



Giles Plumbing and Heating Limited

Terms and Conditions for the Supply of Goods and Services

The Customer's attention is particularly drawn to the provisions of clauses 12 and 13 (Limitation of liability).

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Business Day	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Commencement Date:	has the meaning given in clause 2.4.
Conditions	these terms and conditions as amended from time to time in accordance with clause 19.7.
Contract	the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions.
Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures:	as defined in the Data Protection Legislation.
Customer	the person or firm who purchases the Goods and/or Services from the Supplier.
Data Protection Legislation	the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including,

without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Deliverables	the deliverables set out in the Order produced by the Supplier for the Customer.
Delivery Location	has the meaning given in clause 5.2.
Force Majeure Event	has the meaning given to it in clause 18.
Goods	the goods (or any part of them) set out in the Order.
Goods Specification	any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and the Supplier.
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such



	rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.	Regulations 2003 (S/2003/2426) as amended.
Order	the Customer's order for the supply of Goods and/or Services, as set in the Customer's signed and/or on line digital acceptance of the Supplier's quotation.	
Quotation	the Supplier's estimate of costs for the Customer's Order for Goods and/or Services.	
Services	the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Service Specification.	
Service Specification	the description or specification for the Services provided in writing by the Supplier to the Customer.	
Supplier	Giles Plumbing and Heating Limited, a company registered in England and Wales with company number 09289759 and whose registered office is located at Building 62 Bentwaters Parks, Rendlesham, Woodbridge, Suffolk, England, IP12 2TW.	
Supplier Materials	has the meaning given in clause 7.1.9.	
UK Data Protection Legislation	all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications	
		<p>1.2 Interpretation:</p> <p>1.2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).</p> <p>1.2.2 A reference to a party includes its personal representatives, successors and permitted assigns.</p> <p>1.2.3 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.</p> <p>1.2.4 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.</p> <p>1.2.5 A reference to writing or written includes fax and email.</p> <p>2. BASIS OF CONTRACT</p> <p>2.1 The Supplier can be contacted by telephoning its service team on 01394 421321 or 07827 018 439 or by writing to us at Building 62 Bentwaters Park, Woodbridge IP12 2TW or by email to info@gilesplumbingandheating.co.uk.</p> <p>2.2 Upon request for the supply of Goods and/or Services the Supplier shall issue a Quotation.</p> <p>2.3 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions and the Quotation.</p> <p>2.4 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date).</p> <p>2.5 The Supplier reserves the right to refuse or decline the supply of any Goods and/or Services at its own discretion.</p> <p>2.6 The Supplier reserves the right to revise the Order if:</p> <p>2.6.1 it materialises that further works need to be carried out or further Goods supplied which were not anticipated when the original Order;</p> <p>2.6.2 the Customer instructs the Supplier to supply any further Goods and/or Services that have not been set out in the Order.</p> <p>2.7 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the</p>



- Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
- 2.8 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.9 Any Quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 7 Business Days from its date of issue.
- 2.10 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- 3. SUPPLY OF GOODS AND SERVICES**
- 3.1 The Goods are described in the Goods Specification (as applicable).
- 3.2 The Supplier reserves the right to amend the Goods and/or Services set out in the Order if required by applicable statutory or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Goods and/or Services, and the Supplier shall notify the Customer in any such event.
- 3.3 The Supplier shall supply the Goods and/or Services to the Customer in accordance with the Order in all material respects.
- 3.4 The Supplier shall use all reasonable endeavours to meet any performance dates as agreed with the Customer in writing but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.5 The Supplier shall use all reasonable endeavours to meet any performance dates for the supply of the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 3.6 The Supplier shall supply the Goods and/or Services using reasonable care and skill.
- 4. SUPPLIER'S WARRANTY AND DEFECTS**
- 4.1 The Customer must notify the Supplier in writing, within the Warranty Period of any defects in the Goods and/or Services arising pursuant to clause 4.2.
- 4.2 The Supplier warrants that on delivery and for a period of 12 months from the date of delivery (**Warranty Period**) the Services shall conform with their description and shall be free from material defects in workmanship. Any parts, equipment, components, Deliverables or Goods supplied by the Supplier will be covered by their respective manufacturer's warranty.
- 4.3 Subject to clause 4.4 and 4.5, the Supplier shall, at its option, repair or replace the defective Goods or Services, or refund the price of the defective Goods or Services in full if:
- 4.3.1 the Customer gives notice in writing during the Warranty Period within a reasonable time of discovery that some or all of the Goods or Services do not comply with the warranty set out in clause 4.2;
- 4.3.2 the Supplier or its insurer is given a reasonable opportunity of examining such Goods or Services. Any inspection shall be limited to Goods and Services supplied by the Supplier only; and
- 4.3.3 the Customer shall co-operate with the Supplier should the Supplier need to collect any defective Goods from the Customer's premises.
- 4.4 The Supplier shall not be liable for the Goods' or Services failure to comply with the warranty in clause 4.2 if:
- 4.4.1 it transpires after the inspection that that any alleged defect is not the result of any work or services or goods supplied by the Supplier. In such instance the Supplier reserves the right to charge the Customer for the inspection costs at its standard rates in force at that time;
- 4.4.2 the Customer makes any further use of such Goods or the Deliverables after giving notice in accordance with clause 4.2;
- 4.4.3 the defect arises because the Customer failed to follow the Supplier's or the manufacturer's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods, Deliverables or (if there are none) good trade practice;
- 4.4.4 the defect arises as a result of the Supplier following any drawing, design or Goods Specification or Service Specification supplied by the Customer;
- 4.4.5 the defect arises from the misuse, wilful act or faulty workmanship by the Customer or any other third party working for or under the direction of the Customer.
- 4.4.6 the Customer alters or repairs such Goods or the Services without the written consent of the Supplier;
- 4.4.7 the defect arises as a result of fair wear and tear, wilful damage, negligence or abnormal working conditions; or
- 4.4.8 the Goods or Services differ from their description or as a result of the changes made to ensure they comply with



- applicable statutory or regulatory standards.
- 4.5 In addition to the items set out in clause 4.4 above, the following exclusions shall apply to the warranty set out in clause 4.2:
- 4.5.1 any parts or materials supplied by the Supplier will only be provided with the manufacturers or suppliers guarantee, and are not guaranteed by the Supplier.
- 4.5.2 any systems or structures which have not been installed by the Supplier;
- 4.5.3 any structural defects, such as but not limited to subsidence and its resultant effect; and
- 4.5.4 any damage to any drainage systems caused by any outside force or root penetration.
- 4.6 Except as provided in clause 4.3, the Supplier shall have no liability to the Customer in respect of the Goods' or Services failure to comply with the warranty set out in clause 4.2.
- 4.7 The terms of these Conditions shall apply to any repaired or replacement Goods or Services supplied by the Supplier.
- 5. DELIVERY OF GOODS**
- 5.1 The Supplier shall ensure that:
- 5.1.1 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- 5.1.2 it states clearly on the delivery note any requirement for the Customer to return any packaging material to the Supplier. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.
- 5.2 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready.
- 5.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 5.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 5.5 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 5.6 If the Customer fails to take delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:
- 5.6.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Supplier notified the Customer that the Goods were ready; and
- 5.6.2 the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 5.7 If ten Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 5.8 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 6. TITLE AND RISK**
- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has



become due, in which case title to the Goods shall pass at the time of payment of all such sums.

7. CUSTOMER'S OBLIGATIONS

- 7.1 The Customer shall:
- 7.1.1 ensure that the terms of the Order and any information it provides in connection with the specification of the Services and/or Goods are complete and accurate;
 - 7.1.2 co-operate with the Supplier in all matters relating to the Goods and the Services;
 - 7.1.3 provide the Supplier, its employees, agents, consultants and subcontractors, with clear access to the Customer's premises as required by the Supplier to provide the Services and will make all necessary arrangements with the proper persons / authorities for any traffic controls and signals required in connection with the carrying out of the Services;
 - 7.1.4 obtain permission for the Supplier to access any neighbouring property as required. The Customer shall indemnify the Supplier against any claims from neighbouring properties arising as a result of its access pursuant to this clause;
 - 7.1.5 provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - 7.1.6 prepare the Customer's premises for the supply of the Services, including, without limitation, to ensure that it is a safe environment for the Supplier to work;
 - 7.1.7 obtain and maintain all necessary licences, permissions, planning permissions and consents which may be required for the Services before the date on which the Services are to start including, without limitation, any applicable consents for any required owner / landlord / agent / organisation and/or planning authority. The Supplier will not be responsible for any damage to the property (such as fixings, holes etc.) if any of these consents etc. have not been obtained, and in the event of equipment supplied or installed requiring removing or re-positioning, extra charges will be incurred;
 - 7.1.8 comply with all applicable laws, including health and safety laws (as applicable);
 - 7.1.9 keep all materials, equipment, documents and other property of the Supplier

(**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation;

- 7.1.10 comply with any additional obligations as set out in the Order.
- 7.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (including, without limitation obtaining any required consents or permissions) (**Customer Default**):
- 7.2.1 without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
 - 7.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 7.2; and
 - 7.2.3 the Customer shall reimburse the Supplier on written demand for any reasonable costs or losses sustained or incurred by the Supplier arising directly from the Customer Default.
- 7.3 The Supplier is not responsible for the removal of any waste materials.
- 7.4 The Supplier cannot guarantee to clear blockages occurring within frozen pipes or drainage systems.
- ## 8. CHARGES AND PAYMENT
- 8.1 The price for Goods:
- 8.1.1 shall be the price set out in the Order; and
 - 8.1.2 shall be inclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be invoiced to the Customer.
- 8.2 The charges for Services shall be calculated on a time and materials basis:
- 8.2.1 the charges shall be calculated in accordance with the Supplier's daily fee rates, as set out in the Order;



- 8.2.2 the Supplier's daily fee rates for each individual person are calculated on the basis of an eight-hour day from 8.00 am to 5.00 pm worked on Business Days;
- 8.2.3 the Supplier shall be entitled to charge an overtime rate of 50% of the daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 8.2.2; and
- 8.2.4 the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.
- 8.3 The Supplier reserves the right to:
- 8.3.1 increase the price of the Goods or Services, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:
- 8.3.1.1 any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- 8.3.1.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, Services to be supplied, or the Goods Specification or the Services specification; or
- 8.3.1.3 any delay caused by any instructions of the Customer in respect of the Goods or the Services or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods or Services.
- 8.4 The Supplier shall invoice the Customer on completion of the supply of the Services and/or the supply of the Goods.
- 8.5 The Customer shall pay each invoice submitted by the Supplier:
- 8.5.1 within 7 days of the date of the invoice or in accordance with any credit terms agreed by the Supplier and confirmed in writing to the Customer; and
- 8.5.2 in full and in cleared funds to a bank account nominated in writing by the Supplier, and
- 8.5.3 time for payment shall be of the essence of the Contract.
- 8.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 8.7 Where the Customer is represented by a third party person(s) or agent(s) (such as a managing agent, landlord, tenant or other occupier, friend, family, contractor or other representative), in the event of non-payment by the Customer, the third party will be responsible for full payment unless the Supplier has agreed otherwise in writing prior to any works commencing.
- 8.8 The Supplier will be under no obligation to provide or issue any guarantees, certificates or other similar documents to the Customer for the Services carried out or Goods supplied, unless payment has been made and received in full.
- 8.9 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 14 (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.9 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 8.10 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- [Where any Services provided by the Supplier are subject to snagging, the Customer agrees to make payment of 95% of the total invoice amount immediately following completion of Services. The Customer must then provide the Supplier access without delay to allow the snagging to be finalised and completed. Payment for the remaining 5% balance will be due following completion of the snagging by the Supplier, or within 30 days of the invoice date should access not be made available – whichever is sooner.



9. INTELLECTUAL PROPERTY RIGHTS

9.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.

10. DATA PROTECTION

10.1 The Supplier will use any personal information the Customer provides to:

- 10.1.1 provide the Goods and Services;
- 10.1.2 to process the payment of the Goods and Services; and
- 10.1.3 inform the Customer about similar services that it provides, but the Customer may stop receiving these at any time by contacting the Supplier in accordance with clause 2.1.

10.2 Further details of how we will process personal information are set out in <https://www.gilesplumbingandheating.co.uk>.

10.3 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 10 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 10, **Applicable Laws** means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

10.4 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and the Supplier is the processor.

10.5 Without prejudice to the generality of clause 10.3, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of the Contract.

10.6 Without prejudice to the generality of clause 10.3, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under the Contract:

10.6.1 process that personal data only on the documented written instructions of the Customer unless the Supplier is required by Applicable Laws to otherwise process that personal data. Where the Supplier is relying on Applicable Laws as the basis for processing personal data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those

Applicable Laws prohibit the Supplier from so notifying the Customer;

10.6.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

10.6.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and

10.6.4 not transfer any personal data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

10.6.4.1 the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;

10.6.4.2 the data subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;

10.6.4.3 the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and

10.6.4.4 the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;

10.6.5 assist the Customer, at the Customer's cost, in responding to any request from a



data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

10.6.6 notify the Customer without undue delay on becoming aware of a personal data breach;

10.6.7 at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the Contract unless required by Applicable Law to store the personal data; and

10.6.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 10 and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

10.7 The Customer does not consent to the Supplier appointing any third party processor of personal data under the Contract.

10.8 Either party may, at any time on not less than 30 days' notice, revise this clause 10 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

11. CONFIDENTIALITY

11.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.2.

11.2 Each party may disclose the other party's confidential information:

11.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11; and

11.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

12. THE SUPPLIER'S LIABILITY IF THE CUSTOMER IS A CONSUMER

This clause 12 only applies if the Customer is a consumer.

12.1 The Supplier is responsible to the Customer for foreseeable loss and damage caused by it. If the Supplier fails to comply with these Conditions, the Supplier is responsible for loss or damage the Customer suffers that is a foreseeable result of the Supplier breaking this Contract or the Supplier failing to use reasonable care and skill, but the Supplier is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both the Supplier and the Customer knew it might happen.

12.2 The Supplier does not exclude or limit in any way its liability to the Customer where it would be unlawful to do so. This includes liability for death or personal injury caused by the Supplier's negligence or the negligence of its employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of the Customer's legal rights in relation to the Goods and/or Services as summarised at clause 12.4 including the right to receive the Goods and/or Services which are as described and supplied with reasonable skill and care.

12.3 The Supplier is not liable for business losses. The Supplier only supplies the Goods and Services for domestic and private use. If you use the Services for any commercial, business or re-sale purpose the Supplier will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. Please see clause 14.

12.4 Summary of your legal rights. See the box below for a summary of the Customer's key legal rights in relation to the Goods and Services. Nothing in these terms will affect your legal rights.

<p>Summary of your key legal rights</p> <p>This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.</p> <p>The Consumer Rights Act 2015 says:</p> <p>If your product is goods, goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:</p> <p>a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.</p> <p>b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.</p> <p>c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.</p>



For services, you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
 if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
 if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

12.5 This clause 12 will survive termination of the Contract.

13. LIMITATION OF LIABILITY IF YOU ARE A BUSINESS

This clause 13 only applies if the Customer is a business.

13.1 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- 13.1.1 death or personal injury caused by negligence;
- 13.1.2 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; and
- 13.1.3 fraud or fraudulent misrepresentation.

13.2 Subject to clause 13.1, the Supplier will not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of use or corruption of software, data or information; (vi) loss of or damage to goodwill; and (vii) any indirect or consequential loss.

13.3 Subject to clause 13.1, the Supplier's total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to the total price paid for any Goods or Services supplied in the 12 month period immediately preceding the month in which the liability arises.

13.4 Except to the extent expressly stated in clause 13.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

13.5 Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 3 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

13.6 This clause 13 will survive termination of the Contract.

14. TERMINATION

This clause 14 only applies if the Customer is a business.

14.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party three months' written notice.

14.2 Without limiting any of the Supplier's other rights, the Supplier may suspend the performance of the supply of Goods or Services, or terminate the Contract with immediate effect by giving written notice to the Customer if the Customer:

- 14.2.1 commits a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 14 days of the Customer being notified in writing to do so;
- 14.2.2 fails to pay any amount due under the Contract on the due date for payment;
- 14.2.3 takes any step or action in connection with the Customer entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 14.2.4 suspends, threatens to suspend, ceases or threaten to cease to carry on all or a substantial part of its business; or
- 14.2.5 financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

14.3 Termination of the Contract will not affect the Customer's or the Supplier's rights and remedies that have accrued as at termination.

14.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

15. THE CUSTOMER'S RIGHTS TO END THE CONTRACT

This clause 15 only applies if the Customer is a consumer.

15.1 The Customer's rights to end the Contract will depend on what you have bought, whether there



- is anything wrong with it, how the Supplier is performing, when the Customer decides to end the Contract and whether you are a consumer or business customer:
- 15.1.1 if what the Customer has bought is faulty or mis-described the Customer may have a legal right to end the Contract (or to get the Goods repaired or replaced or a Service re-performed or to get some or all of your money back), see clause 4;
 - 15.1.2 if the Customer wants to end the Contract because of something the Supplier has done or has told you it is going to do, see clause 15.3;
 - 15.1.3 If the Customer is a consumer and has just changed its mind about the Goods / Services, see clause 15.3. The Customer may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and the Customer will have to pay the costs of return of any Goods subject to clause 17.3; and
 - 15.1.4 in all other cases (if the Supplier is not at fault and is not a consumer exercising your right to change your mind), see clause 14.
- 15.2 If you are ending the Contract for a reason set out in 15.2.1 to 15.2.3 below the Contract will end immediately. The relevant reasons are:
- 15.2.1 the Supplier has told the Customer about an upcoming change to the Goods or the Services or these Conditions which the Customer does not agree to;
 - 15.2.2 the Services have been significantly delayed because of an Force Majeure Event in accordance with clause 18;
 - 15.2.3 the Customer has a legal right to end the Contract because of something the Supplier has done wrong.
- 15.3 If the Customer is not ending the Contract for one of the reasons set out in clause 15.2, the Contract will end immediately but the Supplier may charge the Customer reasonable compensation for the net costs the Supplier will incur as a result of the Customer ending the Contract.
- 15.4 The Customer's right as a consumer to change its mind does not apply in respect of:
- 15.4.1 services, once these have been completed, even if the cancellation period is still running;
 - 15.4.2 products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
 - 15.4.3 any products which become mixed inseparably with other items after their delivery.
- 15.5 If the Customer is a consumer then for most products bought at a distance, the Customer has a legal right to change its mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these Conditions.
- 15.6 If you are a consumer how long you have to change your mind depends on what you have ordered and how it is delivered.
- 15.7 If the Customer has bought:
- 15.7.1 Services it has 14 days after the day the Supplier confirms acceptance of the Customer's Order, where the Order is placed at a distance, e.g. by telephone or email or off of the Supplier's premises. However, once the supplier has completed the Services the Customer cannot change its mind, even if the period is still running. If the Customer cancels after the Supplier has started the Services, the Customer must pay the Supplier for the Services provided up until the time the Customer tells the Supplier that the Customer has changed its mind.
 - 15.7.2 Goods, it has 14 days after the day the Customer (or someone the Customer nominates) receives the Goods, unless the Customer's Goods are split into several deliveries over different days. In this case the Customer has until 14 days after the day the Customer (or someone the Customer nominates) receives the last delivery.
- 16. OUR RIGHTS TO END THE CONTRACT**
This clause 16 only applies if the Customer is a consumer.
- 16.1 The Supplier may end the Contract at any time by writing to the Customer if:
- 16.1.1 the Customer does not make any payment when it is due and the Customer still does not make payment within 14 days of the Supplier reminding you that payment is due;
 - 16.1.2 the Customer does not, within a reasonable time of the Supplier asking for it, provide the Supplier with information that is necessary for the Supplier to provide the Goods or Services;
 - 16.1.3 the Customer commits a material breach of these Conditions.
- 16.2 If the Supplier ends the Contract in the situations set out in clause 16.1, the Supplier will refund any money the Customer has paid in advance for the Goods or Services which the Supplier has not provided but the Supplier may deduct or charge reasonable compensation for the net costs the



- Supplier will incur as a result of the Customer breaking the contract.
- 16.3 The Supplier may write to the Customer to let the Customer know that the Supplier is going to stop providing the Goods and / or Services. The Supplier will let the Customer know at least 7 days in advance of our stopping the supply of Goods or Services.
- 17. CONSEQUENCES OF TERMINATION**
- 17.1 Subject to clause 17, on termination of the Contract:
- 17.1.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 17.1.2 the Customer shall return all of the Supplier Materials and any Deliverables or Goods which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.
- 17.2 If the Customer ends the Contract for any reason after the Goods have been received by the Customer, the Customer must return them to the Supplier. The Customer must post them back to us the Supplier or (if they are not suitable for posting) allow the Supplier to collect them from the Customer. Please call customer services as set out in clause 2.1 to arrange return. If you are a consumer exercising your right to change your mind you must send off the Goods within 14 days of telling the Supplier you wish to end the Contract.
- 17.3 The Supplier will pay the costs of return:
- 17.3.1 if the Goods are faulty or mis-described;
- 17.3.2 if the Customer is ending the Contract because the Supplier has told the Customer of an upcoming change to the Goods or Services or these Conditions, an error in pricing or description, a delay in delivery due to events outside the Supplier's control or because the Customer has a legal right to do so as a result of something the Supplier has done wrong.
- In all other circumstances the Customer must pay the costs of return.
- 17.4 If the Customer is entitled to a refund under these Conditions the Supplier will refund the Customer the price you paid for the Goods, by the method the Customer used for payment. However, the Supplier may make deductions from the price, as described clause 17.5.
- 17.5 If the Customer is exercising its right to change its mind:
- 17.5.1 the Supplier may reduce the Customer's refund of the price (excluding delivery costs) to reflect any reduction in the value of the Goods, if this has been caused by the Customer's handling them in a way which would not be permitted in a shop. If the Supplier refunds the Customer the price paid before the Supplier is able to inspect the Goods and later discovers the Customer has handled them in an unacceptable way, the Customer must pay the Supplier an appropriate amount.
- 17.5.2 for any Services supplied, the Supplier may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when the Customer told the Supplier it had changed its mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the Contract.
- 17.6 Any refunds will be repaid as soon as possible. If you are a consumer exercising your right to change your mind then:
- 17.6.1 if the products are Goods and the Supplier has not offered to collect them, the Customer's refund will be made within 14 days from the day on which the Supplier receives the Goods back from the Customer or, if earlier, the day on which the Customer provides the Supplier with evidence that the Customer has sent the Goods back to the Supplier.
- 17.6.2 In all other cases, the Customer's refund will be made within 14 days of the Customer telling the Supplier that the Customer has changed its mind.
- 17.7 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 17.8 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.



18. FORCE MAJEURE

Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**).

19. GENERAL

19.1 Assignment and other dealings

19.1.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

19.1.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

19.2 Notices.

19.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:

19.2.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business or to the address set out in the Order; or

19.2.1.2 sent by email to the address specified in the Order for the Customer and to the following email address for the Supplier info@gilesplumbingandheating.co.uk.

19.2.2 Any notice or communication shall be deemed to have been received:

19.2.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

19.2.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

19.2.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 19.2.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a

public holiday in the place of receipt.

19.2.3 This clause 19.2 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19.3 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 19.3 shall not affect the validity and enforceability of the rest of the Contract.

19.4 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

19.5 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

19.5.1 Entire agreement - if you are a business Customer.

19.5.2 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.5.3 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.



G I L E S



- 19.5.4 Nothing in this clause shall limit or exclude any liability for fraud.
- 19.6 Third party rights. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 19.7 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 19.8 Governing law. The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 19.9 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.



G I L E S



SCHEDULE

MODEL CANCELLATION FORM FOR CONSUMER CUSTOMERS

(Complete and return this form only if you wish to withdraw from the contract)

To:

GILES PLUMBING AND HEATING LTD
Building 62, Bentwaters Parks,
Rendlesham
Suffolk
IP12 2TW

Tel: 01394 421321 / 07828 018439

Email: info@gilesplumbingandheating.co.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

© Crown copyright 2013.