



Terms and Conditions

THIS AGREEMENT IS MADE ON THE DATE SPECIFIED ON THE WRITTEN QUOTE BETWEEN THE NAMED SUPPLIER ATM HEATING AND PLUMBING AND THE NAME AND ADDRESS OF THOSE ON THE QUOTE REFERRED TO AS "THE CLIENT".

IT IS HEREBY AGREED AS FOLLOWS

1. Relationship Between the Parties

- 1.1. The Client engages with ATM Heating and Plumbing to provide the services specified in these terms and conditions and subsequent quote schedules.
- 1.2. No term of this agreement or course of dealings between the parties shall operate to make the Supplier (ATM Heating and Plumbing) an employee or agent of the Client.
- 1.3. Neither party shall assign or transfer any of their rights, liabilities or obligations arising under this agreement without the prior written consent of the other party.

2. The Quotation

- 2.1. ATM Heating and Plumbing shall provide to the Client a proposal for the services to be provided ("the Quotation") which shall set out:
 - a) The services which we will undertake for the Client.
 - b) The date or time period within which the service will be performed.
 - c) The costs which the Client shall be charged for the performance of the services including:
 - i. Any fees which ATM Heating and Plumbing shall charge.
 - ii. Any disbursements or expenses which the Supplier will require the Client to meet (including but not limited to the costs of materials).
- 2.2. The Quotation will provide an electronic link to these terms and conditions as a schedule and where a contract is entered into between ATM Heating and Plumbing and the Client, the Client will be deemed to have accepted the content of the Quotation and terms in full. Important sections of the terms have been highlighted in red.

3. The Services and the Time and Manner of their Delivery

- 3.1. ATM Heating and Plumbing will provide such services to the Client as are set out in the Quotation.
- 3.2. The services will be provided to the Client within the timeframe specified in the Quotation.
- 3.3. Time frames and dates of delivery are provided for guidance only and **ATM Heating and Plumbing makes no guarantee that the services will be performed within the specified period. The work may take less or more time than specified in the quote.** For the purposes of this agreement, time shall not be of the essence and ATM Heating and Plumbing shall not be liable for any loss or damage suffered by the Client as a result of the delivery of services being delayed or postponed for any reason.
- 3.4. Whilst every effort is made to arrive and complete work on time, we will not be held liable or responsible for any delay outside of our control such as poor traffic conditions, adverse weather, or failures in telecommunications.

4. Payments

- 4.1. **The contract price is set out in the Quotation, which includes details of the charges which ATM Heating and Plumbing will make for labour, materials and parts** as well as any taxes or additional costs or expenses or disbursements which ATM Heating and Plumbing may charge to the Client.
- 4.2. The intervals at which the Supplier may invoice the Client in respect of the whole or an installment of the contract price are set out in the Quotation and payment terms.
- 4.3. Notwithstanding 4.1 and 4.2 above, **ATM Heating and Plumbing may vary the contract price from the amount set out in the Quotation where he has provided services which are different or in addition to those set out in the Quotation either at the specific request of the Client or because he has been required to complete additional work which was not anticipated at the time the Quotation was made, or because of market fluctuations in the price of materials.** In such instances of price variations the following may apply
 - a) Installation of extra accessories not included within the quote
 - b) Travel expense and time taken to purchase from merchants missing materials or unsuitable products supplied by the client
 - c) Extra work in other areas not specified within the original quote
 - d) Products supplied by the client which are deemed damaged, defective or unfit for installation which may impede or delay the project from progression or completion. In such instances where corrective measure are required by ATM Heating and Plumbing on behalf of the client the charges from section 4.4 (a) will apply.
- 4.4. **For additional works carried out from section 4.3 ATM Heating and Plumbing will communicate and agree such charges prior to commencing and detail these on the client record sheet. For additional charges see below.**
 - a) **The cost of time taken for unscheduled merchant runs is calculated at £35 per hour including fuel and will be detailed on a client record sheet, including times and reason.**
 - b) **Additional areas of work carried out not specified in the clients quote, calculated at £35 per hour plus extra materials costs or time spent going to merchant.**
- 4.5. The Client agrees:
 - a) Not to withhold any sums due to the Supplier.
 - b) **To settle all invoices raised by ATM Heating and Plumbing within 24 hours of job completion.**
 - c) To pay to the Supplier interest at a rate of 10 percent per annum above the Bank of England

base rate on any payments which are not settled in accordance with section 4.5(b).

- d) To pay to ATM Heating and Plumbing such costs and expenses as he may incur in recovering payment from the Client where the Client fails to make payment in accordance with these terms and conditions.

5. Cancellation

In accordance with the *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013*, and where the Client is a consumer within the meaning of section 12 of the *Unfair Contract Terms Act 1977*, the Client may cancel this contract within 14 calendar days of signing this agreement (or within whatever extended period ATM Heating and Plumbing may specify in the Quotation) and shall be entitled to a full refund of any monies paid to ATM Heating and Plumbing, less an amount representing any reasonable administration costs which the ATM Heating and Plumbing has incurred. Any cancellation outside this period will not entitle the Client to a refund of any monies paid.

6. Client's Obligations

- 6.1. The Client shall be responsible for the correctness of all measurements for products or materials which he gives to the Supplier. Where these measurements are not correct and accordingly materials or products which are ordered or provided by the Supplier are the wrong size or unsuitable. **It is the responsibility of the client to examine and report any damages of products and/or materials provided to ATM Heating and Plumbing prior to the commencement of work, the Client shall bear the expense of rectifying this, including any costs or time incurred to ATM Heating and Plumbing** to obtain the correct materials or products (see section 4.4).
- 6.2. The Client shall co-operate with ATM Heating and Plumbing as may be necessary to facilitate this agreement, including but not limited to:
 - a) Permitting ATM Heating and Plumbing access to the property or location in which the services are to be supplied ("the Site") and assuring that such access is appropriate and adequate.
 - b) Providing ATM Heating and Plumbing such facilities as may be necessary in order to allow him to complete the services.
 - c) Following ATM Heating and Plumbing's reasonable instructions relating to safety and the state of work which has recently been completed by the Supplier or is in the process of being completed or to the state of the Site in general, including directions and restrictions on appropriate usage, care and maintenance.
- 6.3. Unless the Quotation specifies otherwise, the Client will be responsible for any cleaning and redecorating which is necessary to the Site after the Supplier has completed the agreed services (with the exception of the removal of waste materials, which shall be the responsibility of the Supplier as set out in 7.4, below).
- 6.4. Where ATM Heating and Plumbing stores or keeps any materials or equipment on Site, the Client shall be responsible for the security and safety of such and shall account to ATM Heating and Plumbing for any loss or damage.
- 6.5. The Client shall be responsible for any permissions, licences or consents which are necessary in order for the services to be provided. The Client warrants that he has applied for and obtained all such necessary permissions, licence or consents prior to contracting ATM Heating and Plumbing

7. ATM Heating and Plumbing Obligations

- 7.1. ATM Heating and Plumbing shall perform all duties, services and obligations under this contract with reasonable care and skill and to a high standard. He shall comply with all relevant codes of practice and statutory or regulatory requirements.
- 7.2. In the event of damages caused due to negligence we will make corrections to such damages during the course of the project. We will not be held liable for repairing any pre-existing faults or damage to the property which we may discover when the work is been carried out, or for any damage which may occur to gain access to your property or hidden pipes and drains which impede the progression of the project, unless where we have been negligent.
- 7.3. The work carried out is for domestic dwellings for private use, and as such will not be liable for any loss of profit to your business, loss of business opportunity or interruption.
- 7.4. ATM Heating and Plumbing do not exclude or limit in any way our liability for
 - a) Death or personal injury caused by our negligence, agents or subcontractors.
 - b) Fraud or fraudulent misrepresentation.
 - c) Breach of the terms implied by the supply of goods and services act 1982.
 - d) Defective products under the consumer protection act 1987.
- 7.5. ATM Heating and Plumbing shall take all reasonable care with the Client's property, including taking reasonable steps to protect the Client's furnishings and wall and floor coverings during the provision of the services.
- 7.6. ATM Heating and Plumbing shall at all times be registered and remain in good standing with such organisations as may be relevant for the purposes of permitting him to self certify the compliance of the services provided with the relevant building regulations or alternatively if he is not so accredited then he shall make arrangements for a building inspector to certify the compliance of the services provided with the relevant building regulations.
- 7.7. ATM Heating and Plumbing shall be responsible for managing and arranging the safe and lawful disposal of any waste materials which are generated or removed from the Client's property as a result of the provision of the services.
- 7.8. ATM Heating and Plumbing shall at all times hold a public liability insurance policy and shall hold and keep up to date any and all licences or permits as may be required in order to provide the services.

8. Property Rights and Assumption of Risk

- 8.1. Any property rights, title or ownership in any property or materials which are used by ATM Heating and Plumbing in providing or delivering the service shall remain with ATM Heating and Plumbing until the Client has made payment in full in accordance with these Terms and Conditions.
- 8.2. Risk in and responsibility for any products or materials which are used in the supply, performance or delivery of the services shall pass from ATM Heating and Plumbing to the Client:
 - a) Where ATM Heating and Plumbing is responsible for delivering the products or materials to the Client, upon delivery; or
 - b) Where ATM Heating and Plumbing is not responsible for delivery, at the moment the products or materials leave the Supplier's premises.

9. The Guarantee

- 9.1. ATM Heating and Plumbing provides to the Client, in addition to any statutory rights which the Client may have, **a guarantee that the services provided under this contract shall be free from**

defective or flawed materials or workmanship for a period of 12 months from the completion of the services, notwithstanding that this guarantee shall not apply to:

- a) Defects or flaws which are as a result of any misuse, failure to adequately and properly maintain, neglect or failure to follow instructions or recommendations on the part of the Client.
 - b) Any defect or flaw which is caused by mechanical or chemical damage (which is not in itself a result of some defect in the workmanship or materials) and which arises after risk in the property has passed to the Client.
- 9.2. ATM Heating and Plumbing shall, at his sole discretion, determine the manner in which he will satisfy this guarantee, whether by repairing, re-performing, or replacing the services, or by refunding to the Client all or part of the monies which have been paid.
- 9.3. Where the Client considers that the services are defective upon completion or performance then he shall notify the Supplier of this within 7 days, failing which he/she shall not be entitled to claim the benefit of this guarantee.
- 9.4. This guarantee shall not become effective until the Client has paid ATM Heating and Plumbing in full and within the allotted time, failure to adhere to the payment terms from the Client shall not entitle them to claim the benefit of this guarantee.

10.Termination

- 10.1. This agreement shall continue until the services (or any mutually agreed addition, extension or variation thereof) have been provided, or until terminated in accordance with the below.
- 10.2. Without prejudice to the above this agreement may be terminated immediately where any of the following circumstances arise:
 - a) Either party commits a serious breach or persistent breaches of this agreement including but not limited to the non-performance, neglect or default of any of his duties as outlined herein (including a failure on the part of the Client to make payment within agreed timescales) and after notice of this breach has been given to the defaulting party it remains unremedied and unrectified
 - b) Either party commits a breach of this agreement which cannot be remedied.
 - c) Either party becomes insolvent or enters into a CVA or IVA or ceases to carry on the whole or substantially the whole of its business.
- 10.3. Upon termination of this agreement, the Client shall pay to ATM Heating and Plumbing such sums as may represent work done and expenses incurred up to and including the date of the termination.
- 10.4. Any right to terminate this agreement shall be without prejudice to any accrued rights or liabilities arising out of this agreement which are in existence at the date of termination.

11.Disclaimers and Exclusions

- 11.1. ATM Heating and Plumbing shall not be responsible in any circumstances to the Client or any third party for any loss of profit or indirect or consequential economic damage or loss, howsoever caused, whether as a result of negligence, misrepresentation, breach of contract or otherwise.
- 11.2. Nothing in the forgoing shall be read as restricting or limiting in any way the Supplier's liability for death or personal injury.

12.Personal Information and data protection

- 12.1. We will use your personal information your provided to us to:
- a) Carry or the agreed work.
 - b) Process payments.
 - c) Inform you about products or services which may be of interest in which you can opt out from at any time via the unsubscribe links or by sending a request to.
andy.m@atmheatingandplumbing.co.uk
- 12.2. We will not pass on your personal date to any other third party.

13.Indemnity

The Client shall indemnify ATM Heating and Plumbing against any loss or damage which results from the Client's breach of this agreement or failure to abide by any of its terms.

14.Force Majeure

Neither party shall be liable for any delay or failure in performing its obligations or duties under this agreement which results from circumstances outside his reasonable control including but not limited to acts of God, industrial action, war, fire, threat of terrorism, civil disturbance or rioting, government or regulatory action, breakdown in plant or machinery or shortage of raw materials or supplies.

15.Warranty of Contractual Capacity

Both parties and the signatories to this agreement warrant that they are authorised and permitted to enter into this agreement, and have obtained all necessary permissions and approvals.

16.Whole Agreement, Governing Law, Severability and Miscellaneous Provisions

- 16.1. This document constitutes the entirety of the agreement between the parties. It supersedes any prior representations which may have been made, whether orally or in writing. Any modification to this agreement must be made in writing and signed by both parties.
- 16.2. This agreement shall be governed by the Law of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English Courts.
- 16.3. All clauses, sub clauses and parts thereof shall be severable and shall be read and construed independently. Should any part of this agreement be found invalid this will not affect the validity or enforceability of any other provision or of this agreement as a whole.
- 16.4. All terms, conditions and covenants contained in this agreement shall bind the parties and their heirs, legal representatives, successors to title and permitted assignees.
- 16.5. Nothing in these terms and conditions shall incur any rights on a third party and no third party may enforce any provision of this contract under the *Contracts (Rights of Third Parties) Act*.
- 16.6. The failure by either party to enforce any provision of this agreement shall not be deemed a waiver or limitation of that party's right to subsequently compel and require strict compliance with every provision of this agreement.

The client has agreed and accepted the terms in full via the submission of the booking form and its acceptance requirement to these terms.