

## TERMS & CONDITIONS

### **1 INTRODUCTION**

- 1.1 The Client wishes to engage the services of S.J. Walkley Plumbing & Heating Ltd, known from here on in as The Company. The Company will supply the Services and The Company accepts the engagement subject to these Terms & Conditions which shall incorporate the Estimates.
- 1.2 The definitions apply in these Terms & Conditions.

**The Company:** Stuart Walkley of S. J. Walkley Plumbing & Heating Ltd (also referred to as 'us' or 'we').

**Client:** The person who engages the Services of The Company (also referred to as 'you').

**Services:** More particularly described in the Estimate.

**Estimates:** The Company's written report detailing the Client's specific requirements for the Services discussed during consultation.

**Our Fee:** As detailed in the Estimates

### **2 BUDGET AND FEES**

- 2.1 The Services required and the Estimate is provided following a consultation with the Client. If, at any stage, you require additional services to those estimated these will be subject to separate written agreement. If the Budget increases beyond, then The Company reserves the right to increase their fee proportionately.
- 2.2 Our Fee shall become due by the Client as follows:
- 2.2.1 50% of Our Fee shall be immediately payable on signing these conditions;
- 2.2.2 40% of the remaining balance shall be due after the job is operational.....

2.2.3 The remaining 10% of the balance shall be paid upon completion of the job.

2.3 Without prejudice to any other right or remedy that we may have, if the Client fails to pay The Company on the due date, we may:

2.3.1 charge interest on such sum from the due date for payment at the annual rate of 7.2% above the base lending rate from time to time of Lloyds Bank Plc, accruing on a daily basis and being compounded monthly until payment is made, whether before or after any judgment; and

2.3.2 Suspend all Services until payment has been made in full.

2.4 An additional charge of £30 will be added to Our Fee in the event that their bank returns the Client's cheque.

### **3 DATA PROTECTION AND YOUR PERSONAL INFORMATION**

3.1 The Company will hold only the minimum amount of personal data necessary for the completion of the job and for their own accounting purposes. You agree that The Company may pass personal data to potential suppliers. We cannot be held responsible for the way in which these suppliers store and use your personal data.

3.2 The Company will be as discreet about your arrangements as is reasonably possible, although you accept that total secrecy is not possible given the need for us to contact potential suppliers and make arrangements on your behalf.

3.3 The Company reserves the right to use photographs of elements of the job for our professional portfolio and website (we will, however, obtain your prior approval to the use of any personal photographs of yourselves).

## **4 LIMITATION OF LIABILITY**

- 4.1 This clause sets out the entire financial liability of The Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client in respect of:
- 4.1.1 any breach of this agreement;
  - 4.1.2 any use made by the Client of the Services; and
  - 4.1.3 any representation, statement or tortuous act or omission (including negligence) arising under or in connection with this agreement.
- 4.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.
- 4.3 Nothing in this clause limits or excludes the liability of The Company:
- 4.3.1 for death or personal injury resulting from negligence; or
  - 4.3.2 for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by The Company.
- 4.4 Subject to conditions 4.2 and 4.3 The Company shall not be liable for:
- 4.4.1 loss of anticipated savings; or
  - 4.4.2 loss of goods; or
  - 4.4.3 loss of contract; or
  - 4.4.4 loss of use; or
  - 4.4.5 loss or corruption of data or information; or
  - 4.4.6 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and

The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall be limited to the price paid for Our Fee.

**5 GENERAL**

- 5.1 No variation of these Conditions or of any of the documents referred to in them shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 5.2 This agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.

By signing and dating these Terms & Conditions in the spaces set out below, we confirm that we have read, understood and agree to them:

Signed by the Client:

**Name:** ..... Dated .....  
(print & sign)

And signed for The Company

**Name:** ..... Dated .....  
(print & sign)