



## **TERMS AND CONDITIONS OF SALE 1. Definitions**

1.1 Agreement - these terms and conditions and the front sheet agreed between the parties setting out the identity of the customer and supplier, the specification of the goods and services and the price.

1.2 Price - the price agreed between the parties for the goods and services.

1.3 Customer - the person, firm or company with whom the supplier contracts.

1.4 Goods - the goods set out in the specification.

1.5 Guarantee - period of 100 days from the date of installation of goods and/or completion of services (excludes breakages).

1.6 Services - the services set out in the specification.

1.7 Specification - the specification of the goods and the services to be provided under the agreement set out in writing and agreed by both parties.

1.8 Supplier - the supplier identified on the front sheet of the agreement.

1.9 Due to the nature of the work all above ground drainage work is guaranteed for a period of 10 days from the date of completion.

## **2. Basis of the Agreement**

2.1 The supplier agrees to supply the goods and to provide the services to the customer and the customer agrees to pay the price in accordance with the terms of the agreement. If no written or verbal price is given the customer agrees to pay the price set out on our website for hourly or daily labour plus materials used and VAT

2.2 These terms and conditions shall apply to the exclusions of all other terms and conditions. In the case of any conflict or ambiguity between any specification or instructions supplied by the customer and the specification set out in this document, the latter shall prevail.

2.3 Acceptance of delivery or installation of the goods or provision of the services shall be deemed conclusive evidence of the customer's acceptance of the agreement.

2.4 The supplier may employ subcontractors to carry out any part of its obligations under the agreement at its sole discretion and it may assign its rights and obligations under this agreement to any other party. The customer may not assign its rights and obligations under this agreement without the written consent of the supplier.

2.5 Any variation of these terms and conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by a director of the supplier.

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### 3. Customer's Responsibilities

3.1 The customer will provide the supplier (at the customers cost) with such information and material and such access to premises, services and facilities at the customers premises as the supplier may reasonably need to perform the agreement including access to mains electricity, water, gas and other services. The customer will pay such costs as the supplier may incur the event of breach of this cause.

3.2 The customer will notify the supplier in advance of any defect in the gas, electricity, plumbing and water systems in the customer's premises which are known to him/her.

3.3 The customer will obtain all necessary licences or authorities which maybe needed in connection with the goods and the services.

-3.4 Following completion of installation, the customer shall follow any instructions of the supplier as to use and maintenance of the goods.

3.5 The customer warrants that he/she owns the premises at which the services will take place and is entitled to commission the services without the consent of any third party under any lease, agreement or other restriction or otherwise, including without limitation any landlord.

3.6 The customer shall provide a minimum of 48 hours' notice if they wish to cancel or rearrange the services that have been scheduled by themselves and the company. Failure to do so will render the customer liable for any costs to the company for the cancellation of services. Services scheduled to be undertaken within a 48-hour period then subsequently cancelled will also be subject to any costs incurred by the company. The charge will consist of the cost to business together with the profit that would have been made, in accordance with the original instructions.

### 4. Payment Provisions

4.1 The price will comprise: -

4.1.1 A labour charge is based on a rate for both full and part completed 30 minute increments of labour time (minimum charge of one hour) spent in providing the services;

4.1.2 A materials charge for goods used or fitted;

4.1.3 such other charges as are provided by this agreement.

4.2 No quotation provided by the supplier in advance shall be binding unless in writing headed "quotation". Any written quotation submitted by the supplier shall be subject to these terms and conditions unless otherwise stated and shall be valid for 28 days and may be revoked at any time.

4.3 Save as stated in clause 4.2, any cost guidance by the supplier in advance shall comprise an estimate only and shall not bind the supplier to any particular level of charges.

4.4 The supplier may apply its hourly labour charge to travelling time where further goods are required during the performance of the services, limited to not more than one hour.

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4.5 The supplier's hourly labour charge will be applied from the point of attendance at the customer's premises. It applies to the diagnosis of faults as well as provision of the services and even if the customer does not proceed with instructing the supplier to provide any services after diagnosis. No labour charge will be made in the following circumstances: -

4.5.1 If the supplier is unable to diagnose the fault due to lack of expertise;

4.5.2 If the supplier attends the customers premises but the customer is unwilling to agree to the terms of this agreement.

4.6 The supplier may require the customer to pay part of the price in advance by way of deposit, for example if the costs of goods required is likely to be significant.

4.7 The supplier reserves the right by giving notice to the customer at any time before completion of its performance of the agreement to increase the price if; -

4.7.1 The costs to the supplier of providing any services or goods increase due to any factor beyond the control of the supplier;

4.7.2 The customer changes the specification;

4.7.3 The customer agrees to any change to the specification proposed by the supplier;

4.7.4 The customer causes a delay;

4.7.5 Goods or services are required by the customer with exceptional urgency;

4.7.6 The customer fails to give the supplier adequate or accurate information, instructions or facilities.

4.8 The price does not include VAT or any similar sales tax which will be paid additionally by the customer at the then prevailing rate.

4.9 Unless alternative payment provisions are agreed, the supplier will submit an invoice on completion of the works.

4.10 All sums due under the agreement will be paid by the customer immediately on completion of the works without any deduction, set off, counterclaim or abatement and time for payment shall be of the essence.

4.11 The customer shall on completion of the works pay the price in cleared funds or by a payment method which is guaranteed. If the customer proffers a non-guaranteed payment method, the supplier may add a 2% administration fee to the price. The supplier then reserves the right to seek third party authorisation of the customer's payment and to refuse to accept such payment method, at its entire discretion.

4.12 If the customer fails to make any payment when it falls due, the supplier may take any or all of the following steps; -

4.12.1 Charge the customer interest (both before and after any judgement) on the amount unpaid at the maximum rate allowable per annum above the base lending rate in relation to the business bank account from

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time to time until payment in full is made, accruing on a weekly basis; Additional interest and late payment fees will be chargeable where possible;

4.12.2 Charge the customer for all reasonable costs and expenses (including legal costs and costs of any third-party debt recovery service) incurred by the supplier in the collection of any overdue amount;

4.12.3 Refuse to deliver or install any balance of goods or provided any further services, or guarantee services under clause 6 hereof, whether under this agreement or any other agreement or otherwise until payment is made in full; and/or

4.12.4 Retain any property or the customer then in its possession under a general lien for any such payment.

4.13 Where payment is made by means of any cheque or other negotiable instrument, payment shall not be treated as having been made until such instrument has been honoured on presentation for payment.

## **5. Goods and Services**

5.1 Any goods supplied under this agreement shall be at the customer's risk as from delivery to the customer's premises save for damage caused to such goods by any negligent act of the supplier or any of its sub-contractors and the customer will be responsible for insuring the goods from the time the risk passes.

5.2 The goods shall be installed at and the services shall be provided at the customer's address recorded in this agreement.

5.3 The supplier may use new or re-conditioned goods in its provision of the services as it considers appropriate.

5.4 The supplier makes no representation as to the precise timing of precision of any goods or services hereunder. Any time scales discussed or agreed will be treated as targets only and time will not be of the essence.

5.5 The supplier shall not be responsible for delay caused by factors beyond its control, including failure of the customer to comply with clause 3 and any action by the customer.

5.6 In spite of delivery having been made, legal title in the goods shall not pass from the supplier to the customer until the price has been made in full.

5.7 The supplier shall be entitled to recover the price or any proceeds of sale of the goods by the customer notwithstanding that title has not passed to the customer.

5.8 The supplier reserves the right to take photographs of the customer's facilities which are relevant to this agreement, both before and after the provision of any services.

## **6. Acceptance, Defects and Guarantee**

6.1 Within 14 days of completion of any services or of provision of any goods under this agreement, the customer will notify the supplier in writing of any fault or defect in such provision.

6.2 If no such notification is received the customer will be deemed to have accepted the services and any goods so provided, and will not then be entitled to reject them outright.



6.3 During the guarantee period the customer will notify the supplier in writing within 14 days of discovery of any defects either in the goods or the provision of the services.

6.4 The supplier will use its best endeavours to correct any defect arising under normal use and due solely to faulty design (except where supplied by or on behalf of the customer), materials or workmanship, which is notified to it within the guarantee period within a reasonable time or receiving such notification, and may at its discretion;-

6.4.1 Carry out such work or services as necessary to remedy the fault;

6.4.2 Take the goods or any of them away from the customer's premises to examine the goods or carry out repair work;

6.4.3 Replace all or any part of the goods;

6.4.4 Refund the price or such part of it as relates to the defective goods or services.

6.5 The supplier's obligations under clause 6.4 in relation to defective goods shall not exceed the extent of any manufacturer's guarantee provided to the supplier from the manufacturer or the supplier's own supplier, whether as to the time during which goods will be replaced / repaired or as to any other matter. If such manufacturer's guarantee exceeds that provided in clause 6.4, the supplier will pass on that benefit to the customer.

6.6 The customer's obligations at clause 3 shall apply in relation to the provision of guarantee services under this clause 6 as to the original provision of goods and services.

6.7 The supplier may refuse to provide any guarantee services under this clause 6 or may invoice the customer for the cost of any work or materials brought about by the customer's notification of any defect where such defect is not attributable to any act or omission of the supplier or any defect in the goods, or is attributable to;-

6.7.1 Misuse of the goods by the customer;

6.7.2 Failure to follow the supplier's advice as to use and maintenance of the goods; or

6.7.3 Any modification made to the goods by the customer or by third parties without the prior written consent of the supplier.

## **7. Warranties**

7.1 The supplier warrants that the goods and the services will comply with the specification.

7.2 The customer warrants that it has not relied on any representations made by or on behalf of the supplier or upon any material produced by or on behalf of the supplier save for the specification.

7.3 The customer agrees to indemnify the supplier against all costs and liabilities incurred by it due to any breach by the customer of the terms of this agreement.

## **8. Limitation of Liability**

8.1 The supplier shall not be responsible for any defects in the goods or the services which are not notified in writing to it within the guarantee period nor for any defects notified to it within this period but not in accordance

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with the time limits set out at clauses 6.1 or 6.3 above nor for any defects which are the fault of the customer or any third party.

8.2 The supplier shall not be liable under contract, tort (including negligence) or otherwise for any indirect or consequential loss, damage, cost or expense of any kind whatever and however caused whether arising under this agreement, including without limitation any loss of income or profits.

8.3 The supplier accepts liability for death or injury caused by the negligence of the supplier or that of its employees, agents or sub-contractors in the course of their engagement under this agreement, including without limitation any loss of income or profits.

8.4 In all other cases not falling within clause 8.3 the suppliers total liability (whether in contract, tort including negligence or otherwise) under or in connection with this agreement or based on any claim for indemnity or contribution shall not in aggregate exceed 2 times the value of the price. The supplier may be prepared to provide wider limitation terms in return for an enhanced payment.

8.5 The supplier shall not be liable for any change to the specification of goods if the variation does not materially affect the characteristics of the goods and the substituted materials (if any) are of comparable quality to the originals.

8.6 Where any specific risk is identified on the risk assessment noted on the front sheet of this agreement, the supplier shall not be liable for such risk or event and the customer agrees to bear such risk.

8.7 The supplier does not provide qualified telephone advice, and does not accept liability for advice which the customer may claim to have received by telephone.

## **9. Termination**

9.1 The supplier may terminate this agreement or suspend its performance with immediate effect on written notice if; -

9.1.1 The customer becomes bankrupt; a bankruptcy petition is entered, or the customer makes any arrangement with his creditors generally;

9.1.2 The customer commits a material breach of this agreement;

9.1.3 The customer refuses to take delivery of the goods or any part of them or to permit the supplier to provide the services on such date as is arranged;

9.1.4 The customer defaults in paying the price or any part of it.

9.2 In the event of a suspension, the supplier shall be entitled to demand prepayment of any part of the price not yet due for payment as a condition of re-commencing its performance.

9.3 The supplier may terminate this agreement at its discretion at any time by giving 14 days' notice in writing to the customer.

9.4 Upon termination of this agreement for whatever cause the customer shall pay to the supplier; 9.4.1 All monies then outstanding including any additional charges;

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9.4.2 The total value of the goods delivered, and services performed up to the date of termination, the price for which shall then become payable immediately;

9.4.3 Any cancellation charges payable to the supplier's suppliers or subcontractors; 9.4.4 The cost of removal from the customers premises of any property of the supplier.

9.5 Termination of this agreement shall not affect any rights of the parties accrued to them up to the date of termination.

## 10. Miscellaneous

10.1 Neither party shall be liable for any delay in performing or failing to perform any of its obligations under this agreement due to any force majeure event including any act of god, war, strike, lock-out, industrial action, fire, flood, drought, tempest or other event beyond the reasonable control of either party.

10.2 All notices to be given under this agreement shall be in writing and shall be sent to the address of the party concerned stated in this agreement by first class post or by hand.

10.3 No delay or failure by the supplier to exercise any of its powers, rights or remedies under this agreement will operate as a waiver of them and any waiver to be effective, must be in writing.

10.4 If any part of this agreement, including the avoidance of doubt limitation clauses 8.1 to 8.5 and its sub-clauses, is found by a court or other competent authority to be valid and enforceable to the fullest extent permitted by law.

10.5 This agreement is the complete and exclusive statement of the agreement between the parties relating to its subject matter and supersedes all previous communications, representations and other arrangements, written or oral. This clause and any guarantee contained in this agreement do not affect the statutory rights of the customer as a consumer.

10.6 The supplier shall be entitled to set-off against any monies payable to it by the customer under this agreement, any monies which may be payable by it to the customer, whether under this agreement or otherwise. The customer shall not be entitled to any right of set-off.

10.7 This agreement will be construed in accordance with and governed by the law of England and Wales and each party agrees to submit to the jurisdiction of the courts of England and Wales.

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