

Terms and Conditions

1. For the purpose of these terms & conditions the following words shall have the following meanings:
 - (a) “The Company” shall mean Old School Plumbing Limited.
 - (b) “The Customer” shall mean the person or organisation for whom the Company agrees to carry out works &/or supply materials.
The Operative or Engineer shall mean the representative appointed by the Company.
2. The Company reserves the right to refuse or decline work at its own discretion.
3. The total charge to the Customer shall consist of the cost of materials supplied by the Company (not exceeding the trade purchase price of materials + 15%) & the amount of time spent by the operative in carrying out works (including all reasonable time spent in obtaining unstocked materials) charged in accordance with the Company’s current hourly rates.
4. Where a written estimate has been supplied to the Customer the total charge to the Customer referred to in the estimate should not exceed the actual time taken by more than 20% but may be revised in the following circumstances:—
 - (i) if after submission of the estimate the Customer instructs the Company (whether orally or in writing) to carry out additional works not referred to in the estimate.
 - (ii) if after submission of the estimate there is an increase in the price of materials.
 - (iii) if after submission of the estimate it is discovered that further works need to be carried out which were not anticipated when the estimate was prepared.
 - (iv) if after submission of the estimate it is discovered that there was a manifest error when the estimate was prepared.
5. The Company shall not be under any obligation to provide an estimate to the Customer & shall only be bound (subject as hereinafter) by estimates given in writing to the Customer & signed by a duly authorised representative of the Company. The Company shall not be bound by any estimates given orally or in which manifest errors occur.
6. Material Collection.
Collection of non-stock items is chargeable but time must be kept to a minimum and be reasonable.
7. Invoices are due for payment immediately upon delivery to the Customer. Any part of that invoice which remains unpaid shall carry interest at the rate of 5% until payment in full is received by the Company.
8. If, after mediation, the Customer refuses to pay the invoice the Company reserves the right to sell the debt to a third party.
9. If the Customer cancels their instructions prior to any work being carried out or materials supplied then the Customer shall be liable for any related expenditure together with the profit that would have been made by the Company had the work been carried out &/or materials supplied in accordance with such instructions.
10. If, after the Company shall have carried out the works, the Customer is not wholly satisfied with the works then the Customer shall give notice in writing within 12 months to the Company & shall afford the Company, and its insurers, the opportunity of both inspecting such works, & carrying out any necessary remedial works if

appropriate. The Customer 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.

11. 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. The Guarantee will become null & void if the work/appliance completed/supplied by the Company is:
 - (a) Subject to misuse or negligence.
 - (b) Repaired, modified or tampered with by anyone other than a Company operative. The Company will accept no liability for, or guarantee suitability, materials supplied by the Customer & will accept no liability for any consequential damage or fault.
12. The company will not guarantee any work in respect of blockages in waste & drainage systems etc.
13. Title to any goods, supplied by the Company to the Customer shall not pass to the Customer but shall be retained by the Company until payment in full for such goods has been made by the Customer to the Company. The Company shall not be liable for any delay or for the consequences of any delay in performing any of its obligations if such delay is due to any cause whatsoever beyond its reasonable control, & the Company shall be entitled to a reasonable extension of the time for performing such obligations.
14. The Company shall only be liable for rectifying works completed by the Company & shall not be held responsible for ensuing damage or claims resulting from this or other work overlooked or subsequently requested & not undertaken at that time. These terms & conditions & all contracts awarded between the Company & Customer shall be governed & construed in accordance with English law & shall be subject to the exclusive jurisdiction of the English law.

I have read and agree to the terms and conditions contained in this agreement.

Joe Bloggs