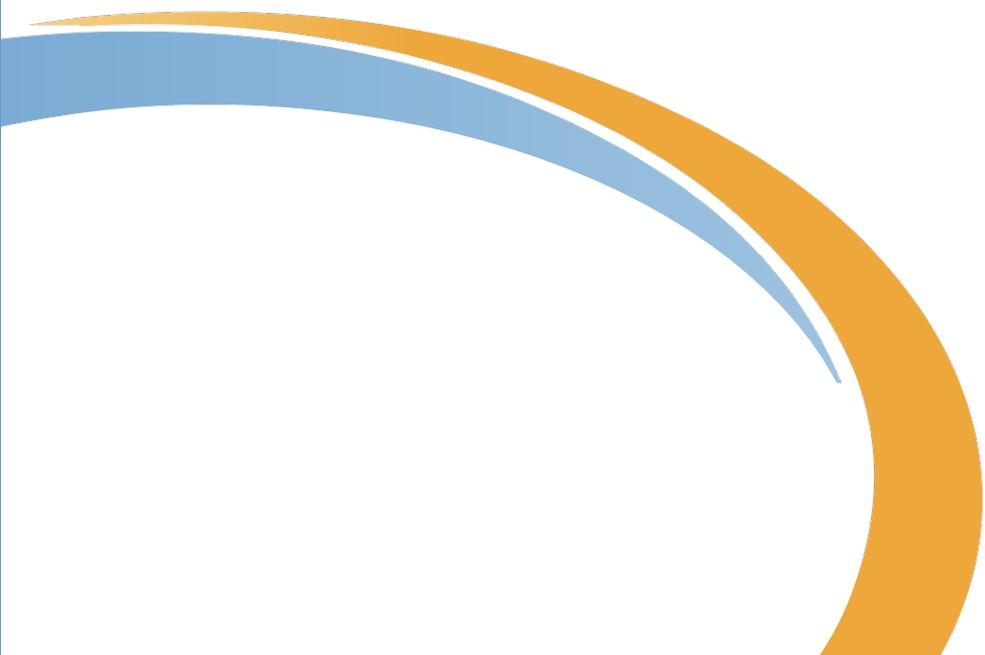


**D.P.B PLUMBING &
HEATING ENGINEERS**
TERMS &
CONDITIONS

APPLICATION AND ENTIRE AGREEMENT

1. These Terms and Conditions apply to the provision of services provided by D.P.B Plumbing and heating engineers Ltd a company registered in England and Wales under number 331835609 whose registered office at 2 Acomb Court, Front Street, Acomb, York, North Yorkshire, YO24 3BJ (we or us or service provider) to the person buying the services (you or customer).
2. You are deemed to have accepted these Terms and Conditions when you accept our quotation or from the date of any performance of the services (which ever happens earlier) and these Terms and Conditions (the contract) are the entire agreement between us.
3. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These conditions apply to the contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

INTERPRETATION

4. A “business day” means any other day other than a Saturday, Sunday or bank holiday in England and Wales, Our standard working hours are between the hours of 7am and 6pm Monday to Friday and 7am to 12 noon on a Saturday, any services required outside these hours will be subject to our out of hours pricing charges.
 5. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
 6. Words imparting the singular number shall include the plural and vice-versa.
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SERVICES

7. We warrant that we will use reasonable care and skill in our performance of the services which will comply with the quotation, including any specification in all material respects. We can make any changes to the services which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.

8. We will use our reasonable endeavours to complete the performance of the services within the time agreed or as set out in the quotation, however, time shall not be of the essence in the performance of our obligations.

9. All of these Terms and Conditions apply to the supply of any goods as well as services unless we specify otherwise.



YOUR OBLIGATIONS

10. You must obtain any permissions, consents, licences or otherwise that we need and must give us with access to any and all relevant information, materials, properties and any other matters which we need to provide the services.

11. If you do not comply with clause 10, we can terminate the services.

12. We are not liable for any delay or failure to provide the services if this is caused by your failure to comply with the provisions of this section (Your obligations).

FEES AND DEPOSIT

13. The fees (Fees) for the services are set out in the quotation, email or verbal agreement.

14. Works carried out on a fixed price quotation which have been agreed before the works commence will be invoiced at the amount quoted on completion and will not be subject to a breakdown of costings. We can provide a breakdown of costings before the works commence during the quotation period only. Our charges are clearly displayed on our quotation to which you have accepted before we undertake any works.

15. Works carried out on a time and materials basis which normally apply to smaller works and services required under 4 hours labour time will be charged at our standard hourly rate and materials charged at trade price plus 25% mark up plus vat.

16. In addition to the fees, we can recover from you) a reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, b) the cost of services provided by third parties and required by us for the performance of the services, and c) the cost of any materials required for the provision of the services.

17. You must pay us for any additional services provided by us that are not specified in the quotation in accordance with our current charges, we will inform you of any additional costings before proceeding. The provision of clause 16 also apply to these additional services.

18. The fees are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

19. We can at our discretion request a deposit payment for any works up to the value of 50% of our quotation which must be paid within 30 days of accepting our quotation or on the day the works commence. We will inform you if we require a deposit payment.

20. If you do not pay the deposit payment to us according to the clause above, we can either withhold provision of the services until the deposit is received or can terminate under the clause below (Termination).

21. The deposit payment is not refundable in full unless we fail to provide the services and are at fault for such failure, if you cancel before the works commence we will refund 35% of the deposit total, a 15% cancellation charge will be applicable. No refund will be made if the works are cancelled on the day the works are due to commence.

CANCELLATION AND AMENDMENT

22. We can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the services have not started, within a period of 30 days from the date of the quotation, (unless the quotation has been withdrawn).

23. Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.

24. If you want to amend any details of the services you must tell us as soon as possible either via email or in writing. We will use reasonable endeavours to make any required changes and additional costs will be included in the fees invoiced to you.

25. If, due to circumstances beyond our control, including those set out in the clause below (Circumstances beyond a party's control), we have to make any change in the services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such change to a minimum.



PAYMENT

26. We will invoice you for the payment of the Fees either:

- a. When we have completed the services; or
- b. On the invoice dates set out in the quotation.

27. You must pay us the Fees due within the payment terms set out on our invoice or otherwise in accordance with any credit terms agreed between us.

28. Time for payment shall be the essence of the contract.

29. We may and at our discretion charge a late payment fee on any overdue invoice should the payment not be made in time within the agreed timescale either from the quotation or from the invoice raised in line with The Late Payment of Commercial Debts (Interest) Act 1998 [1] is an Act of the United Kingdom Parliament enabling businesses to charge other business customers interest on overdue accounts and to obtain compensation. The Act extends to England, Scotland and Northern Ireland.

30. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against each other in order to justify withholding payment of any such amount in whole or in part.

31. If you do not pay within the period set out above, we can suspend any further provision of the services and cancel any future services which have been ordered by, or otherwise arranged with you.

32. Receipts for payments made will only be issued by us at your request.

33. All payments must be made in British Pounds unless otherwise agreed in writing with us.

34. Once a quotation has been accepted by a third party person or managing agent acting on behalf of the owner of the property and where we have had no contact with the owner, by authorising for us to undertake any works, In the event of none payment from the owner you accept full liability for the debt to be recovered.



SUB-CONTRACTING AND ASSIGNMENT

35. We can at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights with these Terms and Conditions and can sub-contract or delegate in any manner any or all of our obligations to any third party.

36. You must not, without our written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.

TERMINATION

37. We can terminate the provision of the services immediately if you:

- a. Commit a material breach of your obligations under these Terms and Conditions; or
- b. Fail to make pay any amount due under the contract on the due date for payment; or
- c. Are or become or, in our reasonable opinion, are about to become, the subject of bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor;

or

d. Enter into a voluntary agreement under part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or

e. Convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator, or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of the administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.



INTELLECTUAL PROPERTY

38. We reserve all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

LIABILITY AND INDEMNITY

39. Our liability under these terms and conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this section.

40. The total amount of our liability is limited to the total amount of fees payable under your contract.

41. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the services or the performance of any of our other obligations under these Terms and Conditions or the quotation for:

a. Any direct, special or consequential loss, damage, costs, or expenses,

or;

b. Any loss of profits, loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or

c. Any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control;

or

d. Any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or

Any losses arising directly or indirectly from the choice of services and how they will meet your requirements or your use of the services or any goods supplied in connection with the services.

42. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including those belonging to third parties) caused by you or your agents or employees.

43. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.



DATA PROTECTION

44. When supplying the services to the customer, the service provider may gain access to and/or acquire the ability to transfer, store or process personal data of employees to the customer.

45. The parties agree that where such processing of personal data takes place, the customer shall be the 'data controller' and the service provider shall be the 'data processor' as defined in the general data protection regulation (GDPR) as may be amended, extended and/or re-enacted from time to time.

46. For the avoidance of doubt, 'personal data', 'processing', 'data controller', 'data processor' and 'data subject' shall have the same meaning as GDPR.

47. The service provider shall only process personal data to the extent reasonably required to enable it to supply the services as mentioned in these terms and conditions or as requested by and agreed with the customer, shall not retain any personal data longer than necessary for the processing and refrain from processing any personal data for its own or any third party purposes.

48. The service provider shall not disclose personal data to any third parties other than employees, directors, agents, sub-contractors or advisors on a strict need to know basis and only under the same (or more extensive) conditions as

set out in these terms and conditions or to the extent required by applicable legislation and/or regulations.

49. The provider shall implement and maintain technical and organisational security measures as are required to protect personal data processed by the service provider on behalf of the customer.

50. Further information about the service providers approach to data protection are specified in its Data Protection Policy, which can be found on our website www.dpbplumbing.co.uk . For any enquiries or complaints regarding Data Privacy you can email info@dpbplumbing.co.uk

CIRCUMSTANCES BEYOND A PARTY'S CONTROL

51. Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such clauses include, but are not limited to: industrial action, civil unrest, fire, flood, storms, earthquakes, act of terrorism, acts of war, governmental action or any other event that is beyond control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the services to be carried out under these Terms and Conditions.

COMMUNICATIONS

52. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

53. Notices shall be deemed to have been duly given:

- a. When delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
- b. When sent, if transmitted by fax or email and a successful transmission report or return is generated;
- c. On the fifth business day following mailing, if mailed by national ordinary mail; or
- d. On the tenth business day following mailing, if mailed by airmail.

54. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

NO WAIVER

55. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

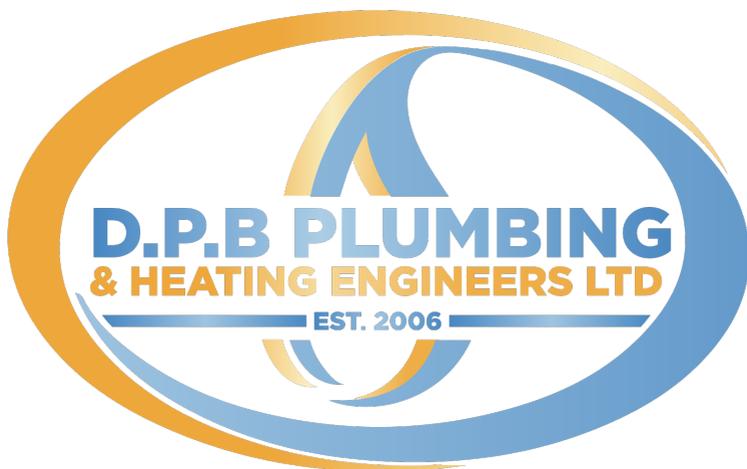
SEVERANCE

56. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, That/those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

LAW AND JURISDICTION

57. This agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.





Contact us today

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