

Terms and Conditions

1. Working Hours

The Customer shall give access within Central Clare Plumbing Company, Ennis' usual working hours. In the event of this not being given and overtime being worked at the Customer's request, the extra cost will be chargeable in addition to the quoted price.

2. Programme of Work

Every effort will be made to meet the requirements of the Customer, but no guarantee can be given of the date of commencement or completion of the work. Central Clare Plumbing Company, Ennis accepts no responsibility for any delay in the execution of the work, or damage or inconvenience caused, due to labour disputes, fire, accident, non-delivery or shortage of materials or other causes beyond Central Clare Plumbing Company, Ennis control. Occasionally Central Clare Plumbing Company, Ennis attempts to affect a repair or to clear a drain will be unsuccessful. Provided that Central Clare Plumbing Company, Ennis decision to attempt the work was made in good faith, all time spent in conducting such work will be charged for at normal rates, even where the work is unsuccessful.

3. Making Good etc

Whilst every care will be taken by Central Clare Plumbing Company, Ennis, they accept no responsibility for any damage to plaster work, decorations, flooring etc, necessarily consequent upon the execution of the work unless specifically provided for in the quotation. Cuts or holes made to allow for equipment will be made good but not permanently finished or decorated. Floorboards will be replaced but special flooring will not be permanently refixed.

4. Water Heating

Quotations for water heating installations are based on the assumption that the existing plumbing system is in a satisfactory condition. No responsibility is accepted for defects arising in water tanks, pipes etc during or subsequent to installation work by Central Clare Plumbing Company, Ennis

5. Wayleaves

The Customer shall be responsible for obtaining and retaining any necessary consents, easements, or wayleaves and for any re instatement of disturbed ground, in the case of extensions to underground distributing lines which are within the Customer's own property or on privately owned property over which the Customer has rights of access or a tenancy.

6. Licences

Any licence, permit, or other authority necessary for the execution of the work, shall be obtained by the Customer.

7. Guarantee

Subject as mentioned below, Central Clare Plumbing Company, Ennis guarantees all equipment installation and apparatus supplied and fixed or supplied only under this quotation for a period of 100 days from the date of completion of the work and undertakes to repair or replace the same as its option in the event of them becoming defective and/or to remedy any defects which are found to be due to faulty workmanship within that period, free of cost, unless otherwise specified in the quotation. Central Clare Plumbing Company, Ennis guarantee does not cover drain clearance. Central Clare Plumbing Company, Ennis guarantee does not cover any temporary repairs.

Central Clare Plumbing Company, Ennis guarantee does not cover defects due to fair wear and tear, the replacement of lamps or fuses, or any causes beyond the control of Central Clare Plumbing Company, Ennis.

If any repairs, alterations or additions to the equipment, installation, and/or apparatus are carried out by any person who has not been specifically authorised by Central Clare Plumbing Company, Ennis, then the guarantee shall be null and void.

8. Fluctuations

Invoices are strictly net and the quoted price will be adjusted to meet any price variations in labour or materials occurring after the date of quotation.

9. Terms of Payment

Payment shall become due on demand unless otherwise agreed. Failure to pay will incur an interest charge of 2% per month until full payment is received. Progress payments (if applied for) at not less than fortnightly intervals, for the total value of the work done and/or materials delivered to site or to Central Clare Plumbing Company, Ennis stores, shall be made within fourteen days of the application.

All monies received towards the purchase of materials and/or for the total charge for contracts will be strictly non-returnable.

In the event of a progress payment not being made in full within the time above mentioned, Central Clare Plumbing Company, Ennis Ltd shall have the right to stop all work forthwith and shall, at its option, be entitled to treat the Contract as having been repudiated by the Customer and to charge the Customer for work done and materials supplied on a quantum meruit basis, without prejudice to Central Clare Plumbing Company, Ennis right to claim damages for breach of contract for any loss incurred in respect of plant and materials purchased or prepared for the work, but should Central Clare Plumbing Company, Ennis elect to resume work upon such payment being made, the expense incurred by such stoppage and the subsequent resumption of work shall be chargeable to the Customer in addition to the quoted price. The non-completion of the building as a whole or the work of any other trade shall not affect or delay any payment due. Central Clare Plumbing Company, Ennis retain a lien upon all materials, plant and machinery, even though installed or delivered on site, for the whole of any unpaid balance due to Central Clare Plumbing Company, Ennis hereunder. Any goods supplied by Central Clare Plumbing Company, Ennis shall remain Central Clare Plumbing Company, Ennis property

until paid for in full, but Central Clare Plumbing Company, Ennis shall be entitled to bring an action for the price of such goods even though property therein has not passed.

10. Extra Cost

In the event of suspension or cancellation of work at the request of the Customer, or lack of instructions or delay on site, caused by matters beyond the control of Central Clare Plumbing Company, Ennis, any extra expenses thereby incurred shall be chargeable to the Customer, unless made within the statutory fourteen day cooling off period. If overtime is worked or alterations are made at the request of the Customer, the extra cost incurred including reasonable additions for administration expenses and overhead charges will be met by the Customer.

11. Provisional Sums, Variations and Additions to Contract

Where the quotation includes a Provisional Sum for meeting the cost of provisional or specialists' work to be done or materials or apparatus to be supplied, such sums shall be expended or used either wholly or in part, at the discretion of the Customer and entirely as he may desire or direct. Charges for work carried out by Central Clare Plumbing Company, Ennis included in Provisional Sums and charges for Additions and Variations to the Contract shall, in the absence of supplementary estimates, be invoiced at standard day work rates for Contract Additions in accordance with the quotation or as otherwise agreed beforehand.

12. Position of Fittings etc

Positions of lighting points, switches, plant, etc, if not provided for in the quotation or an associated drawing are to be determined before work is commenced and any change required therein shall be notified by the Customer to Central Clare Plumbing Company, Ennis, in writing, in sufficient time not to impede the progress of the work. Any extra work necessary to meet such changes will be chargeable to the Customer in addition to the quoted price.

13. Tests

The installation work will be tested during progress and, upon completion, for insulation resistance, earthing and continuity. Such tests to comply with the current edition of the IEE Regulations for the Electrical Equipment of Buildings. Any other tests required by the Customer will be charged for as an extra to the quoted price unless such tests are definitely specified and included in the quotation.

14. Consequential Loss or Damage

Central Clare Plumbing Company, Ennis shall not be responsible for any consequential damage or loss arising out of the performance (or non-performance) of the Contract.

15. Damage in Transit

Where the price quoted includes delivery, Central Clare Plumbing Company, Ennis will repair or replace, free of charge, goods damaged in transit, provided the carriers and Central Clare Plumbing Company, Ennis receive notification of such damage within three days of delivery and that such notification is confirmed in writing within seven days, but not otherwise.

16. Scope of Conditions of Contract

These conditions of contract will apply in full to all quotations and work carried out (and)or apparatus or equipment supplied by Central Clare Plumbing Company, Ennis under such quotations except where specifically agreed in writing to the contrary. Save in the event of death or injury. Central Clare Plumbing Company, Ennis' liability in negligence arising from the supply of goods or services shall in no event exceed the value of the goods or services supplied.

17. Taxation

The price quoted is subject to any subsequent variation in taxation.

18. Unfair Contract Terms

If the customer deals as a consumer as defined in section 12 of the unfair Contract Terms Act 1977, the customer's statutory rights in relation to any terms implied by the Sale of Goods Act 1979 shall be unaffected.