



STANDARD TERMS AND CONDITIONS

FOR SUPPLY OF GOODS AND SERVICES

Premier Heating (Norfolk) Ltd.

Company Number: 16173411
Registered Office: 94 Barker St, Norwich NR2 4TQ

1. DEFINITIONS

In this document the following words shall have the following meanings:

"Agreement" means these Terms and Conditions together with the terms of any applicable Quotation Document.

"Customer" means the organisation or person who purchases goods and services from the Company.

"Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable.

"Quotation Document" means the statement of work and quotation describing the goods and services to be provided by the Company and forming part of this contract.

"Instant Quotation" means a quotation given to a customer by telephone or email, including remedial works or further works following an initial diagnosis visit.

"Company" means Premier Heating (Norfolk) Ltd.

2. GENERAL

2.1 These Terms and Conditions shall apply to all contracts for the supply of goods and services by the Company to the Customer.

2.2 Before commencement of services the Company shall submit to the Customer a Quotation Document or Instant Quotation specifying the goods and services to be supplied and the price payable. The Customer shall notify the Company immediately if they do not agree with its contents.

2.3 All Quotations shall be subject to these Terms and Conditions.

2.4 The Company shall use reasonable endeavours to complete services within estimated time frames, but time shall not be of the essence.

3. PRICE

3.1 The price for goods and services shall be as set out in the Quotation Document or Instant Quotation.

3.2 The Company shall invoice the Customer.

4. PERIOD OF VALIDITY OF QUOTATION

4.1 The Quotation Document is valid for 14 days from its date.

4.2 The Company reserves the right to adjust the Quotation Document to reflect variations in labour or material costs.

5. VARIATIONS & ADDITIONAL WORK

Additional work instructed by the Customer will be charged at prevailing rates unless agreed in writing beforehand. Payment must be made upon completion.

6. OVERTIME

6.1 The quoted price assumes work during normal industry working hours.

6.2 No additional payment will be charged if engineers exceed planned working days unless previously agreed in writing in the Quotation Document.

7. PAYMENT

7.1 Payments (including final installation payments) must be made upon invoice and completion of works or in accordance with an agreed progress payment plan. If works are complete but awaiting a part, the cost of the outstanding item may be deducted until rectified.

7.2 For large works, progress payments will be agreed in writing. A 25% deposit is required at time of order. Failure to pay entitles the Company to suspend work or terminate the contract. The Customer will then be liable for:

- Value of work completed
- Value of work begun but not completed
- Cost of materials properly ordered
- Direct loss or damage caused
- Cost of passing debt to collection agencies

7.3 If payment is overdue beyond 30 calendar days:

- a) The Company may add a 20% charge and pass the account to external debt collection agents.
 - b) A daily penalty of £5 per day may be charged from invoice date.
 - c) See "Materials" paragraph.
 - d) Guarantees (including workmanship and manufacturer guarantees) may not be validated.
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8. QUERIES / COMPLAINTS PROCEDURE

8.1 Queries must be raised before payment becomes due. Complaints regarding workmanship or materials must be submitted in writing promptly.

8.2 The Company may charge incurred expenses where materials or workmanship are unreasonably reported as faulty.

9. MATERIALS

9.1 Ownership of unfixed materials does not pass until paid in full. All materials (fixed or unfixed) remain at the Customer's risk.

9.2 Replacement of damaged, destroyed or lost materials or work is chargeable.

9.3 The Customer is not responsible for loss caused solely by Company negligence.

10. GUARANTEE

10.1 The Company will repair or replace defective materials or workmanship (due to faulty manufacture or bad workmanship) within 12 months of completion.

10.2 Extended warranties are covered by manufacturers' terms. Annual servicing by an accredited Gas Safe engineer is required and chargeable. Customer-supplied materials are excluded.

10.3 The Company excludes all other warranties to the extent permitted by law and:

- Accepts no responsibility for drawings/specifications not prepared by it.
 - Is not liable for consequential loss or damage.
 - Is not liable for loss arising from early operation before handover.
 - The guarantee is not transferable.
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11. DRAWINGS

Unless expressly stated, drawings submitted with the Quotation Document are not binding as to detail.

12. THIRD PARTY LIABILITY

12.1 The Company is not liable (other than for its negligence) for claims or losses arising from use, operation or possession of the works.

12.2 This indemnity extends to legal costs.

13. COMPLIANCE WITH LAW

Acceptance of the Quotation Document confirms the Customer has complied with all applicable legal requirements and obtained necessary licences or permits.

14. COMPLETION AND DELIVERY

The Company is not liable for delays caused by labour disputes, fire, flood, theft, adverse weather, shortages, or other events beyond its control.

15. EXCLUSIONS

Unless stated, the Quotation does not include:

- Making good decorations
 - Scaffolding
 - Fuel, water, gas or electricity
 - Inspection fees
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16. DAMAGE & MAKING GOOD

16.1 Customers must remove or protect belongings in work areas.

16.2 Making good is the Customer's responsibility unless stated. Structural cuts will be made good but not permanently decorated.

17. DEFECTS

No responsibility is accepted for defects in existing systems discovered after installation.

18. EXISTING SUPPLIES & APPLIANCES

18.1 Gas, electric and water supplies are assumed compliant.

18.2 Failure to meet regulations may incur additional costs.

18.3 Cross bonding of gas and water pipes is assumed correct unless otherwise stated.

19. GAS FIRES

19.1 Chimneys must be sound, swept and certificated prior to installation unless stated.

19.2 Non-compliant chimneys or openings may incur additional costs.

20. WATER / HEATING INSTALLATIONS

20.1 Existing plumbing and water pressure are assumed satisfactory.

20.2 Defects arising during or after installation are not the Company's responsibility.

21. POSITIONING OF FITTINGS

21.1 Positions must be agreed before commencement.

21.2 Significant changes must be notified in writing and may incur additional charges.

22. SERVICING

22.1 Service includes burner, controls, combustion chamber and flue inspection.

22.2 Additional works are chargeable.

22.3 Wear and tear components are not guaranteed beyond the day of service.

23. POWER FLUSHING

23.1 The process cannot guarantee elimination of inherent problems.

23.2 Leaks caused by corrosion removal may incur additional costs.

23.3 Customers must clear affected areas.

24. VERTICAL FLUES

Installation may be delayed due to unsafe weather conditions.

25. ASBESTOS

25.1 Asbestos removal is not included.

25.2 If discovered, work ceases and specialist removal is the Customer's responsibility.

26. WAYLEAVES

The Customer must obtain necessary consents or easements.

27. LICENCES

The Customer must obtain required licences or permits prior to work commencement.

28. GENERAL

These conditions apply to all subsequent related orders unless otherwise agreed in writing.

29. INDEMNIFICATION

The Customer shall indemnify the Company against claims arising from breach of obligations.

30. LIMITATION OF LIABILITY

30.1 Liability is limited to the price paid, except for death or personal injury due to negligence.

30.2 The Company is not liable for indirect or consequential losses.

30.3 Nothing excludes liability for death or personal injury caused by negligence.

31. TERMINATION

Either party may terminate for material breach, insolvency, cessation of business, or similar circumstances.

If terminated by the Customer before completion, the Customer must pay:

- Value of completed work
 - Value of work begun
 - Cost of ordered materials
 - Direct loss/damage
 - Restocking charges
 - Full payment for bespoke items
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32. FORCE MAJEURE

Neither party is liable for delay or failure caused by events beyond reasonable control.

33. INDEPENDENT CONTRACTORS

Both parties act independently. The Company may engage subcontractors.

34. ASSIGNMENT

The Customer may not assign rights or obligations without written consent.

35. SEVERABILITY

Invalid provisions shall be severed without affecting the remainder.

36. WAIVER

Failure to enforce any term does not constitute waiver.

37. NOTICES

Notices may be served by email, fax, personal service, or post and are deemed received as specified.

38. ENTIRE AGREEMENT

This Agreement supersedes all prior agreements and may only be varied in writing signed by both parties (except Instant Quotations as stated).

39. NO THIRD PARTIES

This Agreement confers no rights on third parties.

40. GOVERNING LAW

This Agreement is governed by the law of England and Wales and subject to the jurisdiction of the English and Welsh courts.