

# These Terms & Conditions ("T&C's") govern the basis on which all services and supplies shall be provided by A. Crawford T/A Ignite Plumbing Services, its operatives and/or engineers.

## 1) Parties

In these terms and conditions (which are referred to in this document as "these terms"), "Client" shall mean the person whose name and details appear in the Agreement to which these terms are a Schedule or who instructed the work to commence verbally where there is no written agreement in force and "Company" shall mean A. Crawford T/A Ignite Plumbing Services with whom the Client contracts upon the following terms and conditions in respect of the services to be provided.

## 2) General

**2.1** All quotes given by the Company and all orders and instructions whether verbal or written given by the Client are governed by these terms. They supersede any other terms appearing elsewhere and override and exclude any other terms stipulated or incorporated or referred to by the Client whether in the order or instructions or in any negotiations or in any course of dealing established between the Company and the Client except where these terms are a Schedule to the Agreement between the Client and the Company, in which event these terms apply only to the extent not inconsistent with that Agreement.

**2.2** The Client acknowledges that there are no representations outside these terms and those on the face of the Company's quote or work authorisation which have induced him to enter into any contract with the Company and these terms and those on the face of the Company's quote or work authorisation shall constitute the entire understanding for the performance of work.

**2.3** No modification to these terms shall be effective unless made by an express written agreement between the parties. The signing on behalf of the Company of any documentation of the Client shall not imply any modification of these terms.

**2.4** The Company reserves the right to refuse or decline work at its own discretion. Where the Company agrees to carry out works for the Client those works shall be undertaken by an operative the Company at his absolute discretion.

**2.5** All calls, voicemails and text messages to and from the Company may be recorded, logged and stored.

**2.6** Company operatives are not obliged to divulge their or any other mobile telephone numbers. These phones are for internal use only.

**2.7** Where the involvement of an emergency service is necessary (i.e., Scotland Gas Networks, Scottish Water etc.), it may not be possible for the engineer to remain on site for their arrival. In such cases it is the responsibility of the landlord/owner/tenant to allow access required by the service in question.

**2.8** The Company can not provide an emergency service. The Company cannot guarantee the time of response, including in relation to warranty issues. The Company will use reasonable endeavours to send an engineer as soon as possible.

## 3) Quotes

**3.1** Quotes by the Company are subject to withdrawal by the Company at any time before the receipt of an unqualified acceptance from the Client and shall be deemed to be withdrawn unless so accepted within 28 days from their date.

**3.2** Unless otherwise specified by the Company in the relevant quote, quotes are not firm or fixed price quotations. They are estimates of the likely cost of the works and are based on the information made available to the Company during a non-intrusive survey.

**3.3** The Company reserves the right to increase the price before carrying out the work by an amount equivalent to any increase to the Company in the cost of relevant materials since the date upon which the Company's quote, written or oral, was given, save that if this would increase the quoted price by more than 10%, the Client may cancel the contract provided he does so before the work is begun or any relevant materials are ordered.

**3.4** Alterations to the scheduled works requested AFTER they have commenced will be liable to additional costs not previously quoted for. It is to the engineer's discretion as to whether these requested alterations are treated as a separate schedule of works. It may be necessary to arrange a new start date for the requested changes to original schedule and quote provided.

**3.5** Where parking and congestion restrictions apply, the Client is responsible for providing parking permits/vouchers or fees unless otherwise expressly agreed with the Company. Where local meters / "Pay and Display" do not offer the required time period and/or where such arrangements are not made the Client will be liable to pay any parking fine or penalty, and any parking fine, penalty or other charge may be added to the invoice for any works carried out. No allowance has been made for parking fees, unless specified.

**3.6** The installation of unvented cylinders, boilers or similar appliances may require notification to the local building authority. It is the Client's responsibility to make this notification save that the Company may, where agreed and subject to a reasonable administration fee, provide notification on the Client's behalf.

**3.7** The price specified in quotes does not include for the removal of any dangerous waste materials such as asbestos found when carrying out the works. This will be subject to an extra charge. Unless specified on the quote.

## 4) Acceptance & Final Cost

**4.1** On acceptance of the quote or on instructions whether verbal or written given by the Client to carry out work, confirm that they have read these Terms and agree to be governed by the Terms set out within this document whether this document has been signed or not.

**4.2** On acceptance of the quote or on instructions by the Client to carry out work, a deposit of 40% is required before any time is reserved in the Company's schedule. This deposit is used to order materials required for the work, any cancellations after the deposit has been paid may result in re-stocking charges for any materials ordered into stock with which the Company gets charged from their supplier. This normally equates to 30% but the Client will be informed of at the time. Please also see section 9 on cancellations

**4.3** On acceptance of quote or instructions by the Client to the Company, Debit or Credit Card details are required regardless of final payment method. These details will be held securely and will only be used in the instance of non-payment. On given the Company these details, you accept and agree that the Company can charge your card the outstanding balance due on non-payment of any invoice. This will result in a card processing fee of 3% as stated in section 5.2 below.

**4.4** Where a written quote is given the Company's final price will be calculated on the basis specified in the quote, if any, or if none, in accordance with the Company's standard day / hourly rate plus the cost of materials. If unseen works have been encountered whilst work is being carried out then the Client will be advised and these costs will be added to the final invoice cost.

**4.5** Where a verbal or no price is given, unless agreed otherwise, the total charge to the Client shall consist of the cost of materials supplied by the Company and the amount of time spent by the operative in carrying out works (including all reasonable time spent in obtaining un-stocked materials) charged in accordance with the Company's current hourly rates, which are available on request.

**4.6** All gas installations will be tested for tightness prior to the commencement of any related works. The Company is unable to work with a gas installation if it does not comply with Gas Safety (Installation and Use) Regulations 1998. This includes working gas pressures. Gas pipe work must conform to BS6891 and be sufficiently sized to suit the installation. Unless otherwise stated, upgrading of gas supplies is classed as additional work and charged accordingly.

**4.7** The servicing or safety check of a boiler or any other appliance does not include repairs that may be required. Nor does it guarantee fault free operation for the following year. Additional cost will be advised and agreed before works is continued. These costs will be included in the final invoice.

## 5) Payment & Payment Methods

**5.1** Invoices will be submitted to the Client after the work has been completed and payment must be made on completion of the work, unless payment terms have been agreed in writing between both parties. Payment is usually required from the person who instructed the works and made the initial contact.

**5.2** The methods of payments the Company accept are Cash, Card\* or Bank Transfer\*\* (BACS or CHAPS Payment), in person or over the phone. \*Debit & Credit Cards will incur a processing fee of 3% of the balance due. \*\* Bank transfer must be made before employees of the Company leave the premises and payment is available in the Company's bank account. Cheques will be accepted in certain circumstances and require written acceptance from the Company. Paying by Cheque may result in additional charges due to the bank processing fees.

**5.3** The Company reserves the right to charge an administration fee of £40 for the late payment of any invoice. Late payment means more than 7 days after the date of the invoice. Furthermore, any part of an invoice which remains unpaid shall carry interest at the rate of 8% over the base rate per day until payment is made.

**5.4** If late payment reminder letters are to be sent out the Company reserves the right to charge an administration fee of £25 per letter to cover the administration cost involved.

**5.5** Unpaid Invoices may result in further action being taken to recover these debts, which will result in further cost being incurred.

**5.6** Payments not received within thirty days from date of invoice, will automatically pass to our debt-collecting agency or the Sheriff Court whom are authorised to pursue collection of the debt in accordance with Regulations in force at the time. This may result in a County Court Judgement (CCJ) being issued against the Client. There will be written notice prior to such action.

**5.7** When required the Company may use either an Alternative Dispute Resolution (ADR) Service or a Dispute Resolution Ombudsman for dispute resolution following any complaints or non payment.

**5.8** Title to any goods, supplied by the Company to the Client shall not pass to the Client but shall be retained by the Company until payment in full for such goods has been made by the Client to the Company. Until such time as title in the such goods has passed to the Client:

(i) The Company shall have absolute authority to repossess, sell or otherwise deal with or dispose of all any or part of such goods in which title remains vested in the Company;

(ii) For the purpose specified in (i) above, the Company or any of its agents or authorised representatives shall be entitled at any time (with authorisation by the Client or their representatives) and without notice to enter any premises in which goods or any part thereof is installed, stored or kept, or is reasonably believed so to be; and

(iii) the Company shall be entitled to seek a court injunction to prevent the Client from selling, transferring or otherwise disposing of such goods. Notwithstanding the foregoing, risk in such goods shall pass on delivery of the same to the Client, and until such time as title in such goods has passed to the Client, the Client shall insure such goods to their replacement value and the Client shall forthwith, upon request, provide the Company with a certificate or other evidence of such Insurance.

**5.9** Tenants instructing work on behalf of their Landlord are required to pay the balance in full on completion of the work and are then classed in these terms as the Client. As they have instructed the work then they are also subject to the terms set out above regarding late payment and agree to these terms on behalf of their Landlord.

## 6) Work Guarantee

**6.1** If, after the Company shall have carried out works, the Client is not wholly satisfied with the works, then the Client shall give written notice within 1 month to the Company and shall afford the Company, and its insurers, the opportunity of both inspecting such works and carrying out any necessary remedial works if appropriate. The Client accepts that if he fails to notify the Company as aforesaid then the Company shall not be liable in respect of any defects in the works carried out. This does not affect the Client's right to seek remedy under the Consumer Rights Act 2015.

**6.2** The guarantee shall be for labour only in respect of faulty workmanship for 12 months from the date of completion with the manufacturer's warranty in force for materials supplied.

The guarantee will become null and void if the work carried out is:

(a). Subject to misuse or negligence

(b). Repaired, modified or tampered with by anyone other than a Company employee

**6.3** The Company will accept no liability for, or guarantee, suitability, materials supplied by the Client and will accept no liability for any consequential damage or fault.

Any items or materials supplied by the Client or others for our fixing will be unpacked and inspected in the presence of the Client. Any faults found will be pointed out to the Client whose responsibility it will be to obtain replacement items. Any delays caused by faulty or damaged items may be chargeable, may result in us withdrawing from site and may affect the completion date of the works.

**6.4** In the unlikely event that a claim is made on the company insurance, a valid invoice must back up such claim. Works carried out by the engineers without such a document may not be covered by our policy. Works carried out on the installation by third parties during a warranty period must be done so with our permission and we shall not be liable to any subsequent costs without prior approval.

**6.5** The Company shall not guarantee any work in respect of blockages in waste and drainage systems, etc.

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**6.6** The servicing of a boiler or any other appliance does not include repairs that may be required. Nor does it guarantee fault free operation for the following year. No Guarantee will be given on any servicing or safety checks

**6.7** The guarantee will be removed if any part of the invoice remains outstanding and will, under the discretion of the Company be re-instated once payment in full has been made, including any late payment fees or additional charges.

**6.8** The Company will not guarantee any work undertaken on instruction from the Client and against the written or verbal advice of the Company operative. Work is guaranteed only in respect of work directly undertaken by the Company where payment in full has been made. Any non-related faults arising from recommended work which has not been undertaken by the Company will not be guaranteed.

**6.9** Where the Company agrees to carry out works on installations of an inferior quality or over 5 years old at that date, no guarantee is given in respect of such works and the Company accepts no liability in respect of the effectiveness of such works or otherwise.

**6.10** When the Company carries out work to upgrade a system from low pressure to high pressure, the Client accepts that there is a chance that the Client's original pipe work and/or fittings may suffer leaks as a result of the change in pressure. The Company will repair any such leaks and/or install new float valves at an extra charge to be agreed if and when necessary. The Company cannot be held responsible for any damage incurred by this pressure change or leaks that have arisen from the pressure change.

**6.11** When a new central heating boiler installation is carried out, the boiler manufacturers require the system to be cleaned in order to fit the boiler to a clean system. The Client accepts and agrees that there is a chance that the Client's original pipework and/or fittings may suffer leaks as a result of the cleansing process. The Company will repair any such leaks at an extra charge to the Client if and when they occur. The Company cannot be held responsible for any damage incurred by this cleansing process or leaks that have arisen from the cleansing process.

**6.12** Warranties shall be deemed void if access to an installation is removed, covered or otherwise made difficult. This includes items such as cupboards and panels as well as appointment times and dates.

## **6.13 Guarantee Exclusions:**

- Systems or structures which were not initially installed or fitted by a suitably qualified workman or fitted in an unprofessional manner

- Any recall arising from circumstances or factors known to the Client but not notified or disclosed to the Company prior to works being undertaken.

## **7) Force Majeure**

**7.1** The Company will use all reasonable endeavours to carry out the works on the agreed dates but shall not be under any liability to the Client if it should be either impossible or impracticable to carry out the work on the agreed date or dates, or at all by reason of strike, lock out industrial dispute, act of god or any other event or occurrence beyond the Company's control.

**7.2** All dates or times given for the start of or duration of the works are given in good faith based on the information gained during the survey and our current workload commitments. These times may be varied, however, due to unforeseen circumstances i.e. emergency call-outs, breakdowns, etc. or to circumstances beyond our control. No liability will be accepted if it is not possible to meet clients time-scales.

## **8) Clients Liability & Responsibility**

**8.1** The Client shall be liable for

- Any loss, damage or injury whether direct or indirect or consequential, resulting from failure or delay in the performance of the Client's obligations under these terms.

- Providing all necessary power, toilet facilities and a clean water supply for the Company's use in the execution & duration of the contracted work.

- The safety of tools, plant and machinery belonging to or hired in by the Company and to indemnify the Company against its loss, theft or damage whilst work is being carried out and stored at the Client's premises.

**8.2** It has been assumed that unrestricted access to all relevant parts of the property will be afforded to us during the course of the works. Any delays caused by restricted access not notified at the time of survey may be subject to an extra charge and/or delay in completion.

**8.3** It is the responsibility of the Client to ensure that all children and pets are kept away from the areas in which we are working.

**8.4** If the proposed works are being carried out in a leasehold / rented property it is the sole responsibility of the Client to ensure that all necessary permissions have been obtained in writing from the landlords / managing agents. We accept no responsibility whatever for any works carried out without the necessary permissions. We can furnish details of the proposed works if so required at possible additional cost.

## **9) Cancellation & Re-Scheduling**

**9.1** Subject to paragraph 3.2 above, the Client may not cancel the contract without the Company's consent which, if given, shall be deemed to be on the express condition that the Client shall indemnify the Company against all loss, damage, claims or actions arising out of such cancellation unless otherwise agreed in writing.

**9.2** If you require to change the scheduled date(s), then a minimum of 7 Days notice is required. If 7 days notice is not given then the Client shall indemnify the Company against all loss, damage, claims or actions arising out of such re-scheduling unless otherwise agreed in writing.

## **10) Removal of waste materials**

**10.1** Unless agreed in writing between the parties, the Client will be responsible for the removal from site all waste materials resulting from the work undertaken by the Company.

**10.2** If the Client would like the Company to remove waste materials, then the Client will have to provide an area suitable for a typical Builders (8 Yard) Skip, preferably off road and easily accessible whilst work is being carried out. If no off-

road area is suitable, then there may be an additional charge for permits required to place a skip on council property.

**10.3** If a skip is brought on site, then the Company cannot be held liable for any damage due to the weight of the skip sitting on the agreed area. This also covers the skip lorry placing and collecting the skip.

**10.4** The skip cannot be used until the contracted works are finished, unless agreed beforehand. If the Client adds waste to the skip before the Company are finished and this results in the skip being full, then additional charges may be incurred for an additional skip hire.

**10.5** If the Client would prefer to get a special collection from the council, then the Company will try to place the waste near to the collection point as possible without causing a nuisance to passing pedestrians / motorists. This may need to be moved the night before the collection to suit the councils guidelines, however the client will need to arrange for this to be carried out as the company cannot offer this service, unless agreed beforehand and in writing.

**10.6** The Company will try to package the waste to council guidelines for special collections, however it is down to the Client to make sure that these guidelines are followed and the Company cannot be held responsible for non collection of waste.

**10.7** The Company has not included for removal of any dangerous waste materials such as asbestos found when carrying out the works, unless specified in writing on the quote. This will be subject to an extra charge and/or a specialist company getting involved in the removal of the dangerous materials. These charges will be notified at the time.

## **11) Decoration**

**11.1** Any redecorating required as a result of works undertaken by the Company is the responsibility of the Client unless explicitly stated in writing. Where making good is required, the Company agrees to do so in order to maintain the integrity of the building fabric.

**11.2** If, during the execution of the proposed works it is necessary to gain access into floors below fitted carpets, these will be lifted by us and laid back on completion. No re-stretching or fixing has been allowed for unless specified. For floors covered with thermoplastic tiles, vinyl sheet covering, cork tiles or laminate flooring, no allowance has been made for reinstatement unless specified.

**11.3** During the execution of the proposed works, it may be necessary to isolate various water, gas & electrical services. This will be advised in good time and the period of isolation will be as short as possible

**11.4** Whilst all holes formed during the execution of the proposed works will be made good on completion, no allowance has been made for re-instatement of decorations. We do not guarantee to match existing brickwork where boiler flue terminals have been removed.

**11.5** No allowance has been made for casing in of pipework or painting / decorating of the new works.

**11.6** No allowance has been made for repairing decorations to areas that are out with our scheduled working area, including access routes to the scheduled working area.

**11.7** No allowance has been made for the removal or set aside of furniture which is required to allow the Company access.

## **12) Frozen Pipes**

The Company will not be liable for any fracture found in frozen pipes attended by the Company. The Company cannot guarantee to clear blockages occurring in a frozen pipe or drain.

## **13) Waiver, Variation, etc.**

No waiver by the Company of any breach shall operate as a waiver of any preceding or subsequent breach. No variation shall be effective against the Company unless sanctioned in writing by the Company. No forbearance or delay on the Company's part shall prejudice the Company's rights and remedies under this Agreement.

## **14) Other**

**14.1** In these terms words importing the masculine gender also included the neuter and feminine gender and words importing the singular number include also the plural number where the context so requires.

**14.2** EC/UK employment laws, Health and Safety at Work Act and concomitant legislation supersede any offer or statement made with respect to any quote or invoice.

**14.3** To the extent that any provision of these Terms is void, voidable or unenforceable, that fact shall not affect the operation of any other clause, sub-clause or part thereof.

**14.4** These Terms & Conditions and all contracts awarded between the Company and Client shall be governed and construed in accordance with the laws of Scotland and shall be subject to the exclusive jurisdiction of the courts of Scotland.

**14.5** These Terms & Conditions do not affect your statutory or consumer rights.

# These Terms & Conditions are available in larger print if required.

Acceptance (See also section 4)

Sign \_\_\_\_\_

Print: \_\_\_\_\_

Reference Number: \_\_\_\_\_