

Jon Kitchen - Plumbers: Terms and Conditions of Business.

1	DEFINITIONS
1.1	Seller/Firm: means the Firm of Jon Kitchen & Partners of 1 Maple Avenue, Poynton. SK12 1PR.
1.2	Buyer/Customer: means the individual, couple, partnership, or organisation who orders, buys, agrees to buy, or instructs the Seller to install or provide the Goods and/or Services, whether verbally or in writing or text message;
1.3	Contract: means the contract between the Seller and the Buyer for the sale and purchase of Goods and/or Services incorporating these Terms & Conditions;
1.4	Goods: means the Articles or Services the Buyer agrees to buy from the Seller.
1.5	Services: means the Installation or Servicing Works undertaken by the Seller.
1.6	Terms & Conditions (or T&C's): means the Terms and Conditions of Sale set out in this agreement and any special Terms and Conditions agreed to in writing by the Seller with the Buyer;
1.7	Website: means the Firm Website: www.poyntonplumbers.co.uk
1.8	E&OE: Means errors and omissions are expressly excepted.
2	CONDITIONS
2.1	Nothing in these Terms & Conditions shall affect the Buyer's statutory rights as a Consumer.
2.2	These Terms & Conditions shall apply to all orders received, verbal or in writing, constituting a contract for the Sale of Goods and/or Services by the Seller to the Buyer and shall prevail over any other documentation or communication from the Buyer.
2.3	Acceptance of delivery and commencement of installation of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Terms & Conditions.
2.4	Any variation to these Terms & Conditions shall only be applicable if confirmed in writing to the Buyer by the Seller.
2.5	Any complaints should be sent post-haste to the Seller's address stated in clause 1.1 above.
3	ORDERING
3.1	All orders for Goods and/or Services shall be deemed to be an offer by the Buyer to purchase the Goods and/or Services pursuant to these Terms & Conditions and are subject to acceptance by the Seller. The Seller may choose not to accept an order for any reason whatsoever.
3.2	Any order whether or not based upon an estimate or quotation shall not be binding on the Seller unless accepted in writing by the Seller.
3.3	Any representations or warranties made, implied, or given verbally by anyone on the Seller's behalf prior to acceptance of an order and not confirmed by the Seller in writing are hereby expressly excluded.
3.4	Where Goods ordered by the Buyer are not readily available from suppliers stocks the Buyer shall be given the option to either wait until the Goods are available or to cancel their order.
4	PRICES
4.1	Estimated Prices given verbally remain firm for 7 days; thereafter prices are subject to revision.
4.2	Prices given in all written estimates from the Seller remain firm for 30 days; thereafter prices are subject to revision at any time in the event of increases in cost caused by manufacturer's price increases or circumstances beyond the Seller's control. The Seller reserves the right to charge such revised prices for Goods affected by such increases.
4.3	Estimates are given in good faith; however they may be subject to change due to circumstances or conditions encountered on site, or owing to changes to the specification or scope of works made by the Buyer. The need for revisions in prices will be notified to the Buyer verbally as soon as practicable immediately such circumstances are encountered or become apparent.
4.4	All charges for works by the Firm are based on time spent and the costs of materials used.
4.5	Errors and omissions are expressly excepted.
5	DELIVERY, INSTALLATION, & TITLE in the GOODS
5.1	Delivery, start, or completion dates are estimates only. Where a specific delivery or completion date has been indicated or agreement implied, and where this date cannot be met, the Buyer will be notified and given the opportunity to agree a new date.
5.2	The Seller shall use its reasonable endeavours to meet any date indicated for delivery and/or installation. In any event a time of delivery or completion of an Installation shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses, whether consequential or otherwise incurred by the Buyer or any third party arising directly or indirectly out of any failure to meet any estimated date or dates.
5.3	Delivery of the Goods shall be made to the Buyer's specified address and the Buyer shall make all arrangements necessary to take delivery of the Goods.
5.4	Risk in the Goods shall pass to the Buyer at the time of delivery to the Buyers premises, or upon installation of the goods.
5.5	Ownership Title in the Goods delivered, supplied, and/or fitted by the Seller shall remain with the Seller, and shall not pass to the Buyer until payment has been made in full.
6	PAYMENT
6.1	Payment for Goods or Services shall be made by the Buyer within the time-frames specified for payment by the Seller; as detailed in clauses 6.2 to 6.4 of these Terms and Conditions, either by BACS, Direct Bank Transfer, Cash, or Card Payment.
6.2	Small jobs taking 1 day or less; payment is due on completion of the works.
6.3	Medium sized jobs/projects taking 2 to 7 days; a deposit will be required to cover the costs of materials, plus the balance is payable on completion.
6.4	Larger jobs/projects taking 7 days or more; a deposit will be required to cover the costs of materials, interim payments must be made weekly, plus the balance is payable on completion.
6.5	If payment is overdue in whole or in part for any reason whatsoever then the Seller shall at any time during usual office hours or at any time in case of emergency be entitled to attend at the Buyer's premises and remove the Goods previously delivered or fitted.
6.6	The Seller shall be entitled to charge interest on overdue payments at a rate of 5% per annum above the base rate of the Barclays Bank from time to time in force. Said interest shall be chargeable from the date when payment becomes due until the date full payment is received.

6.7	In the event of the Buyer suffering any distress or execution to be levied against them or entering into any arrangement with their creditors or (being an individual) becoming subject to the bankruptcy laws or (being a company) entering into liquidation otherwise than for the purpose of amalgamation or reconstruction or having a receiver appointed of the whole or any part of their assets, the Seller shall be entitled to cancel the contract by notice in writing to the Buyer without prejudice to its rights to payment for Goods delivered and for work undertaken and expenses incurred in connection with undelivered Goods or Services which shall become immediately due and payable on demand.
7	RIGHTS OF THE SELLER
7.1	The Seller reserves the right to update the prices on estimates after a period of 30 days has expired, to reflect any increases in Manufacturers cost prices.
7.2	The Seller shall make every effort to ensure prices are correct and known to the Buyer at the point at which the Buyer places an order.
7.3	The Seller reserves the right to withdraw any Goods and/or Services from sale at any time.
7.4	The Seller shall not be liable to anyone in any way for withdrawing any Goods and/or Services or for refusing to process an order.
8	WARRANTY / GUARANTEE
8.1	The Seller Guarantees the Craftmanship provided for the Installation of Goods for a period of twelve months from the date of Installation.
8.2	The Seller will at its discretion repair or replace any Goods or part thereof in respect of which any defects arise or exist solely from faulty materials or workmanship which are notified to the Seller in writing within twelve months of the date of delivery or installation, provided said Goods were supplied by the Seller, and provided as follows in Clauses 8.3 to 8.7 :~
8.3	In the case of defects which would have been apparent to the Buyer on reasonable examination of the Goods on delivery or completion of the Installation the Buyer shall notify the Seller of the defects in writing within seven days of the date of delivery or installation thereof.
8.4	The Buyer shall inspect all Goods Supplied immediately upon receipt or installation and shall notify the Seller within seven days if the Goods are damaged or Goods and/or Services do not comply with any of the Contract. If the Buyer fails to do so the Buyer shall be deemed to have accepted the Goods and/or Services.
8.5	Where Goods are found to be damaged due to the Buyer's fault, negligence, or misuse the Buyer will be liable for the cost of remedying such damage.
8.6	Should a defect occur on Goods installed by the Seller which were sourced and provided by the Buyer then the Buyer shall be responsible for making arrangements with the supplier to provide replacement goods and for the Labour costs of removing and re-installing such faulty goods.
8.7	All claims under Warranty / Guarantee must be notified to the Seller by the Buyer immediately any defect becomes apparent. Such claims must be notified to the Seller via telephone and confirmed in writing by letter or email to jon@poyntonplumbers.co.uk
9	LIMITATION OF LIABILITY
9.1	Except as may be implied by law where the Buyer is dealing as a Consumer, in the event of any breach of these Terms & Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the price of the Goods and/or Services.
9.2	The Seller shall under no circumstances be liable for any indirect, incidental, or consequential loss or damage whatsoever, other than by the negligence of the Firm or its Employees.
9.3	No Contracts will be entered into, accepted, or agreed to under any circumstances which include Unlimited Liability Damages.
10	WAIVER
	No waiver by the Seller (whether expressed or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.
11	FORCE MAJEURE
11.1	The Seller shall not be liable for any loss or consequential liability, delay or failure to perform any of its obligations resulting from events or circumstances outside its reasonable control, including but not limited to, acts of God, strikes, lockouts, accidents, war, fire, failure of any communications, telecommunications or computer system, breakdown of plant or machinery or shortage of materials, and the Seller shall be entitled to a reasonable extension of its obligations.
12	CHANGES and SEVERANCE
12.1	The Seller shall be entitled to alter these Terms & Conditions at any time, but this right shall not affect the applicable Terms & Conditions accepted by the Buyer at the time of purchase.
12.2	If any term or provision of these Terms & Conditions is held to be invalid, illegal, or unenforceable by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms & Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.
13	GOVERNING LAW AND JURISDICTION
13.1	These Terms & Conditions shall be governed by and construed in accordance with English law and the parties hereto hereby submit to the exclusive jurisdiction of the English courts.