

Ref P BLACKHALL LTD (PBL) CONDITIONS OF TRADING

1. PRICES

QUOTED WORK PROJECT PRICES

- (a) The Price quoted is strictly net and exclusive of VAT unless stated otherwise in the quotation.
- (b) The quotation may be accepted at any time within the “open for acceptance ” period as stated and if not accepted within this period shall lapse.
- (c) PBL may make, in certain circumstances, an extra charge in respect of any period of time during which he is unable to proceed with the Work on account of delays which have arisen through no fault of his.
- (d) The quotation is based on the Work being done during normal Working hours (Monday to Friday).
- (e) Unless otherwise stated, the quotation does not cover any Work by other trades and does not include any statutory fees.
- (f) The tender does not include renewing flooring or incidental redecoration etc subsequent upon the proper execution of the Work.
- (g) Any defects or deficiencies found in an existing building or system which may require to be attended to for satisfactory completion of the quoted Work, or to satisfy statutory requirements and not specifically referred to in the quotation shall be the responsibility of the Customer. If the Customer arranges for any part or the whole of such Work to be carried out by the PBL it shall be the subject of a separate quotation or be charged as an extra on a time and material basis.

DEPOSITS

- (h) All quoted works over a VAT inclusive price of £500.00 will require a 30% deposit payment with order. (Only 25% on Renewable & Low Carbon Small Scale Heat & Power Generation Projects). The security of this deposit is covered under The Plumbing Industry Licensing Scheme (Scotland & Northern Ireland) Warranty Scheme – See

<http://www.needaplumber.org/documents/PLUMBINGINDUSTRYLICENSINGSchemeWARRANTYScheme.pdf>

- (i) Deposits cover design, mobilisation & plant hire costs only

STANDARD PLUMBING & HEATING RATES

- (j) The “Initial Charge” rate is inclusive of travelling time to the property assuming this is within the Edinburgh City boundary.
- (k) Any subsequent travelling time to source, collect or deliver materials/parts, will be charged at the “Subsequent Charges” rate.
- (l) Any investigation works carried out by PBL engineers will also be charged at the above rates.

FREE QUOTATIONS

- (m) Free quotations are only carried out by a PBL surveyor and not by an engineer. All engineer’s visits are chargeable at these rates whether or not any works are carried out.
- (n) It is the customer’s responsibility to ensure they have selected the correct appointment for either:
A chargeable engineer visit to carry out works or an investigation of a problem.
OR
A free surveyor visit to develop a price for a future job.

- (o) A free surveyor quotation will not involve any “opening up” of equipment, or

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accessing of hidden services or the like. If works of this nature are required an "Investigation" charge will be made & the work will be carried out by an engineer.

- (p) It will be at PBL management's discretion whether a particular project is suitable for a free survey & quotation or should be carried out on the basis of these rates only.
- (q) For the various PBL rates go to <http://www.blackhallplumbing.co.uk/prices>

APPOINTMENT CANCELLATION POLICY

- (r) All appointments can be cancelled, at no cost, up to 24 hours prior to an engineer or surveyor's arrival at the property. Thereafter a Minimum Charge equal to the "Initial Charge Rate" will be applicable

2. VARIATIONS ON QUOTED WORK PROJECTS

- (a) The Customer may order a Variation to the Works and PBL shall comply with such a Variation, to the extent that it is reasonable, but not until the Variation has been ordered by the Customer to PBL's office only and subsequently agreed by PBL's management .
- (b) If the Variation varies the cost of any items provided for the Works, PBL shall make an appropriate adjustment of the Price to reflect the Variation. Any Variation will be priced at the reasonable discretion of PBL and the appropriate adjustment will be made to the Price accordingly.
- (c) If PBL has specially ordered/supplied any non-stock materials, & cancellation by the client results in restocking costs being incurred, PBL has the right to pass these on to the client in full.

3. EXERCISE OF SKILL AND CARE

- (a) PBL shall exercise all reasonable skill, care, foresight and diligence during the carrying out of the Work.

4. DRAWINGS

- a) Unless expressly otherwise stated, where drawings are submitted with the quotation they shall be demonstrative only and are not prepared to show specifically the type or precise position of construction or installation.
- b) The copyright in any drawings submitted by PBL shall remain his property.

5. TERMS OF PAYMENT

- (a) All Customers will pay PBL within 7 days of receipt of an invoice for the works unless a specific written agreement to the contrary has been issued by PBL.
- (b) When each stage of the Works are complete, or when all of the Works are completed, if the Customer is not paying by instalments, PBL will invoice the Customer for the amount due after taking account of any price increase or decrease in respect of Variations made to the Works.
- (c) Payment including the cost of any VAT properly chargeable will be due on completion of the Work and shall be made to PBL within 7 days of receipt of invoice.
- (d) Any progress payments which will become due are detailed in the quotation. In addition to these, PBL has the right to call for a proportionate progress payment in event of delay to the Work due to circumstances beyond his control.

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- (e) If the Customer fails to pay the full amount due to PBL under clause (a) above, then without prejudice to any other rights or remedies exercisable by PBL under these Conditions or otherwise, the Customer shall pay to the Contractor, in addition to the amount not properly paid:
1. Simple interest thereon for such a period until payment is made. The rate payable shall be five percent (5%) over the Base Rate of the Bank of England, which is current at the date the payment by the Customer became overdue.
 2. The cost of any debt collection services employed by PBL to secure this payment

6. COMPLETION

- (a) PBL shall use all reasonable endeavours to carry out the Works within the Period specified in the quotation.
- (b) The Contractor shall, once it has become apparent that the progress of the Works is going to be delayed, forthwith give the Customer notice stating the cause and where possible, the extent of the delay and the likely effect on the Period. Upon receipt of PBL's notice, the Customer shall forthwith grant PBL a fair and reasonable extension of the time for completion of the Works.
- (c) Due to changes in design or modifications by the manufacturers or through lack of availability PBL may not be able to supply the equipment originally specified. In such event he shall be regarded as satisfactorily completing the contract if he supplies with the agreement of the Customer a satisfactory and reasonable alternative item and the Price shall be adjusted accordingly.
- (d) Should the PBL incur loss and expense as a result of (a) delay beyond its reasonable control (b) Variations, in accordance Clause 2 above or (c) due to an event under sub-section (c) of this clause, the Customer shall pay to PBL, the amount of any direct loss/and or expense suffered or incurred by PBL.

7. PROPERTY IN MATERIALS

- a) All materials, appliances and fitments and other goods shall become the property of the Customer only upon payment in full of the relevant PBL invoice.
- b) The Customer shall take all reasonable steps to protect and keep in safe custody all materials delivered to site in respect of the Works.

8. RISKS

- (a) PBL shall be responsible for equipment, materials and labour supplied by him during the course of the Work, but shall not be liable to replace equipment already installed or re-do Work already carried out by him which may have been destroyed, damaged or stolen in circumstances where he is not at fault.

9. GENERAL GUARANTEES

- a) All PBL works are guaranteed for a minimum of 12 months unless varied below or stated in a written quotation.
- (b) PBL guarantees that all goods and materials supplied by him if ordered by description and/or specification shall correspond to that description.

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- c) PBL guarantees that all materials supplied by him will be fit for the particular purpose for which they are purchased but this guarantee does not extend (a) if the goods were examined by the Customer before fitting, to defects which that examination ought to have revealed or (b) to defects pointed out to the Customer before supply.
- d) PBL will make good any defects due to bad workmanship and repair or replace any defective materials or goods supplied provided that any defects are brought to his notice within 1 months of completion of the Work but this guarantee does not extend to:
 - (a) Any drawings or designs prepared by persons other than PBL, or any of their suppliers, and any extra Work necessary caused by defects in such drawings or designs shall be charged as an extra.
 - (b) Any loss or damage direct or indirect nor to any extra Work entailed due to the apparatus being put into operation by the Customer or at his request before it is handed over for beneficial use.
 - (c) Any consequential loss or damage caused directly or indirectly by any defects in any articles or materials not manufactured by him except in case of negligence or breach of contract.
- e) These guarantees are given subject to the Sale of Goods Act, 1979 and the Unfair Contract Terms Act, 1977.
- f) PBL do not guarantee any works involved with clearing choked drains or soil waste & vent pipeworks
- g) PBL do not guarantee any works deemed to be temporary for any reason

10. DISPUTES PROCEDURE

- a) Any dispute arising out of or in connection with this Agreement may be referred and dealt with in accordance with the Plumbing Industry Licensing Scheme Complaints Procedure.
- b) The costs associated with either of the dispute resolution procedures shall be borne equally by both parties.

11. TERMINATION

- a) If PBL:
 - (i) Is not at the Premises regularly to carry out the Work; or
 - (ii) Is not meeting his health and safety and environmental responsibilities; or
 - (iii) Is so incompetent or careless that the Work is of an unacceptable standard;

and does not correct the matter within 14 days of receiving written warning from the Customer, the Customer can terminate the contract by giving PBL written notice to take immediate effect.

- b) If the Customer:
 - (iv) Does not pay an amount due, without good reason; or

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- (v) Prevents or obstructs the Contractor from carrying out the Work;
and does not correct the matter within 14 days of receiving written warning from PBL, PBL can terminate this contract by giving the Customer a written notice to take immediate effect.
- c) If PBL terminates this contract the Customer will pay him, within 14 days of the contract coming to an end for work properly carried out, for any materials made specifically for the Work and for any other of PBL's materials on the Premises which he allows the Customer to retain.

12. INSOLVENCY

- a) If the Customer or PBL becomes Insolvent, this contract will terminate. For the purposes of these conditions, a party becomes Insolvent if:
 - (i) he enters into an arrangement, compromise or composition in satisfaction of his debts (excluding a scheme of arrangement as a solvent company for the purposes of amalgamation or reconstruction); or
 - (ii) without a declaration of solvency, he passes a resolution or makes a determination that he would be wound up; or
 - (iii) he has a winding up order or bankruptcy order made against him; or
 - (iv) he has appointed to him an administrator or administrative receiver or;
 - (v) he is the subject of any analogous arrangement, event or proceedings in any other jurisdiction.
- (a) In the event of PBL becoming insolvent before completion of works involving deposits etc, completion & compensation matters will be dealt with by the PLUMBING INDUSTRY LICENSING SCHEME WARRANTY SCHEME. See clause 1.(h) (1) above.

13. APPLICABLE LAW & JURISDICTION

- (a) This Agreement shall be governed and construed in accordance with the laws of Scotland and the parties hereby irrevocably submit to the exclusive jurisdiction of the Scottish Courts.

14. INSURANCE

- (a) PBL shall, prior to the commencement of the Works take out a Public Liability Insurance Policy of not less than £2M. PBL shall maintain such insurance until the expiry of one year following completion of the Works.

15. NOTICE TO CANCEL THE AGREEMENT

- (a) PBL must provide the Customer with a written notice of the Customer's right to cancel the Agreement ("the Cancellation Notice") as referred to below within 7 working days from the date of an Agreement ("the Cooling Off Period").
- (b) PBL does not have to commence the Works until the expiry of the Cooling Off Period.

- (c) If PBL commences the Works before the expiry of the Cooling Off Period, PBL is liable for the cost associated with those Works unless the Contractor has received "Instructions from the Customer to start Works during the right to cancel period" in accordance with Clause 15 below.

| THE CANCELLATION NOTICE | |
|--|--|
| FORM: | CANCELLATION OF CONTRACTS MADE IN A CONSUMER'S HOME OR PLACE OF WORK ETC.REGULATIONS 2008 |
| <p>TRADER'S DETAILS: P BLACKHALL LTD, 5 NEW LAIRDSHIP YARDS, EDINBURGH EH11 3UY</p> <p>The law provides that we give you 7 working days from the date of this Agreement within which to cancel the Agreement and thereby incur no charge for the Works provided. If you require us to start Works early you must complete, detach and pass to us the last section of this form referred to as "Instructions to Start Works during the Cooling Off Period".</p> | |

14. INSTRUCTIONS TO START WORKS DURING THE COOLING OFF PERIOD

- (a) The Consumer has the right to ask PBL to carry out the Works before the end of the Cooling Off Period. PBL should obtain the Consumer's agreement in writing before carrying out the Works in the prescribed form below referred to as "FORM – Instructions to Start Works during the Right to Cancel Period".
- (b) If the Customer exercises this right as in Clause 15 a) above, and delivers the detachable slip to the Contractor, the Customer is agreeing to pay a reasonable sum for the Works carried out up to the point of cancellation.

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FORM – Cancellation Notice of the Right to Cancel **DATE:**

No:

You have the right to cancel this Agreement within the Cooling Off Period subsequent to receiving this Cancellation Notice. If you wish you exercise this right, you **MUST DO SO IN WRITING** and deliver personally or send (by first class post or email) this to the person identified here. You may use this form but you do not have to. Ensure the number appearing on this form is clearly referenced on any communication.

Trader's name, address and contact details

I/We hereby give notice that I/We wish to cancel our contract with you for the provision of the Works []

P Blackhall Ltd

5 New Lairdship Yards

EDINBURGH

EH11 3UY

Tel No 0131 444 2200

info@blackhallplumbing.co.uk

FAX 0131 444 2400

Signed

Name

Address

Date

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FORM: Instructions to start Works during the Cooling Off Period

DATE:

No:

You have the right to start Works before the end of the cooling off period. By exercising these rights, in writing and delivering the detachable slip to us, you are agreeing to pay any reasonable sum for the services or goods supplied up to the point of cancellation.

I/We hereby give you notice that I/We wish to commence my/our Agreement with you for the provision of the Works [] during and before the expiry of our 7 day "Right to Cancel" period.

Signed

Name

Address

Date