



## Precise Installs (Strathclyde) Ltd

### Terms and Conditions

In these terms the following definitions shall apply;

**Business days:** a day (other than a Saturday, Sunday or public holiday) when banks in Scotland are open for business.

**Company:** Precise Installs (Strathclyde) Ltd, a company registered in Scotland with registered number SC513312 and having its registered office and place of business at Block 6, Unit 17 Third Road, Blantyre, Glasgow, South Lanarkshire, Scotland, G72 0UP.

**Operative or Engineer:** a representative appointed by the Company.

**Conditions:** the terms and conditions are set out in this document.

**Quote:** issued by the Company and valid for a period of 30 days. A quote will transition to a contract when the Company is in receipt of the signed quote by the Customer.

**Contract:** the Contract between the Company and the Customer for the provision of plumbing and heating works and related services as outlined within the specification and under these Conditions;

**Customer:** the person(s) (natural or legal) named in the specification as a customer;

**Force Majeure Event:** any event beyond a Party's reasonable control, which by the nature could not have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters, or extreme adverse weather conditions, or default of suppliers of subcontractors;

**Parties:** the parties to the Contract (Each, a Party);

**Price:** the sum payable by the Customer to the Company for the work carried out under the Contract;

**Specification:** the specification detail within the Contract relating to the supply of services under the Contract, including any related Company plans and/or drawings; and

**Work(s):** the services supplied under the Contract.

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## **Scope of Works**

Under the Contract the Company will carry out the work listed in the Specifications, unless agreed otherwise in writing by the Company. These conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company that is not detailed in the Contract. The Customer acknowledges that unless detailed within the written specifications, excavation, relocation, removal or repair of soil, or pipes are not included within the Contract. The Customer acknowledges that no provision has been made for the removal of asbestos within the Contract specification unless specified. If removal is required, the Company can provide the Customer with a written cost to include within the Works.

## **Customer's Obligations**

The Customer is obliged to pay the Price. The Customer agrees to permit access to the property which is to be the subject of the Works as detailed in the Specification during normal business working hours, being 8.00am to 5.00pm Monday to Friday (excluding public holidays). The Customer shall inform the Company without delay of any deficiencies or problems concerning the Work carried out under the contract. The Customer must notify the Company of such deficiencies or problems either (1) by post to the company address listed in the Specification or (2) by email to the email address listed in the Specification and in either case the Customer must address the notice to 'Customer Services'. Should the Customer wish for additional works to be completed by the Company, the scope of works and additional cost to be paid by the Customer, must be agreed in writing by both parties. The Company shall not be held liable or held responsible for any damage or defect resulting from work not fully guaranteed or where recommended work has not been carried out. The Customer shall be solely liable for any hazardous situation in respect of Gas Safe or Gas Warning Notice issued.

## **Company's Obligations**

Whilst the company will endeavour to start the Work on the date agreed, the Company may delay starting the Work due to circumstances beyond their control, including a Force Majeure Event. If a Force Majeure Event occurs, the Company will start work as soon as reasonably possible following this date or as otherwise agreed with the Customer. Failure to meet any agreed start date due to circumstances beyond the control of the Company will not be a valid reason to cancel this Contract. Time of delivery of services is not of the essence and there will be no compensation due from the Company to the Customer for unforeseen delays.

## **Guarantee**

The Company provides a guarantee for labour only in respect of faulty workmanship for 12 months from the date of completion with the manufacturer's warranty in force. The Company will deem the guarantee null and void should the work/appliance supplied by the company be:

(a) subject to misuse or negligence

(b) repaired, modified or tampered with by anyone other than a Company operative. The Company will not guarantee any work in respect of blockages in waste and drainage systems.

## **Payment and Price**

The Price shall be detailed within the Quote Specification. Payment for the works shall be as agreed within the quote. The Customer shall pay to the Company the amount invoiced in this respect forthwith upon receipt of the Company's invoice. The Company reserve the right to change the Contract price prior to commencement of Works should material costs be higher than originally calculated. Any changes would be made in writing to the Customer.

Interest will be charged by the Company at 4% above Bank of England base rate applying at the time – (which may vary from time to time) on any payments due from the Customer under the Contract which are more than seven days late. Such interest shall accrue on a daily basis from the due date of actual payment. Should the Company be instructed to provide an Insurance Report, the Works will be charged at £55.00 per hour. The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law. Where the Customer is a limited company or Limited Liability Partnership (LLP), the Company acts under the Contract on the basis that all directors of the limited company or LLP are liable jointly and severally for the cost of all Works. This applies irrespective of when a director may be appointed to the Customer, Company or LLP. Joint and several liability of the directors of the Customer company or LLP will apply whilst a fee is outstanding to the Company for any Works carried out on behalf of the limited company or LLP, and whilst these Conditions apply. All goods supplied by the Company to the Customer remain the title of the Company until the balance has been paid in full. The Company shall have absolute authority to repossess, sell or otherwise deal with or dispose of all or part of such goods in which title remains vested in the Company.

## **Finance**

The Company are a credit broker on behalf of Novuna Personal Finance on an exclusive basis. The Company offers the following services under the broker agreement;

(1) Plumbing & Heating Installation

(2) Bathroom Design & Installation

Precise Installs (Strathclyde) Ltd FRN: 919579 are authorised and regulated by the Financial Conduct Authority. Credit is subject to status and affordability, and is provided by Novuna Personal Finance.

## **Cancellation**

If the Company's Directors/Manager recommends for the Work to be cancelled, the Customer shall not without good cause withhold their agreement to such cancellation. The Customer will be advised in writing as to why the Company has reached this decision and where appropriate shall receive a full refund of any part of the Contract price paid. If the Customer wishes to cancel the Contract other than in accordance with these Conditions, the Company reserves the right to charge an amount equal to the reasonable losses and vouched expenses incurred by the Company prior to cancellation.

## **Customer's Insolvency or Incapacity**

If the Customer becomes subject to any of the events listed below, or the Company reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Company, the Company may (at its sole discretion) cancel or suspend all further Work under the Contract or under any other contract between the Customer and the Company without incurring any liability to the Customer, and all outstanding sums in respect of Works carried out by the Company shall become immediately due. All equipment supplied within the specification remains the property of the Company until the balance is paid in full from the Customer to the Company.

The relevant events are:

- (a) the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- (b) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Customer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- (c) (being a customer) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the customer;
- (d) (being an individual) the Customer is the subject of a bankruptcy petition or order.
- (e) a creditor of the Customer attaches or takes possession, or a distress, execution, sequestration or other such process is levied or enforced on or sued against the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (f) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;
- (g) (being a customer) a floating charge holder over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;
- (i) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in the clauses (a) to (h), (inclusive) above;
- (j) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;
- (k) the Customer's financial position deteriorates to such an extent that in the Company's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
- (l) (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

Termination of the Contract, however arising, shall not affect any of the Parties' rights and

remedies that have accrued as at the date of termination. Clauses with expressly or by implication survive termination of the Contract shall continue in full force and effect.

### **Limitation of liability**

The Company does not exclude or limit liability for death or personal injury occurring due to its negligence, for fraud or fraudulent misrepresentation, or for any matter liability for which cannot be excluded or limited by law. The Company will not be liable for any loss or damage due to causes beyond the control of the Company, or for any damage to property other than where due to the negligence of the Company. Nothing in these conditions will reduce the statutory rights of the Customer relating to faulty or miss- described goods and services. For further information about the Customer's statutory rights the Customer should contact the local authority trading standards department or citizens advice bureau.

The company will not be bound where there are genuine mistakes made in the Contract. In the event that a genuine mistake is made in the Contract (for example regarding pricing), the Company will not be bound to provide the Work until the mistake is corrected and the Customer may wish to cancel the Contract at this stage by notifying the Company, and will be entitled to a full refund of any pre-payment.

The Company shall under no circumstances be liable to the Customer for any indirect or consequential loss arising under or in connection with the Contract. The Company will not accept liability or accept suitability for materials supplied by the Customer and will not be held liable for any consequential damage or fault. Should the Company agree to carry out works on installations of inferior quality or over ten years old, no warranty is given in respect of such Works and the Company accepts no liability in respect of the effectiveness of such works or otherwise.

### **Health & Safety**

The Company takes the Health & Safety of all Customers and Operatives extremely seriously. The Company have arrangements in place to ensure compliance in all of its obligations to both Party's. The Customer is expected to take reasonable care and responsibility for their own Health & Safety whilst our Operatives are on site and follow any temporary access restrictions they suggest whilst completing the Works. Copies of our Public Liability Insurance along with our Health & Safety Policy are available on request from our Customer Services Department.

### **General**

The Contract is separate from any other contract agreed by the Customer with the Company. Other than as described in these Conditions, the Contract cannot be varied by the Company or the Customer except where a variation is agreed by both parties and any such agreement must be in writing.

The Customer and Company are entitled by notice to each other to transfer their rights and obligations under the Contract, other than obligations to make payments. Notification of any transfer to be provided to the Company should be sent either (1) by post to the Company address listed in the Contract or (2) by email to the email address listed in the Contract and in either case the Customer must address the notice to 'Customer Services'.

In the event that any provision of the Contract is deemed to be illegal, unenforceable, or invalid, it shall be deleted from the Contract and the remaining terms of the Contract shall remain in full

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force and effect. A failure by the Company to enforce its rights under the Contract shall not be deemed to be a waiver of these or of any other rights. A waiver of any right or remedy under the Contract shall only be effective if given in writing. The Customer acknowledges and agrees that the Company may pass the Customer's details to credit reference agencies. Otherwise the Company will only use the personal information the Customer provides to provide services to the Customer and the Company will not pass the Customer's personal information to third parties. The Company will take care when supplying goods or services to minimise damage to surrounding areas including walls, ceilings, floors and paintwork etc. Any repair or restoration required after the supply of goods or services, is not included with the Company's contract of works, unless otherwise stated therefore, must be carried out at the expense of the Customer. The Company reserves the right to take photographs during the completion of the specified works. They will be held on file and may be used within company promotional material. Should the Customer wish for any photographs not to be used in company promotional material, the Company must be notified.