



## NICK TAYLOR PLUMBING LTD

Terms and Conditions - Our professionalism helps me to Help you.

### 1. Interpretation

in these terms.

- I. "Company" means [Nick Taylor Plumbing Ltd or abbreviated as NTP.]
- II. "Customer" means purchaser of goods from company.
- III. "Goods" means all goods sold and/or delivered by NTP. to the customer.
- IV. "Terms" means these and conditions of sale.
- V. "Installation" Means carrying out work, the use of hand tools to install items / objects.

### 2. Application

- I. These terms apply to all contracts for the sale of Goods and / or Installation by the company.
- II. No amendment, alteration, waiver or cancellation of any of these terms is binding on the company unless confirmed by the company in writing.
- III. The customer acknowledges that no employee or agent of the company has any right to make any representation, warranty or promise in relation to the goods, the sale or installation of the goods other than as contained in these terms.

### 3. Photography

- I. NTP reserves the right to photograph the installation to use for the benefit of the company and advertisement.
- II. NTP or its staff do not give permission to be photographed, or recorded on CCTV.

### 4. Delivery

- I. The customer must, within 5 days of the agreed delivery date, collect or accept delivery of the goods.
- II. In addition to clause 4.3 the company reserves the right to charge the customer storage on goods not collected or delivered within 5 days of notification of their availability at the rate of £95.00 per week or part thereof.
- III. Any failure on the part of the company to deliver instalments within any specified time does not entitle the customer to repudiate the contract with regard to the balance remaining undelivered.

### 5. Risk and Insurance

- I. The goods are entirely at the risk of the customer from the moment of delivery to the completion of installation, even though title in the goods has not passed to the customer at that time.
- II. The customer must, at their own expense, maintain the goods and insure them for the benefit of the company against theft, breakdown, fire, water and other risks as from the moment of delivery to the customer and until title in the goods has passed to the customer.
- III. If the customer requests the company hold onto the goods due to delayed works the customer accepts responsibility for the goods and understands any damaged items may be chargeable if reported 14 days after their arrival into the company's warehouse.
- IV. NTP takes the health and safety of customer and staff seriously and takes measure to ensure this to comply with all legal obligations, however we do expect customers take reasonable care responsibility for their own health and safety and to follow health and safety instructions given by NTP staff during the installation.

### 6. Inspection

- I. Unless the customer has inspected the goods and given written notice to the company within 2 days after collection or delivery that the goods do not comply with the relevant specifications or descriptions, the goods are deemed to have been accepted in good order and condition.

### 7. Cancellations

- I. No furniture order may be cancelled, modified or deferred without the prior written consent of the company (which is at the company's sole discretion). If such consent is given it is at the company's election, subject to the company being reimbursed all losses, including loss of profits, and paid a cancellation fee (being not less than 25% of the invoice price of the goods).
- II. The company will charge a minimum £250 fee if it has issued any plans or drawings.
- III. A minimum 25% charge will be made for any catalogue item which has been delivered into the company's warehouse ready for collection.

### 8. Prices

- I. Prices are determined at the time of the order and, prior to payment of the deposit, are subject to change without notice.

### 9. Payment

- I. Payments are to be made to the company without any deduction or discount other than as stated in these terms or in the relevant invoice or statement.
- II. A non-refundable deposit of £500 must be paid per bathroom, kitchen or project, when booking the installation to confirm installation start dates, delivery of goods and is acceptance of these terms and conditions.
- III. Full payment off all goods must be paid within a maximum of 48 hours after delivery, failure to do so will result in 8% daily interest being added to the overdue amount.
- IV. Payment for installation, Part payment during the installation, and / or final / full payment, must be paid within 7 days of the invoice date, failure to do so will result in 8% daily interest being added to any overdue amount.
- V. Additional work added on, which is not specified in the original estimate or quote will be an additional charge and added to the invoice.

### 10. Title

- I. Legal and beneficial ownership of the goods will not pass to the customer until such time as the goods have been paid in full in cash or cleared funds.

### 11. Installation

- I. Our Workmanship comes with a 12 month guarantee, this guarantee applies only when all invoices are paid in full, otherwise the guarantee will be deemed null and void.
- II. All work carried out by the company carries a full 12 months guarantee except for servicing, maintenance or repair work which is guaranteed for 28 days.
- III. The company cannot guarantee any services, parts and equipment supplied to the customer if:
  - They suffer misuse, treated negligently or if the company's work is repaired, modified, or tampered with by someone else.
  - The material used is supplied by the customer, secondhand or reused.
- IV. The company indicates that further works need to be carried out.
- III. Materials used are guaranteed as per manufacturers warranty, no guarantee is given on materials not supplied by the company, unless agreed beforehand in writing.
- IV. Returns by the company to correct problems due to materials supplied by the customer will be charged at the standard rate.
- V. Hazardous materials such as asbestos will be disposed of by a professional registered external company, this will be chargeable if discovered during an installation and not identified during the initial estimate / quotation.
- VI. The company requires that the site to be cleared by the customer of personal belongings before the commencement of work, if this is not done causing a delay, this will be chargeable. Should NTP staff be asked by the customer to move furniture / possessions, it is at customers own risk.
- VII. The company are not liable for any damages that occur elsewhere in the customers home, to repair any damages will be chargeable.
- VIII. The company are not liable for any damages which occur by an external contractor/s, to repair any damages will be chargeable.

### 12. Warranty

- I. All goods supplied are covered by such warranties as are specified by the manufacturer and supplied subject to the product standards detailed by the manufacturer. The customer is responsible for registration of products for warrantee purposes.
- II. On discovery of any defect in the goods, the customer must immediately notify the company in writing of such defect. The customer must not carry out any remedial work to alleged defective goods without first obtaining the written consent of the company to do so.
- III. The company will not be liable for consequential damage due to manufacturer related issues.

### 13. Contract

- I. The terms of the contract are wholly contained in these terms and any other writing signed by both parties. The contract is deemed to have been made where an order was placed, estimate or quotation accepted / booked or booking deposit paid and any cause of action is deemed to have arisen there.

### 14. Right to Enter Premises

In any of the circumstances referred to, the customer:

- I. Authorises the company by itself, its agents or representatives at all reasonable times, without notice, to enter onto (with force if reasonably necessary) and to remain in and on any premises where the goods are located in order to collect the goods, without being guilty of any manner of trespasses; and II. Assigns to the company all the customer's right to enter onto and remain in and on such premises until all the goods have been collected.

### 15. Severability

- I. If any provision contained in these terms is held by a court to be unlawful, invalid or unenforceable, the validity and enforceability of the remaining provisions are not affected.

### 16. Governing Law

- I. These terms and the contract shall be governed by English Law and the parties submit to the courts of English Law in respect of any dispute arising.

### 17. Complaints procedure

- I. In the unlikely event that you should have a complaint, this should be made by telephone or email as soon as any problems are identified so that they can be addressed and resolved immediately. In the unlikely event that a complaint cannot be resolved in the first instance, please address the complaint in writing to the company's business address, where we will aim to respond formally within 7 days of receipt.

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