

# Terms & Conditions

## GENERAL TERMS & CONDITIONS

Please read these Terms and Conditions carefully. All contracts that the Company may enter into from time to time, for the provision of the Works, shall be governed by these Terms and Conditions.

### 1. Definitions & Interpretation

The following definitions and rules of interpretation apply in these Terms and Conditions.

#### 1. Definitions

**Business Day** means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Charges** means the charges payable by the Customer for the provision of the Works and supply of Goods as set out in clause 6.

**Company** means The Italian Plumber Ltd of Third Floor, 3 Shortlands, Hammersmith, London W6 8DA, registered under company number 08055902.

**Contract** means the agreement between the Customer and the Company for the provision of the Works and supply of Goods in accordance with these Terms.

**Customer** means the person or organisation who has engaged the Company to carry out the Works and supply Goods.

**Estimate** means the written estimate provided by the Company to the Customer detailing the estimated charges for the provision of the Works and supply of Goods that the Customer wishes to purchase from the Company.

**Goods** means the goods or materials supplied to the Customer by the Company in the course of the provision of the Works and as set out in the Estimate or otherwise advised to the Customer.

**Order** means the Customer's order for the provision of the Works and supply of Goods, as set out in the Estimate.

**Property** means the property or premises where the provision of Works and supply of Goods are to be provided by the Company, as set out in the Estimate.

**Terms** means the terms and conditions as set out in this document amended from time to time in accordance with clause 16.10.

**Works** means the provision of the services/works provided by the Company to the Customer, set out in the Estimate.

#### 2. Interpretation:

1. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
2. A reference to a party includes its personal representatives, successors and permitted assigns.
3. A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
4. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
5. A reference to writing or written includes fax and email.

#### 2. How the Company can be contacted

1. We are: Happy Boiler Plumbers

2. We can be contacted on

Email address: info@happyboilerplumbers.co.uk

Telephone number: 07221173165

Or at: 35 Grange park , Ealing, London W53PP

#### 3. How a Contract is formed

1. These Terms shall form the basis of the Contract between the Company and the Customer in relation to the provision of Works and supply of Goods, to the exclusion of all other terms and conditions including the Customer's standard conditions or any other conditions which the Customer may purport to apply under any purchase order or confirmation of order or any other document, if applicable.
2. All Orders for provision of the Works and supply of Goods shall be deemed to be an offer by the Customer to purchase the Works and Goods from the Company pursuant to these Terms.
3. The Estimate shall only be deemed to be accepted when the Customer confirms acceptance of the Estimate, at which date the Contract shall come into existence.
4. Commencement of the Works and supply of Goods shall be deemed to be conclusive evidence of the Customer's acceptance of these Terms.
5. Either party may request or propose amendments to the Order or Estimate. Any proposed amendments must be made in writing and agreed by both parties.
6. Any descriptions or imagery and illustrations (whether displayed on the Company's website, in either online or offline marketing materials, catalogues, price lists or otherwise) are provided only as a general guide to the works, services and goods provided by the Company. No part of these shall form part of the Contract or have any contractual force unless stated otherwise in the Estimate.
7. The Company reserves the right to refuse the Customer's Order. Only authorised representatives of the Company have the right to agree to carry out the provision of Work and supply of Goods for the Customer.

#### 4. Provision of Works and supply of Goods

1. The Company shall provide the Works and the Goods to the Customer in accordance with the Contract in all material respects.
2. The Company shall use reasonable endeavours to meet any performance dates for the Works, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Works.
3. Any Estimate issued by the Company is valid for a maximum period of 28 days from its date, unless withdrawn by the Company earlier.
4. The Company shall have the right to make any changes to the Works or Goods supplied which are necessary to comply with any applicable law or safety or regulatory requirement, or which do not materially affect the nature or quality of the Works, and the Company shall notify the Customer in any such event.
5. The Company reserves the right to sub-contract the fulfilment of the Works or any part thereof.
6. If, due to circumstances beyond the Company's control, including those set out in clause 16.1, the Company has to make any change in the provision of the Contract, the Company will notify the Customer immediately. The Company will use reasonable endeavours to keep any such changes to a minimum.

#### 5. Risk & Title to Goods

1. Risk of damage to, or loss of, any Goods will pass to the Customer when the Goods are delivered to the Property.
2. Title to the Goods shall pass to the Customer upon receipt of full payment of the Charges to the Company. If full payment is not made by the Customer within the payment terms set out in the invoice (and including interest and costs), the Company reserves the right, upon providing written notice to the Customer, to demand the return of or collect themselves any Goods.
3. Until title passes the Customer shall hold the Goods as bailee for the Company and shall store or mark them so that they can at all times be identified as the property of the Company.
4. The Company may at any time before title passes and without any liability to the Customer:
  1. repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Customer's right to use, sell or otherwise deal in them;
  2. for that purpose (or determining what if any Goods are held by the Customer and inspecting them) enter any premises or occupied by the Customer; and
  3. seek a court injunction to prevent the Customer from selling, transferring or otherwise disposing of the Goods.
5. The Company may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Customer.

#### 6. Price and payment

1. The Company usually charges an hourly charge which will be notified to the Customer in the Estimate.
2. The Company charges a minimum one-hour charge for all works carried out by the Company. Any charges for work carried out after the first hour will be made per 15-minute period. Any services provided by any drainage and boiler engineers are also subject to a minimum one-hour charge.
3. The Customer will receive a final invoice from the Company which will include the total cost of the labour provided to carry out the Works for the Customer, together with the cost of any Goods and additional charges, such as parking or waste removal.
4. Estimates are not fixed price quotations or firm prices unless specifically stated. The Estimate is a detailed assessment of the minimum costs payable by the Customer for the Works and Goods based on a visual inspection carried out by the Company, together with any details made available by the Customer.
5. The Charges for the Works and Goods will be determined by the Company considering the Estimate, along with the Company's standard rate card at the time that the Works are completed, and the provision of Works and Goods provided to the Customer.
6. The Company reserves the right to charge for the collection of Goods from a supplier. The time taken to collect the Goods by the Company will be treated as part of the Works and charged at the appropriate rate, as advised to the Customer by the Company. The Company may charge the Customer additional charges if any additional Goods for collection or delivery are ordered subsequently.
7. All charges are subject to VAT at the current rate.
8. All payments must be made in British Pounds unless otherwise agreed in writing.
9. The Company reserves the right, by giving notice to the Customer at any time, to increase the Estimate and Charges at any time during the Contract due to any event or factor beyond its control including but not limited to:
  1. Any variation of duties or increase in the costs of materials, labour, equipment hire or transport;
  2. Any foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials, equipment hire, transport or other manufacturing costs;
  3. Any price increase levied upon the Company by a third-party supplier;
  4. Any change in the Order requested by the Customer;
  5. Any additional works and goods deemed necessary by the Company, which were unforeseen at the time of the Estimate;
  6. Any delay caused by the Customer;
  7. Any discernible error in the Estimate at the time it was prepared.
10. The Company shall invoice the Customer upon completion of the Works, unless otherwise agreed.
11. The Customer shall pay each invoice submitted by the Company within the time specified in the invoice, in full and in cleared funds and time for payment shall be of the essence of the Contract. If no time is specified in the invoice the Customer shall pay each invoice immediately upon receipt.
12. Where the Works are subject to snagging issues, the Customer agrees to pay 95% of the total Charges invoiced to the Customer immediately after completion of the Works. The Customer must then allow the Company access to the Property without delay so that any defects/outstanding works can be resolved and the Contract completed. Payment will be due for the remaining 5% balance immediately once the Works have been fully completed and any defects repaired, or within 14 days of the invoice date if access to the Property has not been made available, whichever is sooner.
13. If the Customer fails to make a payment due to the Company under the Contract by the due date, then, without limiting the Company's remedies under clause 13 (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.13 will accrue at a rate of 4% per annum above the base lending rate of the Bank of England from time to time on the amount outstanding until payment is received in full. Such interest shall accrue after as well as before any judgment.
14. The Company also reserves the right to recover any debt collection costs, including legal and court fees from the Customer.
15. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
16. Unless payment has been made and received in full, the Company is not required to supply any guarantees, certificates or other similar documents to the Customer for the Works and Goods.

#### 7. Cancellation – FOR CONSUMERS ONLY

1. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 provide consumers with a legal right to change their mind when purchasing goods or services either online or over the telephone. The Customer does not need to provide any reason for the cancellation.

#### Services

2. If the Customer is a consumer and has instructed the Company to carry out Works via the Company's website or over the telephone then the Customer may cancel the Contract at any time within 14 Business Days, beginning the day after the Contract was formed, this will normally be the day after the date the Customer confirms acceptance of the Estimate (see clause 3.3).

3. To cancel a Contract the Customer must inform the Company in writing, please find the Company's contact information at clause 2.

4. If the Customer requests that the Works start within the 14-day period, set out in clause 7.2, then the Customer will still maintain its right to cancel but may incur a charge for the Works that have been provided up until the point of cancellation. If, at the Customer's request, the Works have been provided in full within the 14-day period then the Customer's right to cancel may be lost.

5. If the Customer cancels the Contract in accordance with clause 7.2, and no part of the Works have commenced, the Customer will receive a full refund of the Charges for the Works within 14 days from the date the Customer informs the Company that it wants to cancel the Contract. The Company will refund the Customer using the same method the Customer used to make the payment.

#### Goods

6. If the Customer is a consumer and has purchased Goods, most likely as part of the Works, via the Company's website or over the telephone then the Customer may cancel the Contract at any time within 14 Business Days, beginning the day after the Goods are delivered, or the day the Customer make payment of a deposit, if applicable. If the Goods are split into several deliveries over different days, the Customer has until 14 Business Days after the day it (or someone the Customer nominates) receives the last delivery to change its mind about the Goods.

7. To cancel a Contract for the supply of Goods the Customer must inform the Company in writing, please find the Company's contact information at clause 2. The Customer must also return the Goods to the Company as soon as reasonably practicable, and at the Customer's own cost. The Customer has a legal obligation to take reasonable care of the Goods while they are in the Customer's possession. If the Customer fails to comply with this obligation, the Company may have a right of action against the Customer for compensation.

8. If the Customer cancels the Contract in accordance with clause 7.6 and subject to clause 7.7, the Customer will receive a full refund of the charges for the Goods (including any deposit and any delivery costs (only a sum equal to basic delivery costs will be refunded)), within 14 days of either the Company receiving the Goods back from the Customer, or the Customer providing evidence of having returned the Goods (for example, a proof of postage receipt from the post office), whichever is the sooner. If the Company offers to collect the Goods, the Customer will receive a refund within 14 days from the date the Customer informs the Company that the Customer wants to cancel the Contract. The Company will refund the Customer using the same method the Customer used to make the payment.

9. The Customer is responsible for the cost of returning any Goods to the Company, and any returns of Goods are at the Customer's own risk.

#### Exemptions to the right to cancel

10. The Customer will not have the right to cancel the Contract under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 if the following applies:-

1. If the Goods are made to the Customer's specifications or are clearly personalised;
2. If the Goods become mixed inseparably with other items after their delivery; and
3. If the Works are urgent repairs or maintenance.

#### Warranty & Guarantee

1. The Company provides to the Customer a 12 month guarantee on Works directly carried out by the Company, in respect of faulty workmanship only. This is active from the date of completion of the Works.

2. The Company's guarantee will become null and void if the Works are: -

1. subject to misuse or negligence; and
2. repaired, modified or tampered with by anyone other than the Company.
3. The Company cannot guarantee any Works in respect of: any work related to the unblocking of waste or drainage systems, as the Company have no control over the condition of the existing pipework;
  1. any work where the Charges have not been paid for in full by the Customer;
  2. any silicone work;
  3. any work undertaken on instruction from the Customer and against the written or verbal advice of the Company; and
  4. any works carried out where the Customer has been notified either verbally or in writing by the Company of any associated work which should be carried out but has not instructed the Company to carry out those works.
4. Any Goods supplied by the Company as part of the provision of Works may be subject to a warranty supplied by the manufacturer or supplier. The Company will inform the Customer if the Customer may benefit from any manufacturer or supplier's warranty.

#### Faulty Work, Returns & Refunds

1. The Company warrants that the Works will be carried out with reasonable care and skill.

2. On completion of the Works the Customer should inspect the Works without delay, and within at least 7 days of completion. If on inspection the Customer finds any fault or defect with the Works and/or Goods they should notify the Company in writing immediately.

3. Subject to clause 9.2, the exclusions listed in clause 9.7 below, and the Customer having paid the Charges in full unless otherwise agreed, the Company agrees to repair any defect in the Works if the defect appears within six months of completion of the Works, and if any such defect arises from a breach of the Company's obligations under this contract.

4. The Customer should notify the Company in writing of any defects within six months of completion of the Works and the Company and its insurers must be given the opportunity to inspect the Works and any alleged defects.

5. If, following the inspection, it is apparent that the alleged defect has not been caused by the Works carried out by the Company, the Company has the right to charge the Customer a fee at its standard rate for the inspection call out.

6. If the Customer is unable to supply adequate proof that the Company carried out the Works, or if full payment of the Charges has not been made, the Company reserves the right not to carry out any repairs.

7. The Company does not agree to carry out repairs of defects as set out in clause 9.3 if the defect: -

1. relates to any Goods supplied by the Company which are covered by a manufacturer's or supplier's guarantee;
2. relates to any systems or structures which were not installed by the Company;
3. is the result of misuse, faulty workmanship or intentional cause by the Customer, or any other third party who were engaged or directed by the Customer;
4. relates to structural faults of any kind, such as, but not limited to, subsidence and any resultant defects; and
5. relates to any external force or root penetration causing damage to drainage systems.

#### Clauses 9.8-9.15 APPLY TO CONSUMERS ONLY

8. The Company is able to issue a refund in relation to the provision of Works and/or accept returns of Goods and issue a refund, in the following circumstances: -

1. in accordance with the Customer's statutory cancellation rights as set out in clause 7; or
2. where the Company has breached the Customer's legal rights as set out in clause 12.7.3; or
3. if the Customer does not accept any changes made by the Company to the Customer's Order as set out in clauses 4.4 and 4.6; or
4. if the Customer does not accept any amendment to these Terms in accordance with clause 16.10.

9. Our process for dealing with returns and refunds in accordance with the Customer's statutory cancellation rights is set out in clause 7.

10. If the Customer wish to receive a refund for the reasons set out in clauses 9.8.3 and/or 9.8.4 above, the Customer must inform the Company of its request in writing within 7 days of the Company notifying the Customer of the changes and/or amendments. If applicable the Customer must arrange for the Goods to be returned to the Company within 7 days of the Customer notifying the Company of its request for a refund.

11. The Company will then consider the Customer's request for a refund for the reasons set out in clauses 9.8.3 and/or 9.8.4 above, consider whether any part of the Works have already been provided and examine the returned Goods, if applicable. The Company will notify the Customer of the Customer's refund within a reasonable period of time. The Company will usually process the refund due to the Customer as soon as possible and, in any case, within 14 days of the day the Company confirmed to the Customer that the Customer was entitled to a refund. The Company will refund The Customer using the same method The Customer used to make the payment.

12. If the Customer wish to receive a refund for the reasons set out in clauses 9.8.2, the Customer must promptly notify the Company in writing of any breach of the Customer's legal rights and allow the Company to investigate the matter.

13. If the breach is in relation to Goods, for example if the Goods are not of satisfactory quality, are not reasonably fit for purpose and/or do not match the description of the Goods provided to the Customer, the Customer have the right to;

1. reject the Goods within 30 days of the date of delivery;
2. a replacement of the Goods; and
3. a price reduction or a final right to reject.

14. If the breach is in relation to Works the Customer must allow the Company to inspect the results of those Works and, if those Works do not meet that standard, the Company may re-perform those Works. If the Company are unable to re-perform those Works within a reasonable time and without significant inconvenience to the Customer, or if it would be impossible to re-perform the Works in conformity with the Contract, then the Customer will be entitled to request a price reduction.

15. If the Customer is entitled to a refund, or a price reduction, in accordance with clause 9.8.2 the Company will usually process the refund due to the Customer as soon as possible and, in any case, within 14 days of the day the Company confirms to the Customer that the Customer is entitled to a refund. The Company will refund the Customer using the same method the Customer used to make the payment.

#### Customer's Responsibilities

1. The Customer is responsible for:-

1. ensuring that the terms of the Order are complete and accurate;
2. co-operating with the Company in all matters relating to the Contract;
3. providing the Company with such information as it may reasonably require to perform its obligations under the Contract, for example providing the correct address of the Property where the Works are to be provided;
4. providing the Company, its employees, agents, consultants and subcontractors, with access to the Property under the Customer's control as required by the Company to perform the Contract;
5. obtaining and maintaining all necessary licences, permissions and consents from the owner/landlord/agent or otherwise of the Property where the Works are to be provided as may be required in order for the Company to perform its obligations under the Contract;
6. obtaining and maintaining all necessary licences, permissions and consents from the appropriate persons should it be necessary for the Company to access property owned by a third party in order for the Company to perform its obligations under the Contract;
7. ensuring that the Property is safe for the Company, its employees, agents, consultants and subcontractors, at all times during the duration of the Contract.
8. obtaining and maintaining any necessary planning permissions as may be required in order for the Company to perform its obligations under the Contract;
9. arranging with the appropriate persons or authorities any traffic controls and/or signals that are necessary to provide the Company with clear access to the Property in order to carry out the Works; and
10. removing any waste products that result from the Works;
11. making available to the Company a plan of the drain layouts, if applicable, and if the Works include drainage works and services. This is to avoid any blockages occurring in drains not covered or identified by the Customer, and to avoid additional charges; and
12. covering, moving or otherwise protecting any furniture, furnishings, fixtures, fittings, personal items etc. in or around the Property where the Works are to be carried out.
13. If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation as set out in clause 10.1 (Customer Default):

1. without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend provision of the Works until the Customer remedies the Customer Default and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Company's performance of any of its obligations;

2. the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 10.2; and

3. the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.

3. The Customer is liable for and agrees to indemnify the Company for all damages, costs, claims and expenses suffered by the Company arising from any loss or damage to any equipment (including that belonging to third parties) caused by the Customer or its agents or employees.

#### Indemnity

1. The Customer shall indemnify the Company against all actions, claims, demands, suits, losses, costs, expenses and charges which the Company may incur from a third party, and which result from a Customer Default as set out in clause 10.2.

2. The Customer shall indemnify the Company against all actions, claims, demands, suits, losses, costs, expenses and charges from neighbouring/third party properties to the Property as a result of the Company's presence in carrying out the provision of Works.

#### Our Liabilities

1. The Company will not be responsible for any damage to the Property (such as fixings, holes etc.) if the applicable permissions have not been obtained by the Customer as set out in clause 10.1.5. Further if any Goods provided and installed have to be removed or re-positioned the Company reserves the right to make additional charges to the Customer.

2. The Company will not be responsible for, or guarantee suitability of, Goods supplied by the Customer or by a third party and will accept no liability for any consequential damage or fault in relation to such Goods.

3. The Company will not be responsible for any damage that occurs in preparing the Property for the initial inspection or for the Works to be carried out. This includes but is not limited to, the removal of bathroom suites, panels or furniture, tiles and tiling, floor coverings (carpet, rugs, laminate, wood, tiles etc), internal and external walls where pipework is/has to be routed etc.

4. The Company will not be responsible for any damage that is caused to any plaster, brickwork, wallpaper, paintwork, tiles, carpet, furniture etc. The Company will make every effort not to cause any damage and advises the Customer to remove or cover all items that could be damaged.

5. The Company will not be responsible for any damage that is caused during works to unblock waste and drainage systems. The Company is unable to inspect pipework before carrying out any unblocking works and therefore is not in a position to determine the condition of the pipework and whether the pipework has been installed correctly. There is therefore a risk if the pipework is in a poor condition and/or has not been installed correctly that the pipework could be damaged during an attempt to unblock them. The Company will accept no liability for damage in these circumstances.

6. The Company will not be responsible for any fractures that occur in frozen pipes which have been attended to by the Company and does not guarantee to remove blockages if they occur within frozen pipes or drainage systems.

#### CLAUSES 12.6-12.8 APPLY TO CONSUMERS ONLY

7. If the Company breaches these Terms in any way, the Company is responsible for any loss or damage the Customer may suffer that is a foreseeable result of the Company breaching the Contract or the Company failing to use reasonable care and skill, but the Company is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both the Company and the Customer knew it might happen, for example, if the Customer discussed it with the Company before the Contract was formed.
8. The Company does not exclude or limit in any way their liability to the Customer where it would be unlawful to do so. This includes but is not limited to liability for: -
1. death or personal injury caused by the Company's negligence or the negligence of its employees, agents or subcontractors;
  2. fraud or fraudulent misrepresentation;
  3. a breach of the Customer's legal rights in relation to the Works and/or Goods including that:-
    - i. Goods must be of satisfactory quality;
    - ii. Goods must be fit for purpose;
    - iii. Goods must be as described; and
    - iv. Services must be performed with reasonable care and skill.
9. If the Company breaches these Terms in any way, its total liability to the Customer shall not exceed the Charges paid by the Customer under the Contract.
- CLAUSES 12.9-12.13 APPLY TO BUSINESSES ONLY**
10. The restrictions on liability in clauses 12.4- apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
11. Nothing in these Terms shall limit or exclude the Company's liability for:
1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  2. fraud or fraudulent misrepresentation;
  3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
  4. breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
  5. defective products under the Consumer Protection Act 1987.
12. Subject to clause 12.10:-
1. The Company shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:
    - i. loss of profits;
    - ii. loss of sales or business;
    - iii. loss of agreements or contracts;
    - iv. loss of anticipated savings;
    - v. loss of use or corruption of software, data or information;
    - vi. loss of or damage to reputation or goodwill; and
    - vii. indirect or consequential loss.
 arising under or in connection with the Contract.
  13. the Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total of the Charges payable by the Customer to the Company under the Contract.
  14. the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
  15. This clause 12 shall survive termination of the Contract.
- 13. Termination**
1. The Contract shall continue until the Works (or any mutually agreed addition, extension or variation thereof) have been provided, or until terminated otherwise in accordance with this clause 13.
  2. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so.
  3. Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if:
    1. the Customer, if a company, takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
    2. the Customer fails to pay or threatens not to pay any amount due under the Contract on the due date for payment;
    3. the Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;
    4. there is a change of control of the Customer, if a company; or
    5. the Customer's financial position deteriorates to such an extent that in the Company's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 14. Consequences of Termination**
1. On termination of the Contract the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Works and Goods supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt.
  2. The Customer shall return all of the Company's Goods which have not been fully paid for. If the Customer fails to do so, then the Company may enter the Property and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.
  3. Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
  4. Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.
- 15. Data Protection**
1. All information We may hold for the Customer will be held and processed in accordance with the General Data Protection Regulation (GDPR) (EU) 2016/679 and any related legislation in force in the UK.
  2. The Customer are referred to Our Privacy Notice which can be found at [insert web address]
- 16. General Terms**
- Force Majeure**
1. Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (a Force Majeure Event). These include: (a) natural disasters or "acts of God," such as lightning, tornadoes, hurricanes, tsunamis, floods and earthquakes; (b) manmade disasters, such as plant fires or floods; (c) war and civil issues, such as riots, civil unrest, acts of terrorism; (d) labour disputes or strikes; (e) government embargoes or other government actions affecting the supply chain; (f) power outages or transportation issues; (g) epidemic, pandemic or quarantine; (h) third party supply chain difficulties; and (i) and (i) all other causes whatsoever.
  2. If the Force Majeure Event prevents the Company from providing any of the Works and Goods for more than 14 days, the Company shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.
  3. Clause 16.1 above shall not apply in respect of any failure or delay by the Customer to make any payment to the Company that falls due under the Contract.
- Transfer**
4. The Company may transfer its rights and obligations under these Terms to another organisation.
  5. The Customer may only transfer its rights or its obligations under these Terms to another person if the Company agrees to this in writing.
- Entire Agreement**
6. These Terms, the Order, and the Estimate, constitute the entire agreement between the Customer and the Company.
- Third Party Rights**
7. The Contract is between the Customer and the Company. No other person shall have any rights to enforce any of its terms.
  8. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- Notices**
9. Any notice given to a party under or in connection with the Contract shall be in writing and shall be sent to the postal address or email address set out in the Order and Estimate.
  10. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- Severance**
11. If a court finds part of these Terms invalid, illegal or unenforceable, the rest will continue in force. Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- Waiver**
12. If the Company does not insist immediately that the Customer do anything it is required to do under these Terms, or if the Company delays in taking steps against the Customer in respect of the Customer breaching the Contract, that will not mean that the Company waives any right or remedy it may have against the Customer under these Terms and it will not prevent Us taking steps against the Customer at a later date.
- Variation**
13. The Company may amend these Terms from time to time. No variation of these Terms or the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- Governing Law & Jurisdiction**
1. The Contract and any dispute or claim arising out of or in connection with it shall be governed by the law of England and Wales. Either party can bring legal proceedings in respect of the Goods and/or Services in the English courts.