

KARL BARRETT: TERMS & CONDITIONS

APPLICATION OF TERMS:

1.1 These terms apply to all sales of goods and/or services by contractor to the exclusion of all other terms (including any which you purport to apply) unless expressly agreed in writing in advance by contractor.

1.2 Each order or acceptance of a quotation for goods and/or services by you shall be deemed to be an offer by you to buy goods and/or services subject to these terms. No order or acceptance of a quotation by you shall be deemed to be accepted by contractor until contractor issues written confirmation of order or (if earlier) I begin to process your order. I shall be entitled to withdraw any quotation at any time (whether or not already accepted by you).

1.3 You acknowledge that you have not relied on any statement or representation made or given on my behalf. Any estimate of quantities needed, advice me to the suitability of any goods for a particular purpose and any plan or measurement given by contractor is given for guidance only (based on your information) and without liability on my part. Contractor for additional materials, wastage or installation makes no allowance. You must satisfy yourself that all goods and/or services ordered are correct.

1.4 Any typographical error or clerical omission in any sales literature, quotation, price list or other document issued by contractor may be corrected without liability on my part.

PRICE:

2.1 The price quoted is strictly net and is based on current costs of equipment, materials and labour.

2.2 The quote may be accepted at any time within a period of 30 days from the date of estimate and, if not accepted within such a period, shall lapse. In the event of the estimate being accepted within such a period of 30 days, the Contractor may, by giving notice to the Customer at any time up to 7 days before delivery, increase the price of goods to reflect any increase in the cost to the Contractor which is due to factors occurring after making of the estimate which shall be beyond the reasonable control of the Contractor provided that the Customer may cancel his Contract within 7 days in writing of any such notice from the Contractor.

2.3 The Contractor may make 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 own.

2.4 The quote is based on the work being done during normal working hours (normal working hours are between 9.00 a.m. and 5.00 p.m. Monday to Friday and excluding Bank Holidays). If the Customer requires work to be done outside of normal working hours, the Contractor shall be entitled to make reasonable additional charges for the extra costs so incurred.

2.5 Unless otherwise stated, the Quote does not cover any work by other trades. If work by other trades is specified within the Quote, the Contractor reserves the right to nominate sub-contractors to effect the same at its discretion. Any disputes arising from such sub-contracted work will not be deemed to be reason for withholding payment for other work included in the quotation, including that affected by the Contractor and/or their other sub-contractors.

2.6 The Quote is given and the work undertaken by the Contractor on the understanding that all necessary license's, authorities or planning permissions, including the consent of the Landlord are first obtained and any costs involved covered by the Customer and that unrestricted access to the premises will be given by the Customer in order that the work may be undertaken. Any additional costs incurred by the Contractor as a result of this clause not being strictly observed, may result in an additional charge.

2.7 Any defects or deficiencies found in an existing building or flues or in an existing system which requires to be attended to for satisfactory completion of the Estimate works or to satisfy statutory requirements and not specifically referred to in the Estimate shall be the responsibility of the Customer. If the Customer arranges for any part or the whole of such work to be carried out by the Contractor it shall be the subject of a separate Quote or be charged as an extra on a time and materials basis. In the case of heating work, it shall be the responsibility of the Customer to ensure that all brick or stone flues are in good condition, and where it is necessary for a flue lining to be used, that the flue is free of obstruction and properly swept or cleaned before the insertion of the flue liner.

2.8 The Contractor shall take every care during the carrying out of the work but the Quote does not include renewing flooring or incidental re-decoration 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 flooring. Unless otherwise agreed, the Contractor shall lift and re-lay 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 or chipboard flooring.

2.9 All materials and equipment on the Customer's premises, whether fixed or unfix, and any labour charges accrued to fix any such equipment or materials are at the sole risk of the Customer and the Contractor shall not be responsible to replace equipment already installed or redo work already carried out by him which may have been destroyed, damaged or stolen in circumstances beyond the Contractor's control. Notwithstanding this, the Customer shall be solely responsible for all losses or damage to the contract works and materials and equipment arising from fire however caused and shall indemnify the Contractor against such loss or damage. While pipe work and tanks installed in accordance with the specification in the Quote are installed as protected against frost damage, the Contractor does not accept liability for any damage to the system

or property caused by adverse weather conditions or any consequential loss arising therefrom. The Contractor disclaims any responsibility for any damage arising from the condition of the premises or insulations therein. Connections to any existing pipework, fittings and fixtures of any type are made at the Customer's risk.

DESCRIPTION OF GOODS:

3.1 The quantity and description of the goods are set out in my quotation or confirmation of order. The Contractor may supply goods in either metric or imperial sizes in the nearest equivalent measure and goods may be charged in metric allowing for conversion.

3.2 All samples, drawings, descriptive matter, specifications and advertising are issued or published for the sole purpose of giving an approximate idea of the described goods. They shall not form part of the contract and this is not a sale by sample.

3.3 Drawings: Unless expressly otherwise stated, where drawings are submitted with this Quote they shall be for demonstration purposes only. They should not be relied upon by the Customer and they are not prepared to specifically show the type or precise position of construction or installation.

3.4 Where fine or special tolerances are required in the goods supplied beyond those generally accepted in the heating & plumbing trade, no liability shall attach to me unless such tolerances are notified in writing to Contractor at the time of order and that I have acknowledged in writing that I am prepared to accept such order.

RISK AND OWNERSHIP OF GOODS:

4.1 The goods are at your risk from the time of delivery or deemed delivery.

4.2 Ownership of the goods shall not pass to you until I have received in full (in cleared funds) all sums due to Contractor in respect of the goods and all other sums which are or become due to Contractor from you on any account.

PROVISION OF SERVICES:

5.1 Where the goods supplied include services by Contractor, or my agents or subcontractors, you shall (where necessary) allow safe and reasonable access to the site within our normal working hours to carry out the services.

5.2 The price quoted for such services assumes that:

(a) The site is ready and suitable for the services to commence at the agreed time;

(b) The services are to be carried out within our normal working hours;

(c) Suitable site access is available at all times; and

(d) Adequate mechanical lifting equipment is provided by you in the event that the services are to be carried out above ground level.

If any of these assumptions proves incorrect, I shall be entitled to vary the price.

5.3 You shall provide a safe environment and all necessary consents, information, and resources for me, and my agents and subcontractors to carry out the services.

5.4 In relation to any installation services, you are responsible for insuring the goods (whether before or after installation) and shall notify your insurers that I will be carrying out such services on site. You must protect carpets, furniture and all other items.

5.5 Any dates and times I specify for commencement and completion of the services are an estimate. I shall not be liable if I do not carry out the services on or at any particular date or time. Time for performance shall not be made of the essence by notice.

5.6 If I provide design services, all copyright and other intellectual property rights created, developed or used shall remain the sole property of Contractor.

TERMS OF PAYMENT:

6.1 Payment of the price and VAT as detailed in the invoice will be due on completion of the work and shall be made upon receiving the invoice unless otherwise arranged.

6.2 Any progress payment that will become due are detailed in the Quote. In addition to these, the Contractor has a right to call for a proportionate progress payment of 33% of the Quote price in the event of delay to the work caused by circumstances beyond the Contractor's control. The Contractor also reserves the right to ask and receive a deposit before commencing any work.

1. Interest at 2.5% above the Contractor's Bank's current unsecured bank overdraft rate may be charged on overdue accounts.

2. The Customer undertakes to make any payment due hereunder in full without any deduction, *offset* or counterclaim whatsoever save in respect of any credit note issued to it by the Contractor.

6.3 The Contractor shall be entitled to set *off* against any sum due from the Contractor to the Customer on any account whatsoever any sum owed to the Contractor by the Customer whether or not the same shall have become due for payment and any claim or counterclaim which the Contractor may have against the Customer whether liquidated and whether

jointly or otherwise.

6.4 For non credit account purchases, payment shall be with the order or, at our discretion, on delivery or deemed delivery.

6.5 Time for payment shall be of the essence. You shall make all payments in pounds sterling and in full without any deduction.

6.6 If you fail to pay me any sum due (and whether or not any part of your account is subject to query), I may, in addition to my rights under 8.3, appropriate any payment made by you to such of the goods and/or services (or such goods or services supplied under any other contract between you and me) as I may think fit; and you shall be liable to pay me interest on such sum at the annual rate of 4% above the base lending rate from time to time of the Royal Bank of Scotland PLC, accruing on a daily basis from the due date for payment until payment is made in full, whether before or after any judgment, together with all costs and expenses incurred by myself in recovering sums due or exercising our rights under this provision.

PRICE AND ADDITIONAL CHARGES:

7.1 Unless the Contractor otherwise agree in writing, the price payable for the goods and/or services shall be the price applicable on the date of delivery or deemed delivery for goods and the date the services are carried out for services.

7.2 The price for the goods and/or services shall be inclusive of any value added tax, which shall be payable by you at the rate applicable at the tax point.

7.3 The Contractor may at any time after acceptance of an order, but prior to delivery, revise the price payable for the goods and/or services to take account of increases in costs including, without limitation, costs of any goods or materials, carriage, labour or overheads, the increase or imposition of any tax duty or other levy and variation in exchange rate.

7.4 Unless the Contractor agrees in writing, The Contractor may charge the customer the cost of delivering the goods.

7.5 Contractor may also charge for any special packaging to cover the cost of labour and materials.

COMPLETION:

8.1 The Contractor shall make every endeavor 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.

8.2 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.

8.3 The Contractor guarantees that all materials supplied by him will be of satisfactory quality and reasonably fit for the particular purpose for which they are purchased. This guarantee does not extend:

i) If the goods were examined by the Customer before fitting, to defects which that examination ought to have revealed; or

ii) To defects pointed out to the Customer before supply; or

iii) Where the Customer does not or it is unreasonable for him to rely on the skill or judgment of the Contractor.

8.4 The Contractor guarantees that all goods and materials supplied by him, if ordered by description and/or specification, shall correspond to that description.

PROPERTY AND MATERIALS:

9.1 Title to and property in the materials shall remain vested in the Contractor notwithstanding their delivery and passing of risk to the Customer until the price of the materials and all other monies owed by the Customer to the Contractor pursuant to any other account or contract (whether or not the same is due for payment) has been paid discharged or satisfied in full.

RISKS:

10.1 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 redo work already carried out by him which may have been destroyed, damaged or stolen, in circumstances where he is not at fault.

LIABILITY:

11.1 If any goods or services are defective due to defective workmanship or material, I shall (at my own option) repair or replace such goods (or the defective part) or rectify the defective service or refund the price of such defective goods or services at the pro rata contract rate provided that:

- (a) you give me written notice of the defect within seven days of the date of delivery or completion of the services or, in the case of a defect which is not discoverable upon reasonable examination, within seven days of the time when you discover or ought to have discovered the defect (and in any event within 30 days from the date of delivery or completion of the services);
- (b) I will give a reasonable opportunity after receiving notice to examine such goods and/or services and (if asked to do so by myself) you return such goods to my place of business for the examination to take place there;
- (c) you do not make any further use of such goods after giving such notice;
- (d) the defect is not due to willful damage, negligence (other than mine), fair wear and tear, alteration or repair of such goods without our prior written consent or incorrect storage, application, movement, installation, commissioning, use or maintenance of the goods (other than by myself); and
- (e) the defect is not due to any act or omission of you, or my agents or contractors.

11.2 My entire liability for defective goods and services is set out in 11.1 and in particular we shall not be responsible for either the cost of removing the goods from any place where they are installed or fixed (or making good the place after removal) or for the cost of installing or fixing any re- paired or replacement goods unless due to our defective service.

12.3 On request, we will provide information about any manufacturer's guarantee offered and available to you in respect of the goods.

12.4 Save as expressly set out in these terms, all warranties and other terms implied by statute or common law (save for the term implied as to title) are, to the fullest extent permitted by law, excluded from the contract.

12.5 Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the contract shall be limited to the contract price.

12.6 I shall not be liable to you for any pure economic loss, loss of profit, loss of business, depletion of goodwill or loss of anticipated savings, in each case whether direct, indirect or consequential, or any other indirect losses whatsoever and howsoever caused.

12.7 Nothing in these terms excludes or limits our liability for (a) death or personal injury caused by our negligence, (b) fraud or fraudulent misrepresentation; and (c) any other matter which it would be illegal for us to exclude.

12.8 Where goods are manufactured in compliance with any designs, specifications or drawings supplied by you or your customer, you shall indemnify us against all proceedings, costs, claims, losses or demands in respect of any infringement or alleged infringement of any intellectual property rights whatsoever of third parties in any part of the world.

CANCELLATIONS AND RETURNS:

12.1 I may, at my discretion, accept or reject the cancellation of any contract or the return of any goods not required. Any such cancellation or return shall be on such terms as I specify and in particular which I may charge you a handling fee.

12.2 Where you are a "consumer" under a "distance contract" (both as defined in the Consumer Protection (Distance Selling) Regulations 2000) you may cancel a contract within seven working days after the date the goods are delivered. You must return the goods to my business address from which they were delivered or request me to collect the goods, at your cost. This term shall not apply to any goods specially obtained or made for you or which are liable to deteriorate or expire rapidly.

12.3 I shall be entitled to cancel or suspend a contract if you fail to pay me any sum due pursuant to the contract (whether or not any part of your account is subject to query) or any of the following events occurs or I believe is likely to occur:

- (a) you have a bankruptcy order made against you or make an arrangement or composition with your creditors, or otherwise take a benefit for the relief of insolvent debtors; or
- (b) you convene a meeting of creditors or enter into liquidation; or
- (c) you have a receiver and/or manager, administrator or administrative receiver appointed over your undertakings or any part; or
- (d) a resolution is passed or a petition presented to any court for your winding-up or for the granting of an administration order in your respect, or any proceedings are commenced relating to your insolvency or possible insolvency; or
- (e) you suffer or allow any execution, whether legal or equitable, to be levied on your property or obtained against you, or
- (f) you are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or you cease to trade; or
- (g) any event similar to the above occurs; or

(h) you fail to observe or perform any of your obligations under the contract or any other contract between myself and you; or
(i) you encumber or in any way charge any of the goods.

HEALTH AND SAFETY:

13.0 Certain goods supplied by myself could, if incorrectly used, give rise to risks to health and safety. Information in respect of such products is available from me directly. You undertake that you will ensure compliance as the customer with any instructions given by myself or the manufacturer or one of suppliers and will take any other steps or precautions, having regard to the nature of the goods, as are necessary to preserve the health and safety of any person handling, using or disposing of them.

WASTE:

14.0 Customer will be responsible for the disposal of any waste arising from the goods and will comply with all applicable laws, regulations and waste management license's relating to such waste, including the appropriate disposal by you of any goods marked with a crossed out wheelee bin symbol, .You will indemnify me against all costs, claims, liabilities and expenses arising from any breach by you of this provision.

FORCE MAJEURE:

15.0 The Contractor may defer the date of delivery, cancel the contract or reduce the volume of the goods and/or services ordered by you (without liability to you) if I was are unable to deliver or supply due to any cause beyond my reasonable control (including the acts or omissions of my suppliers and subcontractors).

GENERAL GUARANTEE:

16.0 The Contractor will make good any defects due to bad workmanship and repair or replace any defective materials or goods supplied provided that any defects are brought to his notice in writing within 12 months of completion of the works. This guarantee does not extend to :

(a) Any drawings or designs prepared by persons other than the Contractor or any suppliers and any extra work necessary caused by defects in such drawings or designs shall be charged as an extra under clause 1H on a time and materials basis or be the subject of a separate Estimate.

(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 the case of negligence or breach of contract.

16.1 These guarantees are given subject to the Sale of Goods Act 1979 and the Unfair Contract Terms Act 1977. The Contractor undertakes to adhere to the Industry's Code of Fair Trading Conciliation and Arbitration.

GENERAL:

17.1 That working times of labour and description of materials are clearly and accurately shown on the paper work.

17.2 Services are available to all customers during normal working hours Monday to Friday, customers who are contracted on an annual basis for their service have the added advantage of my service availability 365 days of the year during normal working hours, as well as priority response at all times.

17.3 I will strive to undertake service calls for repairs on the same day if received Before 10am, and with the exception of the 1st call of the day at 8.30am, will be allocated an AM or PM Call only, although indications are given from time to time, these will not be guaranteed.

17.4 We reserve the right to isolate and turn off any Fuel supply, as a result of a major concern as to the safe operation of a Heating system Boiler and or associated components, and we will not be held responsible for any costs incurred as a result of doing such.

17.5 All boilers prior to service are checked for operation, any faults identified will be recorded and any parts or additional labour time will be charged accordingly, we reserve the right to cancel a service appointment in lieu of a Breakdown on arrival at the property.

17.6 Annual service/inspections of an oil fired appliance is considered to be standard practice to ensure the appliance is safe and obtaining best efficiency to use at that time based on legislation and regulations currently in force, we will always advise you and recommend the best actions to ensure compliance.

17.7 Charges are based on fixed rates for a set period of time, Breakdown and repairs charges are based on a call out Includes the first 30 minutes, with further charges every 15 minutes. Enhanced rates for weekends and bank holiday apply.

17.8 Service Calls are inclusive up to 1 hour 30 minutes Included Travel. Your signature will be required to authenticate the Time and Materials used, on this document, which will be used to calculate the costs and subsequent invoice will be issued, you are also confirming that you accept our terms and conditions and charges which can be requested or obtained from this office or alternatively from my web site at www.karlbarrett.com

17.9 The contractor does not cover or repair areas of general plumbing works on domestic or commercial properties such as washroom taps, baths, showers or toilets systems. For further details on central heating plumbing, services and repairs, please refer to www.karlbarrett.com

(a) On combination oil fired boilers (Combi) only the domestic hot water (DHW) tap will be tested for temperature and flow rate as part of the annual service or repair work under the current Oftec Guidelines and boiler manufacturers.

17.9 Important Information Oil is an environmental hazard and in the event of a leak from Oil Storage tanks, Fuel Lines and Filter assemblies call us in the first instance.

17.10 The Contractor would also recommend you notify your household insurance company regarding any oil to ground contamination.

17.11 Customers must make contact with the Environment Agency if there is a risk of the oil entering a controlled water source such as rivers and drainage systems. Do not attempt to clean the area with water.

17.12 The Contractor takes no liability for any oil related incidents involving the Environment Agency, Sub Contractor or the customers Insurance Companies in the result of clean up costs and services, where any courtesy visits (non payment), advice or phone call have been made.

(a) It is the customers responsibility to ensure their oil fired equipment is keep up to date with current Building Regulations and Oftec guidelines to ensure the equipment is in safe working order.

(b) The customer must agree a pre booked paid appointment within the working hours of 9.00 a.m. and 5.00 p.m. for any site investigation work to be carried out and the relevant Oftec report and paperwork to be signed by the home owner/landlord and payment to be made in full at the time of the visit.

(c) Any evidence of oil spillage at the time of the investigation will be notified to the Environment Agency 24 hour hotline for an incident number.

17.13 Every Householder has a duty to ensure that their Oil supply system is safe; Prosecutions by the Environment Agency can result in failure to maintain your Oil Storage System.

17.14 I follow the Guidance and Regulations as set by Bodies such as OFTEC, HSE, Building Regulations, and Water Regulations.

COMPLAINTS PROCEDURE:

18.1 Should you have any unresolved queries, require further information or fail to be completely satisfied with my work please write to **karlbarrett.oftec@gmail.com** and I will confirm within 5 days I have received your complaint, and then undertake a review and further advise you of any action to be taken within the next seven days, which may require a further site visits.

This does not affect your statutory rights.