

Heating & Plumbing Services

Conditions of tender

1 Price

- (a)** The price quoted is strictly net and is based on current costs of equipment, materials and labour.
- (b)** Allowance has been made in the price for any old fittings and materials, and these shall be removed by the contractor.
- (c)** The tender may be accepted at any time with a period of 30 days from the date of tender and if not accepted within such a period shall lapse. In the event of the tender being accepted within such a period of 30 days the contractor reserves the right to take account of any variations in the costs of equipment, materials or labour after a period of 30 days from the date of tender.
- (d)** The contractor may make in certain circumstances an extra charge in respect of any period of time during which he is unable to proceed with the work on account of delays which have arisen through no fault of his.
- (e)** Unless otherwise stated, the tender does not cover any work by other trades nor any statutory fees such as fees relating to planning permission or water regulations.
- (f)** Any additional work or variation shall be charged on a time and material basis or be the subject of a separate tender.
- (g)** Any defects or deficiencies found in an existing building or system which require to be attended to for satisfactory completion of the tender work, or to satisfy statutory requirements and not specifically referred to in the tender shall be the responsibility of the customer. If the customer arranges for any part of the whole of such work to be carried out by the contractor it shall be the subject of a separate tender or be charged as an extra on a time and materials basis. In particular in the case of heating work, it shall be the responsibility of the customer to ensure that all existing flues are in good condition, and where it is necessary, for a flue liner to be used, that the flue is free of obstruction and properly swept or cleaned, before the insertion of the flue liner.

(h) The contractor shall take every care during the carrying out of the work but the tender does not include renewing flooring or incidental redecoration subsequent upon the proper execution of the work. In particular the customer shall remove or be responsible for all floor coverings, including carpets and lino. Unless otherwise agreed the contractor shall lift and relay softwood tongued and grooved flooring as necessary. It is not always possible to avoid minor damage but the contractor will make every effort to keep this to a minimum. The contractor shall not be responsible for lifting and relaying hardwood flooring.

2 Terms of Payment

- (a)** Payment is due on completion of work, or if agreed, within 14 days of invoice date. A minimum ½ hour labour charge applies. Other charges are at ½ hour periods.
- (b)** Any progress payments, which will become due are detailed in the tender. In addition to these, the contractor has the right to call for a proportionate progress payment in the event of delay to the work, due to circumstances beyond his control.
- (c)** In the event of late payment, interest will be charged at 2% per month on outstanding debt until payment received. All expenses and legal costs will be charged on an indemnity basis. This will include any correspondence and legal notices.

3 Completion

- (a)** The contractor shall make every endeavour to carry out the work within the period stipulated or if no period is stipulated within a reasonable time but shall not be held responsible for any delay, loss or damage arising out of any cause beyond his control.
- (b)** Because of changes in design, or modifications by the manufacturers, or through lack of availability, the contractor may not be able to supply the equipment originally specified. In such event he shall be regarded as satisfactorily completing the contract if he supplies with the agreement of the customer, a satisfactory and reasonable alternative item and the price shall be adjusted accordingly.

Heating & Plumbing Services

4 Property in Materials

All materials, appliances and fitments and other goods shall remain the property of the installer until payment has been received.

5 Risks

The contractor shall be responsible for equipment, materials and labour supplied by him during the course of the work, but shall not be liable to replace equipment already installed or re-do work already carried out by him which may have been destroyed, damaged or stolen in circumstances where he is not at fault.

6 General Guarantee

(1) The contractor guarantees that all goods and materials supplied by him if ordered by description and/or specification shall correspond to that description.

(2) The contractor guarantees that all materials supplied by him will be of merchantable quality and reasonably fit for the particular purpose for which they are purchased. But this guarantee does not extend

(a) If the goods were examined by the customer before fitting, to defects which that examination ought to have revealed.

(b) to defects pointed out to the customer before supply or

(c) where the customer does not, or it is unreasonable for him to rely on the skill or judgement of the contractor.

(3) The contractor will make good any defects due to bad workmanship and repairs or replace any defective materials or goods supplied provided that any defects are brought to his notice within twelve months of completion of the work, but this guarantee does not extend to:

(a) any drawings or designs prepared by persons other than the contractor or any supplies and any extra work necessary caused by defects in such drawings or designs shall be charged as an extra under Clause 1 (h).

(b) any loss or damage direct or indirect nor to any extra work entailed due to the apparatus being put into

operation by the customer or at his request before it is handed over for beneficial use.

(c) Any consequential loss or damage caused directly or indirectly by any defects in any articles or materials not manufactured by him except in case of negligence or breach of contract.

(4) The guarantees are given subject to the Sale of Goods Act, 1979 and the Unfair Contract Terms Act, 1977.

7 Fair Trading, Conciliation and Arbitration

The contractor undertakes to adhere to the Industry's Code of Fair Trading, Conciliation and Arbitration.

8 Contract

A copy of this contract may be left with Customer upon their request.