



JC Plumbing Services

The Bathroom & Kitchen Experts

T: 023 8066 76 559

E: info@jcplumbingservices.co.uk

● Kitchens ● Bathrooms ● Plumbing ● Building

Terms & Conditions/Agreement of Business

1. General

1.1 Any terms or conditions sought to be imposed by either party shall not be incorporated into the Contract and shall have no effect unless agreed to in writing by the other party.

1.2 We may, as your agent, directly or through an intermediary ask another contractor ("Supplier") to supply you with goods which you have instructed us to provide for you. We shall pay the reasonable charges of the Contractor on your behalf and recharge them to you with our own fees. We will ensure that the Contractor fees which are recharged to you are in line with the fees we will have estimated to you

1.3 We may, where necessary, as your agent, instruct another contractor ("Third Party Contractor") to carry out specialist work which you instruct us to carry out for you. We may ask you to pay the Third Party Contractor, who will invoice you separately. We will take all reasonable care in selecting and instructing a Third Party Contractor. The customer is free to appoint any Third Party Contractor if they wish to do so.

2. Prices

2.1 The price for the supply of goods and services are set out in our estimation. We shall invoice you on delivery of goods, or completion of services. Invoiced amounts shall be payable once the goods have been delivered and or services completed, or on receipt of invoice

2.2 We shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 8% per month above the base rate of the Bank of England.

2.3 We reserve the right to correct any errors of pricing of goods / services if they were priced incorrectly.

2.4 The price of any goods or services is subject to Value Added Tax

2.5 Value Added Tax shall be charged at the rate prevailing at the relevant tax point.

3. Risk

As soon as we have delivered the goods or services, you will be responsible for them and we will not be liable for their loss or destruction. Therefore, you would need to take necessary steps to insure the items. If you delay a delivery, our responsibility for everything other than damage due to our negligence will end on the date we agreed to deliver them.

4. Ownership of the Goods

You will only own the goods once they have been successfully delivered and when we have received cleared payment in full. Goods supplied are not for resale.

5. Delivery

We will deliver the goods to the address you specify for delivery in your order. It is important that this address is accurate. Please be precise about where you would like the goods left if you are out when we deliver. We cannot accept any liability for any loss or damage to the goods once they have been delivered in accordance with your delivery instructions (unless this is caused by our negligence). We will aim to deliver the goods by the date quoted for delivery but delivery times are not guaranteed. If delivery is delayed due to any cause beyond our reasonable control, the delivery date will be extended by a reasonable period and we will contact you to arrange an alternative time.

6. Performance

6.1. We will install the items within a reasonable time.

6.2. If in our opinion it is not reasonably practicable for any reason to carry out any of the work we are instructed to carry out, we shall be entitled to refrain from carrying out or completing such work and will consult with you as to what if any work is to be undertaken. We will, if requested by you, provide a written explanation as to why any work is not considered to be reasonably practicable.

6.3. If the cost to us of carrying out the work is subsequently increased by reason of increases in the cost materials and/or labour and/or any other factor outside our control, then we shall notify you before undertaking any work to which the increase will apply. If you require us to discontinue the work, you shall only be required to pay us for the work already carried out.

7. Payment

Unless the Agreement provides otherwise, a 30% deposit will be payable on confirmation of commencement date and cleared no later than the commencement date. If this deposit is not received and cleared by the time specified, it may delay the commencement date. The balance price for the goods and/or services shall be payable no later than the date of the relevant invoice, or otherwise stated on the invoice. An invoice will be issued on completion of work. The time stipulated for payment shall be of the essence of the Agreement. Failure to pay within the period specified will deem any warranty we supply void and shall entitle us to write to you upon the expiration of seven days notice to charge you for costs and expenses incurred in recovering late payments, and to charge interest at the rate describable in clause 2.2 above

8. Warranty

8.1 We warrant that as from the date of delivery for a period of 12 months the goods and all their component parts we have supplied, where applicable, are free from any defects in design, workmanship, construction or materials. Any additional warranties described in the specification document are manufacturer's warranty only. We will honour any manufacturer's warranty, a labour charge may apply. It is the customer's responsibility to submit or register any warranty with the manufacturer to deem it valid.



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Company Registered in England No. 6883215.





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8.2 We will warrant our workmanship for a period of 12 months from the date of the invoice. Any call back/callout may be chargeable from the date of the invoice.

8.3 We warrant that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

9. Right to Cancel

9.1 We will permit you to cancel this Agreement by sending written notice no later than 7 days after the date on which this Agreement was set. A full deposit refund will apply. If you request cancellation at a later date, then unless we are in breach of contract, we have the right to refuse [or] retain all or part of your deposit as a contribution towards any losses or costs we suffer as a result of the cancellation.

9.2 If you have received the goods before you cancel this Agreement then you must arrange for the goods to be sent back to our contact address at your own cost and risk. If you cancel this Agreement but we have already processed the goods for delivery you must not unpack the goods when they are received by you. You must arrange to send the goods back to us at our contact address at your own cost and risk as soon as possible. A Re- Stocking charge may apply.

9.3 Once you have notified us that you are cancelling this Agreement, provide it falls within the timescale, any sum debited to us from your credit/debit card will be re-credited to your account as soon as possible and in any event within 30 days of your order PROVIDED THAT any goods in question are returned by you and received by us in the condition they were in when delivered to you. If you do not return the goods delivered to you or do not pay the costs of delivery, we will be entitled to deduct the direct costs of recovering the goods from the amount to be re-credited to you.

9.4 We reserve the right to cancel the Agreement between us if:

9.4.1 We have insufficient stock to deliver the goods you have ordered;

9.4.2 One or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.

10. Invalidity

If any part of these terms and conditions are unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

11. Liability

11.1. Except for death or personal injury caused by our negligent acts or omissions we shall only be liable for any loss or damage which is a reasonably foreseeable consequence of a breach of this Agreement.

11.2. You will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred by us as a result of your breach or default in the discharge of your obligations.

11.3. Where we need to carry out work on your premises and/or install equipment, we will not accept liability for the cost of repairing or replacing parts of your existing system/structure which occurs due to faults or wear and tear in your system/structure unless we have been negligent in not realising that such damage may occur or in the way we carried out the work.

11.4. In the event of our losing or damaging your goods, we will pay for the reasonable costs of the repair or replacement (less wear or tear) of the item or provide you with a full refund if we have been negligent.

11.5. Nothing in this Agreement shall exclude or limit the Company's liability for death or personal injury resulting from the Company's negligence or that of its employees, agents or sub-contractors.

12. Governing Law and Jurisdiction

Parties to this Agreement agree to submit to the exclusive jurisdiction of the courts of England and Wales.

13. Entire Agreement

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

14. Third Party Rights

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

15. Customer Services

15.1. To protect your own interests please read the conditions carefully. If you are uncertain as to your rights under them or you want any explanation about them please write or telephone at the address and telephone number set out.

15.2. If you are unhappy with any aspect of our service, please contact us. Any complaint will be dealt with sympathetically and we will work with you to reach a satisfactory conclusion.

16. Changes to Terms and Conditions of Business

We reserve the right to make changes to this Agreement from time to time.

17. Data Protection

You consent to the computer storage and processing of your personal data by us in connection with this Agreement. We will ask you for your consent for any "before and after" pictures being taken of your installation, which may be posted on our Website in connection with this agreement. No personal details will be submitted on our website.



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