upgrades, product recalls or advice. The Company is committed to protecting and respecting your privacy and to comply with applicable data protections and privacy laws. Under the Data Protection act 2003 we will only hold personal information that is relevant to your relationship with us and the Company carrying out its duties. Your information will not be shared with or sold to any third parties other than those that work with the Company and subcontract to us. If you would like to discuss your personal information with the Company, please contact us directly on 01252 334494 or write to us at info@ukplumbingcontractors.com Our full privacy policy is available to read on our website at www.ukplumbingcontractors.com

Commencement of work is deemed to be acceptable of these Terms & Conditions.