

These terms and conditions shall apply to all work done and services provided by GB BOILER SERVICES.

1. Services

We agree to supply to you the services (the "Services") set out in the estimate between us (the "Estimate") (where applicable) or work carried out without an Estimate in accordance with these Terms and Conditions (the "Terms") and will provide such members of personnel as we believe to be reasonably necessary to supply the Services.

2. Fees and Expenses

2.1 - **Payment:** The Client agrees by signing the terms and condition box that they will pay for all works in full without offset immediately upon completion unless otherwise agreed in writing.

2.2 - You shall pay to us the fee for the supply of the Services, parking and materials where required (the "Fee")

2.3 - Unless otherwise stated in writing by us, the Fee and all other prices and charges are exclusive of Value Added Tax and you shall pay Value Added Tax on all sums due to us.

2.4 - Save as otherwise agreed in writing between us, you shall pay all sums due to us, without deduction or set-off, upon completion of works. If unable to pay on completion, 7 days from the date of the invoice will be given for clear funds to be paid to GB Boiler services

2.4.1 In default of payment by you of an invoice on the due date:-

2.4.2 - **Daily compound Interest shall accrue at the rate of 6% above the base rate from time to time of The Bank of England on the total amount overdue from the date payment fell due until the date payment is made in full; and**

2.4.3 - We shall, at our sole discretion and without prejudice to any other of our accrued rights, be entitled to suspend the provision of the Services.

2.4.4 - There is an administration charge of £25.00 for the late payment of any debts. Late payment means more than 7 days after the date of the invoice.

2.5- Quotations are subject to withdrawal at any time before receipt of confirmed instructions from the Client and shall be deemed to be withdrawn unless so accepted within 14 days from their date.

2.6 - Commencement of work that has been quoted for will not commence until 50% of the total sum owing as stated in the quote and contract is paid to GB Boiler Services as clear funds before the agreed start date. The remainder will be due upon completion of the agreed works and GB Boiler services reserves the right to demand further stage payments at any time before completion of the works as it sees necessary.

2.7 -Traffic

The Client will make all necessary arrangements with the proper authorities for general parking, congestion charge, traffic controls and signals required in connection with the carrying out of the Work. If these are not provided or are inadequate, the Client shall be liable for any loss or damage resulting there from

3. Termination

3.1 - The Services shall, subject to Conditions 3.2 and 3.3 below, continue until completion of the work.

3.2 - Either party may terminate the Services with immediate effect if the other party commits a breach of these Terms which (if capable of remedy) is not remedied within 30 days from the giving of written notice to the other party of such breach.

3.3 - Without prejudice to the generality of Condition 3.2, we shall be entitled to terminate the Services by notice with immediate effect if any sum payable by you to us remains unpaid for more than 7 days after the date on which such payment became due.

3.4 - Notwithstanding termination of the Services the rights of the parties accrued prior to the date of termination shall not be affected; and

3.5 - Where the Services are terminated pursuant to Condition 3.2 above, you shall pay to us (without prejudice to any other rights we may have) all fees, charges and expenses that have been invoiced prior to the date of the giving of the notice, together with all fees, charges and expenses payable in respect of the period up to the termination date, including (in both cases) any Value Added Tax thereon.

4. Limitation on Liability

4.1 - We warrant that we will provide the Services with reasonable care and skill.

4.2 - Save as expressly provided in these Terms, all warranties, conditions or other terms implied by statute or by common law in connection with the supply of the Services are excluded to the fullest extent permitted by law.

4.3 - Subject to the provisions of Condition 4.6, our entire liability in respect of any breach of our contractual obligations and in respect of any tortious act or omission, including negligence, arising under or in connection with our Services shall be limited to the aggregate of all Fees paid to us by you for the provision of the Services up to the date of the event giving rise to such liability.

4.4 - We shall not be liable for the following loss or damage, howsoever caused and whether or not foreseeable:-

4.4.1 - loss of profits, business or revenue, whether suffered by you or any other person;

4.4.2 - Special, indirect, incidental or consequential loss, whether suffered by you or any other person;

4.4.3 - Any losses arising by reason of any events or other matters beyond our reasonable control preventing the performance by us of any obligation under these Terms, provided that we shall use all reasonable endeavours to eliminate or overcome any of such causes and to resume performance of our obligations with all possible speed;

4.4.4 - Any losses resulting from your failure to comply with any recommendations made by us or from any defects in your premises, fixtures and fittings, equipment, installations and goods; and;

4.4.5 - Any losses resulting from any act or default on the part of the personnel supplying the Services that arises from matters outside the scope of our duties under these Terms.

4.5 - Where it is agreed between us that parts and materials are to be stored at a place nominated by you, this shall be at your own risk. You hereby agree to reimburse us in full for any losses we incur.

4.6 - Any materials supplied, including boilers, are subject to their own manufacturer's warranty and guarantee. You agree that we are not liable for the installation of any faulty items where it was not reasonably apparent that the item was faulty before installation. If an item is faulty at installation or becomes faulty after installation, you agree to contact the manufacturer direct and claim under the manufacturer's warranty and guarantee.

4.7 - Nothing in these Terms shall purport to exclude or restrict our liability for death or personal injury resulting directly from our negligence in carrying out the Services.

4.8 - Client's Liability

The Client shall be liable for all loss, damage or injury (weather direct, indirect or consequential) resulting from failure or delay in performance of its obligations under these terms

5. General

5.1 - These Terms supersede all previous agreements and understandings between us with respect to the matters dealt with herein and, together with the Estimate, contain the entire agreement between us.

5.2 Force Majeure

The Company will use its best endeavours to carry out the Work on the agreed dates but shall not be under any liability by the Client if it should be either impossible or impracticable to carry out the Work on the agreed date or dates or by reason of strikes, lockout, industrial disputes, acts of terrorism, acts of God or any other event or occurrence beyond the Company's control.

5.2 - No amendment or variation of these Terms shall be effective unless recorded in writing and signed on behalf of each of us by our respective duly authorised representatives.

5.3 - These Terms and any dispute arising out of the Services shall be governed by and construed in accordance with English law and you submit to the exclusive jurisdiction of the Courts of England. 5.4 - The illegality, unenforceability or invalidity of any provision (or any part thereof) contained in these Terms shall not affect the legality, enforceability or validity of the remainder of its provisions or the other parts of such provision (as the case may be) which provisions shall remain in full force and effect.

5.4 - All boxing out, repair to existing surface, relaying of carpets tiles or any other building works outside the scope of a plumber heating or gas engineer will be at the clients cost.

5.5 – Rubbish removal and disposal is not included in any quote unless specifically agreed between both parties in writing. T he client will be liable for all removal and disposal charges including labour charge to and from the job.

5.6 – Our Labour warranty is for 12 months only, unless agreed by both parties and specifically expressed in writing on the original invoice.

PLEASE SIGN-

ENGINEER/PLUMBER TO SIGN-

DATE-