

**m.a.f PLUMBING AND HEATING  
TERMS AND CONDITIONS OF BUSINESS**

**1 GENERAL**

a Throughout these conditions:

- i *'Provider'* means m.a.f Plumbing and Heating
- ii *'The Buyer'* means the purchaser of the goods
- iii *'Goods'* means the goods or services delivered to the buyer

b This Contract contains the entire bargain between the Provider and the Buyer and in the case of any inconsistency between these Terms and Conditions and the Terms and Conditions of any other Contract documents sent by the Buyer to the Provider (whatever their respective dates) in respect of the goods these Terms and Conditions shall prevail.

c Any descriptions or illustrations in the Provider's catalogues (if any), Price Lists and other advertising materials are intended merely to present a general idea of the goods and shall not form representations or part of the Contract.

d Any concession or waiver made by the Provider at any time shall not prejudice the exercise of its rights hereunder.

e The Buyer is deemed to have satisfied himself the goods are suitable for the purpose and capable of performing the function and use to which it is intended to put them.

f No waiver, alterations or modifications of these Terms and Conditions shall be valid unless made in writing, signed by the duly authorised representative of the party, against whom the same shall be sought and enforced.

g The Provider reserves the right to correct any clerical errors made by its employees at any time.

h Each of the clauses of these general Terms and Conditions of Business and every part thereof shall be separate and severable to the intent that if one clause or part thereof shall be unenforceable the other clauses and the other parts of the clause respectively shall be effective.

i The exclusions and limitations contained in these general Terms and Conditions of Business only apply so far as permitted by 'The Supply of Goods (Implied Terms) Act 1973, 'The Consumer Credit Act 1974', and 'The Unfair Contract Terms Act 1977' or any other statute or amendment thereof or Order there under.

**2 PRICE VARIATION**

The price of goods is based on the current price of materials, labour and other prime costs to the Seller, and if the same shall increase after the date of the Quotation and/or subsequent Order, the Provider shall be entitled to increase the price of the goods by a fair proportion to reflect the increased cost.

**3 PAYMENT TERMS**

Payment terms are Net unless otherwise stated and are not currently subject to VAT.

**4 DELIVERY**

Unless otherwise expressly agreed in writing the goods shall be delivered to the delivery address in the UK notified by the Buyer, who shall be ready to receive them at such place when notified by the Provider. Any additional expense caused to the Provider by the Buyer due to the Buyer not being ready or any other cause shall forthwith be reimbursed to the Provider.

**5 DELIVERY DATE**

The Provider shall use its best endeavours to meet any delivery date of goods but any date named by the Provider for delivery is given and intended as an estimate only and is not to be of the essence of the Contract. The Buyer shall nevertheless be bound to accept the goods when available. The Provider shall not be liable in any way in respect of late delivery, or extended delivery of goods howsoever caused nor shall such failure be deemed to be a Breach of Contract.

**6 QUANTITY VARIATIONS**



**Plumbing - Heating & Gas Services**

Where delivery of the goods is to be effected by two or more instalments and the quantities or specifications to be comprised in each instalment are not specified in the Contract, the Provider will be entitled to supply each instalment of the goods in such quantities and specifications as the Provider in its absolute discretion thinks fit.

**7 FORCE MAJEURE**

If events beyond the Provider's reasonable control prevent the Provider from performing its obligations hereunder the Provider may, without liability, cancel this Contract.

**8 LIMITATIONS OF LIABILITY**

a The Provider warrants that the goods correspond with description and sample (if any), are of merchantable quality and where a particular purpose has been expressed in writing then the goods are fit for such purpose.

b Any claim for breach of the above Warranty must be made in writing within seven days of the receipt of the goods.

c It is the responsibility of the Buyer to ensure the goods and each and every part thereof are in order.

d Insofar as the Provider is liable for any costs, claim or demand whatsoever of the Buyer, the liability of the Provider shall be limited to (at the discretion of the Provider):

i either replacing the defective goods *or*

ii making good the defect *or*

iii allowing a full credit for the cost of the defective goods or work done on them by the Provider, provided the Buyer has notified the Provider, 8a applies.

e Save as above, the Provider shall not be liable in any way whatsoever (including consequential loss) for any misrepresentation or breach of Warranty or condition either expressed or implied whether by statute or otherwise in any way relating to the goods. This limitation of liability is because the Provider has no control over the application of the goods nor the environment in which they are used. The Buyer is at liberty to negotiate with the Provider on any particular order (but in writing prior thereto) for an amendment to this condition so that the limit of liability shall not apply or shall be amended. The Provider shall in its sole discretion decide whether or not such amendment or deletion shall apply, but will normally enquire whether insurance cover can be obtained, the cost of which will be payable by the Buyer.

**9 TIME FOR NOTIFYING SHORT DELIVERY**

The Provider shall not be liable in any way whatsoever for short delivery of goods unless a claim is notified to the Provider within 3 days of delivery.

**10 OVERDUE PAYMENT AND CANCELLATIONS**

a If any payment is overdue or if the Buyer shall have failed to take delivery of the goods, then the Seller:

i shall be entitled to charge interest at a rate equal to 6% above the Base Lending Rate of Lloyds from time to time on all overdue payments *or*

ii the Provider shall be entitled to suspend or cancel further deliveries or other services under this or any other Contract between the parties hereto

b For the purpose of this condition time of payment shall be of the essence of the contract

c The Buyer shall not be entitled to withhold or set off payment for any reason whatsoever.

**11 PASSING OF RISK**

a The risk in the goods shall pass to the Buyer when the Provider delivers the goods at the time and place the Buyer or its Agent or other person to whom the Provider has been authorised by the Buyer to deliver the goods shall be ready to receive them. The installation of components are guaranteed for 12 months from the point of installation, covered by the Provider, but such will become null and void should repair, modification, or misuse of the same from anyone less the Provider is invoked. The Provider shall have no responsibility in respect of the safety of the goods thereafter if this occurs.

b The Provider accepts no responsibility for, or guarantee of such suitability of materials supplied by the Buyer for the purpose of the Providers use. Any such issue arising from the same causing the Provider additional expense shall be borne by the Buyer.

c The Provider is not liable for any works undertaken on instruction from the Buyer or his representative which is contrary to that of the advice afforded by the Provider, nor is the Provider liable for claims against them in respect of works recommended by the Provider, but not undertaken on advice from the Buyer.

d The Provider holds no liability for any hazardous situation incurred by the Buyer in relation of the Gas Safety (Installation and Use) Regulations 1998 or Gas Warning Notices issued the Buyer. The Provider shall perform their duties in accordance with Part B, Regulation 3 of the Gas Safety (Installation and Use) Regulations 1998.

**12 PASSING OF TITLE**

a The ownership of the goods shall remain with the Provider who reserves the right to dispose of the goods until payment in full for all the goods has been received by it in accordance with the Terms of this Contract. If such payment is overdue in whole or in part or the Buyer commits any act of bankruptcy or if any resolution of Petition to wind-up the Buyer's business shall be passed (other than for the purpose of amalgamation or reconstruction) or if a Receiver of the Buyer's undertakings is appointed, the Provider may (without prejudice to any of its other rights) recover or re-sell the goods and may enter upon the Buyer's premises by its servants or agents for that purpose.

b Until the Provider is paid in full for all the goods, the relationship of the Buyer to the Provider shall be fiduciary in respect of the goods or other goods in which they are incorporated or used and if the same are sold by the Buyer the Provider shall have the right to trace the proceeds thereof in accordance with the principles in '*In re Hallett's Estate*'. A like right for the Provider shall apply where the Buyer uses the products in any way so as to be entitled to payment from a third party.

**13 COPYRIGHT etc INFRINGEMENT**

The Buyer shall be solely responsible for the consequences of any Patent, Trademark, Design, Copyright or other infringement of commercial rights resulting from the Buyer's specification (if any), design (if any) or use of the goods and the Buyer shall indemnify the Provider in respect of all costs, charges and expenses incurred by the Provider as a result of such infringement or alleged infringement.

**14 SEPARABILITY**

Each delivery of goods under this Contract shall be deemed to constitute a separate Contract to which the Terms and Conditions hereof shall apply. Provided that these conditions shall be subject to and shall in no way affect the Provider's rights under clauses 10 above and 15 below to suspend or terminate the whole Contract in the circumstances there mentioned.

**15 BREACH**

If the Buyer:

a Makes default in or commits any breach of its obligations to the Provider hereunder *or*

b Is involved in any legal proceedings in which its insolvency is involved *or*

c (Being a Company) commences liquidation *or*

d Ceases or threatens to cease to trade or if serious doubt arises as to the Buyer's solvency then in such cases the Provider shall immediately become entitled (without prejudice to its other claims and rights under this Contract) to suspend further performance of this Contract for such time not exceeding six months as it shall in its absolute discretion think fit or (whether or not notice of such suspension shall have been given) to treat the Contract as wholly repudiated by the Buyer and forthwith to terminate the contract. The Provider will notify the Buyer of the exercise of its option to suspend or terminate this Contract within a reasonable time of its becoming aware of the fact or default on the Buyer's part giving rise to the Provider's rights under this condition.

**16 ARBITRATION**

If at any time any dispute shall arise between the Buyer and the Provider in connection with this Contract the Provider may give notice in writing of the existence of such dispute to the Buyer and require the same to be referred to the arbitration of a person mutually agreed upon or failing agreement to some other person appointed by the President for the time being of the Law Society. The submission shall be deemed to be a

submission to arbitration within the meaning of 'The Arbitration Act 1979' or any statutory modification or re-enactment thereof.

**17 JURISDICTION**

This Contract shall be interpreted according to the Law of England and the Buyer hereby accepts the jurisdiction of such Courts, whether in England or elsewhere, as the Provider may nominate.

**18 PRICE MATCH: terms and conditions**

- Provider aims to match any competitor's genuine written quotation or estimate on a like for like basis.
- The competitor's quotation must be achievable and offered on the same terms.
- Provider and the competitor must have any stock ready for purchase and delivery.
- Provider must be able to verify the competitor's price and position to deliver the written quotation or estimate.
- Provider will match the price of an item/service; not delivery charges or other 3<sup>rd</sup> party services of which Provider has no control.
- Cannot be used with any other offer.
- Provider retains the rights not to offer or match any written quotation.