Terms and Conditions

**TERMS AND CONDITIONS FOR THE SALE AND SUPPLY OF GOODS AND SERVICES**

**Servicing of boilers and supply and installation of tanks**

The following Terms and Conditions (the “Conditions”) set out how we will work together. As these are legal conditions it is important that you read and understand the Conditions. If you are uncertain as to your rights under them or you need an explanation please contact us by telephoning 07984052026/01904541313, Writing to JRM Oil Heating Services, 11 Cayley Close, York, YO30 5PT. Or emailing jrmoilheatingservices@outlook.com You should only enter into the agreement with us if you wish to be bound by the Conditions set out below.

1. **Definitions and Interpretation**
	1. In these Conditions the following words have the following meanings:

**Contract:** Means the contract between You and Us for the sale or supply of goods and/or Services outlined in the accepted Quotation of works together with these conditions.

**Goods:** Means any goods agreed in the Quotation to be supplied to You by Us, such as, but not limited to, domestic or commercial oil storage tanks, dispensing stations and replacement parts;

**Quotations:** Means the detail which forms part of the contract

**Services:** Means any services agreed in the Quotation to be supplied to You by Us, as set out in any written correspondence between us such as in our Quotation, or in the absence of any written document as agreed between us such as, but not limited to, the installation, dismantling and disposal of domestic and commercial oil storage tanks, and the servicing of boilers and oil fired heaters;

**We, Us, Our:** Means JRM Oil Heating Services 11 Cayley Close, York, YO305PT;

**Website:** [www.jrmoilheatingservices.co.uk](http://www.jrmoilheatingservices.co.uk)

**Working Days:** Means any day other than a Saturday, Sunday, or a Public Holiday in the United Kingdom

**You, Your, Yourself:** Means the Individual Consumer or Business who purchase the Services and/or Goods from us. You will be a Consumer for the purposes of these conditions.

**2.Application of Terms**

**2.1** Each Contract shall be on these Conditions unless an authorised representative agrees any variation to these Conditions in writing. By entering into a Contract with Us You agree that no other terms and conditions will apply to the Contract.

**2.2** Please do not rely on promises or claims that are not confirmed in writing or which are made by anyone other than an authorised agent. If you are a Business no such promises or claims will form part of the Contract. Nothing in this condition shall exclude or limit Our liability for fraudulent misinterpretation (false statements which We make knowingly or recklessly)

**2.2** If You wish to enter into the Contract with Us over the telephone you should call 07984052026. Alternatively Email jrmoilheatingservices@outlook.com or writing to JRM Oil Heating Services, 11 Cayley Close, York, YO30 5PT.

**2.3** Subject to Condition 9.2 any Quotation is valid for 28 days from its date.

**2.4** You must ensure that any order You place and any applicable specification(s) are complete and accurate and that You indicate accurately the place You would like us to perform the Services and/or Deliver the Goods at the time You order the Services and/or Goods.

**3. Description**

**3.1** The quantity and description of the Services and/or Goods ordered will be set out in any written correspondence between You and Us such as Quotation or, in the absence of any written correspondence, verbally agreed between Us.

**4. Cancellation**

**4.1** If you are a consumer You order Services from Us, You can cancel the Services at any time up to the end of the 7th working day after the day we provide You with a written document confirming details of Services ordered. However, your right to cancel will end early if, at Your request or otherwise with Your consent, We are able to provide the Services to You within this cancellation period. If You require Us to carry out the Services within the cancellation period, You agree that the cancellation period will end as We start to provide the Services.

**4.2** If Services/Goods have been agreed between Us and Yourselves and Cancelled within 24 hours of the contracted commencement of work. Charges may be applied to recover any losses.

**4.3** Should You wish to cancel the contract between us in respect of the works, you have (in accordance with the provisions of the Consumer Contract Regulations 2013) fourteen (14) days in which to do so following your acceptance of our quotation. You are obligated to pay for any services provided to You during this 14 day cancellation period, if any.

**5. Provision of Services**

**5.1** If You are a Consumer, the services will be provided no later than 30 days after the day the Contract was formed unless We agree otherwise with You.

**5.2** Any people We supply to carry out the Services shall be competent, and at all times be Our authorised representatives and will not be Your employees at any time.

**5.3** We shall perform the Services during Our regular working hours, unless otherwise agreed with You. If We perform the Services outside Our regular working hours at your request or in an emergency, We shall be entitled to make an extra charge for the Services but if you are a consumer We will inform You of this before carrying out such Services.

**5.4** You must provide Us with reasonable assistance at Your premises and as We request from time to time, safe and adequate access to Your premises and adequate power, lighting, heating and other facilities or supplies for Us in accordance with applicable legislation and as We reasonably require and in particular with statutes and regulations relating to health and safety and the environment.

**5.5** We reserve the right to refuse to provide Services where access is too difficult in Our opinion, if the position of the boiler, heater or oil storage tank makes it difficult or impossible to perform the Services, or if you have not complied to condition 5.4.

**5.6** You must obtain all necessary permissions and consents for Services to be carried out.

**5.7** We shall perform the Services at the address You specify when you place Your order, unless We agree otherwise with You in writing.

**5.8** The Services will be regarded as completed and the price for the Services will be due and payable in accordance with Condition 9.

**5.8.1** When We issue a written notice or worksheet to You confirming that the Services have been completed or at the latest when We send an invoice to You; Or

**5.8.2** if We are available to perform Services but are prevented from doing so by reason of:

**(a)** the lack of reasonable co-operation from You or Your failure to comply to Condition 5.4; and/0r

**(b)** the condition of Your property and/or the facilities or services available at Your property or inadequate access to Your property at the time agreed for the provision of the Services.

**5.9** We will comply with and ensure that any people We employ or instruct to carry out the Services comply with all relevant legislation when performing the Services.

**6.0** If You and We agree that You will be responsible for providing the measurements for some or all of the materials and/or products needed for the works, You alone will bear cost of replacing the said materials and/or products in the event the measurements are incorrect.

**6.0.1** If You and We agree that You will be responsible for providing some or all of the materials and/or products needed for the works, You alone will bear the cost of replacement in the event the said materials and/or products turn out to be faulty and/or unsuitable.

**7.0** You will inform Us , prior to the works commencing, of any hazards or potential hazards known or suspected in or around the premises where the works are due to be carried out.

**7.0.1** You will ensure the safe and secure storage of any materials and/or equipment left (with Your permission) at the premises during the works, and will be accountable to us for any loss of or damage to such materials and/or equipment.

**8.0** You will (unless included as part of the quotation) be responsible for any necessary improvements to and/or redecorating of the premises following the completion of the works.

**6. Time Limits**

**6.1** If you are a Business, any dates or time periods specified by Us for delivery or collection of the Goods or performance of any Services are intended to be an estimate only. If no dates are specified, delivery of Goods or performance of the Services shall be within a reasonable time. Time is not and shall not be of the essence in relation to this condition.

**6.2** If You are a Business, subject to the provisions of these Conditions We shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss) costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of Goods or performance of the Services (Even if caused by Our negligence), nor shall any delay entitle You to terminate or rescind the Contract unless the delay exceeds 180 days.

**7. Risk**

 **7.1** If you are a Business, your right to possession of Goods shall terminate immediately if:

 **7.1.1** any sum due to Us from You under any account or Contract is not paid when due:

**7.1.2** You have a bankruptcy order made against You or make an arrangement or composition with Your creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or(being a body corporate) convene a meeting of creditors (whether formal or informal) or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver and/or manager, administrator or administrative receiver appointed of Your undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of You or notice of intention to appoint an administrator is given by You or Your directors or by qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to court for the winding-up of You or for the granting of an administration order in respect of You, or any proceedings are commenced relating to the insolvency or possible insolvency of You; or

**7.1.3** You suffer or allow any execution, whether legal or equitable, to be levied on Your property or obtained against You, or fail to observe or perform any of Your obligations under the Contract or any other Contract between Us and You, or are unable to pay Your debts within the meaning of section 123 of the Insolvency Act 1986 or You cease to trade; or

**7.1.4** You encumber or in any way charge any of the Goods

**7.2** We shall be entitled to recover payment for Goods notwithstanding that ownership of any of the Goods has not passed from Us.

**7.3** If you are a Business, You grant Us, an irrevocable licence during reasonable hours without prior notice to enter any premises (with or without vehicles) where the Goods are or may be stored in order to inspect them, or, where Your right to possession has terminated, to repossess and recover and dispose of the Goods so as to discharge any sums owed to Us by You under this or any other contract.

**7.4** If You are a Consumer, as soon as We have delivered the Goods to You at the address You asked Us to deliver to or if we are providing installation services, as soon as we have installed the Goods, the Goods will be at Your risk and You will be responsible for their safe keeping. You should make sure that You have adequate insurance against any damages or loss which may occur.

**7.5** If You are a consumer, We shall retain ownership of the Goods until You have finished paying for them in full (cheque, cleared funds).

**7.6** If You are a consumer, until ownership of the Goods has passed to You, You shall:

**7.6.1** hold the Goods on Our behalf; and

**7.6.2** keep the Goods in satisfactory condition.

**7.7** If You are a consumer and You fail to pay for the Goods at the time You are due to pay for them We may require on reasonable notice that You return the Goods to Us or allow Us to collect the Goods from You (and enter premises if necessary for this purpose).

**8. Price**

**8.1** Unless We agree otherwise with You in writing, the price for the Goods and/or Services shall be the price set out in either Our Written Quotation, or other written correspondence with You except in the case of an Emergency, or the supply of parts following the servicing of a boiler or oil fired heater in which case the price will be agreed between Us and You, subject to Condition 2.4 and condition 8.2.

**8.2** If You are a Business, We may vary the price at any time before delivery of the Goods or performance of any Services.

**8.3** We reserve the right to charge You for any reasonable costs incurred as a result of delayed delivery where such delay was caused by You and for aborted delivery or travel costs where We are unable to deliver the Goods or perform the Services for any reason set out in condition 5.5

**8.4** Whilst We try to ensure Our pricing information is accurate, problems occur while providing Services. If it is found that the quotation will be more than originally quoted. Including without limitation, if you change the scope or if unforeseen circumstances or unexpected issues arise. We will verbally discuss with You that the finalised invoice after Service completion will have extra charges incurred. Should You choose to decline, all works will cease and on receipt of Our invoice, You must pay in full for all works already completed in accordance with the original quotation.

**9. Payment**

**9.1** Unless We agree otherwise with You in writing, payment of the Goods and/or Services is due within 7 days from the date of invoice.

**9.2** No payment shall be deemed to have been received until We have received cleared funds.

**9.3** All payments payable to Us under the Contract shall become due immediately on its termination despite any other provision.

**9.4** If You are a Business, You shall make payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless You have a valid Court Order requiring an amount equal to such deduction to be paid to Us to You.

**9.5** If you are a Business and You fail to pay Us any sum due pursuant to the Contract on the due date for payment, We shall be entitled to:

**9.5.1** Charge You interest on such sum from the due date for payment of 8%, whether before or after any judgment. We reserve the right to claim interest under the Late Payment of Commercial Debts (interest) Act 1998;

**9.5.2** Charge You for the cost of judgement or payment to include all reasonable professional costs (including legal fees) and other costs of issuing proceedings or otherwise pursuing a debt recovery procedure: and

**9.5.3** Cancel the Contract or suspend any further performance of the Contract including suspending performance of Services until arrangements as to payment or credit have been established which are satisfactory to Us.

**9.6** We reserve the right to charge a reasonable fee in the event that an instrument of payment is not met by the clearing bank.

**9.7** If You are a Consumer and You fail to pay Us the sum due under the Contract on the due date for payment. You will be liable to pay interest to Us at 5% 30 Days Overdue. After 60 days of non-payment 8% will be added to the outstanding balance, to cover interest and Administration Costs.

**10. Quality of Goods**

**10.1** Where We are not the manufacturer of Goods, We will, if possible, transfer to You the benefit of any warranty or guarantee given to Us by the manufacturer but if You are a Business We do not give any warranty or guarantee as to the quality, fitness for purpose or otherwise, of the manufacturers Goods.

**10.2** if You are a business, You shall be responsible for ensuring that the Goods are fit for purpose for which You wish to use them and We give no warranty (and none shall be implied) that the Goods are fit for any particular purpose.

**10.3** We warrant that the Services will be performed with reasonable care and skill and substantially in accordance with the Contract

**10.4** If You are a Business we will not be liable for a breach of any of the warranties in condition 10.3 unless;

**10.4.1** You give written notice of any defect in the Goods or failure to perform the Services to Us within 14 days of the time You discover or ought to have discovered the defect and in any event within 12 months of delivery of the Goods or 3 months of performance of Services to You; and

**10.4.2** We are given reasonable opportunity after receiving such notice of examining such Goods or the location at which the Services were performed and You (if asked to do so by Us) return such Goods to Our place of Business at Our cost for the examination to take place there.

**10.5** If You are a Business We shall not be liable for a breach of any of the warranties in condition 10.3 if:

**10.5.1** You make any further use of such Goods after giving such notice or attempt to remedy any defect; or

**10.5.2** the defect arises because You failed to follow Our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or good trade practice; or

**10.5.3** the defect arises from fair wear and tear, wilful damage, negligence, abnormal working conditions, misuse, or alteration or repair of the Goods without Our approval; or

**10.5.4** the Goods in question shall not have been serviced and maintained properly and in accordance with Our recommendations or have been fitted with any parts, components, and/or accessories other than those manufactured or recommended by Us or where any parts or components have been fitted by third parties; or

**10.5.5** if the total price for the Contract has not been paid by the due date for payment; or

**10.5.6** in respect of any type of defect, damage or wear specifically excluded by Us by notice in writing; or

**10.5.7** the failure to perform the Services in accordance with the Contract does not result from any act or omission of Us or Our Employees

**10.6** Subject to condition 10.1, condition 10.5 and condition 10.6 if You are a Business and You establish to Our reasonable satisfaction that any of the Goods and/or Services do not conform with any of the warranties in condition 10.2 or condition 10.4 We shall at Our option, at Our sole discretion and within a reasonable time

**10.7** if You are a consumer, please notify Us as soon as possible if You think We have broken any of the promises set out in conditions 10.2 or 10.4. We may need to access Your premises in order to inspect any Goods Which You claim are defective. You should not make any further use of any Goods after discovering a defect.

**10.8** if You are a consumer we will at Your option: replace or repair any defective Goods, You will need to allow us access to Your premises during reasonable working hours and on reasonable notice if this is necessary to allow Us to replace such Goods or inspect any Services You claim are defective or to re-perform any Services.

**10.9** All materials and/or products supplied and delivered to You by Us during the course of the works shall remain the property of JRM Oil Heating Services until such time as the works have been paid for in full by You, following receipt of the invoice.

**11. Limitation of Liability**

**11.1** if you are a Business, subject to condition 6 and condition 11, the following provisions set out Our entire financial liability (including any liability for the acts or omissions of Our employees and sub-contractors) to You in respect of:

**11.1.1** any breach of these Conditions or the Contract; and

**11.1.2** any use made or resale by You of any of the Goods; and

**11.1.3** any representation, statement or tortious act or omission including negligence arising under or I connection with the Contract.

**11.2** if You are a Business, all warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sales of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

**11.3** nothing in these Conditions excludes or limits Our liability:

**11.3.1** for death or personal injury caused by Our negligence; or

**11.3.2** under section 2(3) of the Consumer Protection Act 1987; or

**11.3.3** for any matter which it would be illegal for Us to exclude or attempt to exclude Our liability; or

**11.3.4** for fraud or fraudulent misrepresentation

**11.4** if You are a Business, subject to condition 11.2 and condition 11.3 Our total liability in contract, (including negligence or breach of statutory duty) misinterpretation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to 85% of the maximum limit of Our insurance or no payment is received by Us from such insurers, to £100,000 or, if the claim results from defective Goods and We recover any amount from the manufacturers of the Goods giving rise to claim, to the amount recovered from such manufacturer.

**11.5** If You are a Business subject to conditions 11.2 and condition 11.3 We shall not be liable to You for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

**11.6** if You are a Business the price of Goods and/or Services has been calculated on the basis that We will exclude or limit Our liability as set out in these Conditions and You by placing an order agree and warrant that You shall insure against or bear Yourself any loss for which We have excluded or limited Our liability in these Conditions and We shall have no further liability to You.

**11.7** if You are a Consumer, nothing in these Conditions excludes or limits Our liability for death or personal injury caused by Our negligence, for fraud or false statements which We make knowingly or recklessly, or for any matter for which it would be illegal for Us or attempt to exclude Our liability.

**11.8** if You are a consumer, subject to condition 11.7 Our total liability to You, arising in connection with the performance of the Contract shall be limited to 85% of the maximum limit of Our insurance, or, if the claim is not covered by Our insurance or no payment is received by Us from Our Insurers in respect of any claim, to £100,000.

**11.9** if You are a consumer, subject to condition 11.8, We shall not be liable to You under the Contract for:

**11.9.1** any loss or damage caused by Us, Our employees or sub-contractors in circumstances where there is no breach of a legal duty of care owed to You by Us or by any of Our employees or sub-contractors;

**11.9.2** any loss or damage caused by Us, Our employees or sub-contractors in circumstances where such loss or damage is not a reasonably foreseeable result of Our breach;

**11.9.3** any loss caused by Your own fault, or as a result of You breaching these conditions;

**11.9.4** any financial losses which happen as a side effect of the main loss or damage and which are not foreseeable by You and Us (such as loss of business profits or loss of opportunity)

**11.10** We will not be liable for any information, advice or recommendations We provide if We do not subsequently carry out any work We recommend or if such work is carried out by third parties.

**11.11** You should be aware that, whilst We perform the Services with reasonable skill and care, the removal of any pre-existing unit or old fixtures may cause some damage to surrounding areas. We cannot accept responsibility for the costs of repairing such damage unless the damage was caused by Us failing to take reasonable care.

**12. Events Beyond Our Reasonable Control**

We reserve the right to cancel the Contract (without liability to You) if We are prevented from or delayed in the carrying on of Our business due to events beyond Our reasonable control including for example, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riots, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes or delays affecting carriers or inability or delay in obtaining supplies of adequate suitable materials, provided that if the event in question continues for a continuous period in excess of 90 days, You shall be entitled to give notice in writing to Us to bring the Contract to an end.

**13. Breach of Contract/Termination**

**13.1** We shall have the right at any time and for any reason to immediately bring the whole or part of the Contract to an end or cancel or suspend any Goods or outstanding performance of Services by giving You written notice, without liability to You, if:

**13..1.1** You commit to a serious breach of any of these Conditions; or

**13.1.2** if You are a consumer, You have bankruptcy order made against You or Your belongings have been taken away from You to pay off Your debts, or a receiving order has been made against You; or

**13.1.3** if You are a Business, any distress, execution or other process is levied upon any of the assets of You; or

**13.1.4** if You are a business, You have a bankruptcy order made against You or make an arrangement or composition with Your creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convene a meeting of creditors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver or manager, administrator or administrative receiver appointed of Your undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of You or Your directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of You or for the granting of an administration order in respect of You, or any proceedings are commenced relating to the insolvency or possible insolvency of You; or

**13.1.5** if You are a business, You cease or threaten to cease to carry on Your business; or

**13.1.6** if You are a business, Your financial position deteriorates to such an extent that in Our opinion Your capability to adequately fulfil Your payment obligations under the Contract has been placed in jeopardy; or

**13.1.7** if You are a business, You refuse to permit or hinder performance of the Services

**13.2** The termination of the Contract, however arising, shall be without prejudice to the rights and duties of Us accrued prior to termination and all sums payable under the Contract shall become due immediately on its termination despite any other provision. The conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

**13.3** if this Contract ends it will not affect Our right to receive any money We are owed under these Conditions and all Our rights and duties which exist immediately before the Contract ends shall remain.

**14. Communication**

**14.1** all communications between You and Us about the Contract shall be in writing or sent by electronic mail:

**14.1.1** (in case of communications to Us) to Our registered business address or such changed address as We notify You or in case of electronic mail to the electronic mail address notified to You by Us from time to time; or

**14.1.2** (in case of communications to You) to Your registered office (if You are a business) or (in any other case) to any address You set out in any document which forms part of the Contract or such other address as shall be notified to Us by You or in the case of electronic mail to the electronic mail address notified to Us by You from time to time.

**14.2** If You are a business, communications shall be deemed to have been received:

**14.2.1** if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or

**14.2.2** if delivered by hand, on the day of delivery; or

**14.2.3** if sent by electronic mail on a working day prior to 4:00pm, at the time of transmission and otherwise on the next working day.

**15. General**

**15.1** If any provision of the Contract is found by any court, or other body to be unenforceable this will not affect the validity of the remaining provisions of the Contract. Failure or delay by Us in enforcing or partially enforcing any provision of the Contract shall not be regarded as a Waiver of any of Our rights under the Contract.

**15.2** the parties to the Contract do not intend that any term of the Contract shall be enforceable by any person that is not a party to it.

**15.3** these Conditions are governed by English law and We both agree to submit to the non-exclusive jurisdiction of the English courts.

**15.4** We reserve the right to sub-contract the fulfilment of the Contract or any part of it.

**16. Complaints**

**16.1** We hope and expect that You will have no cause to complain about any aspect of Our service. If, however there is anything at any point that does not meet Your expectations, please do not hesitate to let Us know and We will do Our utmost to make things right.

**a)** If we are still carrying out the works please come to Us and discuss any issues that arise

**b)** If the works have been completed and We are no longer on location then please contact Ourselves on the details below and We will respond as soon as possible.

**Telephone: 07984052026/01904541313**

**Email:** **jrmoilheatingservices@outlook.com**

**Thank you for your business we very much look forward to working with you!!**

**JRM OIL HEATING SERVICES**