

At Billing Chimney and Flue Services Ltd we have an excellent reputation for meeting our clients' expectations. We strive hard to prepare an accurate quotation and then deliver the job in line with that quotation and on schedule. There are, however, rare occasions where despite the extensive experience of the company we come across unforeseen circumstances of a nature that to successfully complete the job we will incur additional costs.

**Conditions and terms of business of Billing Chimney & Flue Services Ltd.**

Definitions:

The Company - Billing Chimney and Flue Services Ltd

The Customer - The person or persons named on the quotation.

**1. General**

Any terms or conditions sought to be imposed by either party shall not be incorporated into the Contract and shall have no effect unless agreed to in writing by the other party.

**2. The Quotation.**

- a. The quotation is based on the information acquired during the inspection. Given the nature of the work required it is often impossible to fully survey the job without incurring significant costs and creating significant disruption. The quotation is based on what is visible, what we have been told by the customer and our extensive experience of working in this field. The quotation is also based on the assumption that water, electricity and lavatory facilities will be available on the site. By accepting the quotation the customer also accepts the company's conditions and terms of business.
  
- b. The price for the supply of goods and services is set out in our quotation to you. We reserve the right to demand 50% of the agreed price in advance of commencing the works. We shall invoice you for any outstanding balance on completion of the works; this shall be payable no later than 7 days from the date of the relevant invoice.

- c. We shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 1.5% per annum above the base rate of the Bank of England.
- d. The price of goods and services is exclusive of Value Added Tax which shall be charged at the rate prevailing at the relevant tax point. Where goods and services are carried out on lower rate, exempt or zero rated properties VAT will be charged at the prevailing rate unless a valid certificate of exemption or reduced rate is produced.

### **3. Risk**

Where goods are supplied the customer will be responsible for them on delivery and we will not be liable for their loss or destruction. Therefore, you would need to take necessary steps to insure the items. If you delay a delivery, our responsibility for everything other than damage due to our negligence will end on the date we agreed to deliver them.

### **4. Ownership of the Goods**

You will only own the goods once they have been successfully delivered and when we have received cleared payment in full.

### **5. Delivery**

Where we are supplying goods only we will deliver the goods to the address you specify for delivery in your order. It is important that this address is accurate. We cannot accept any liability for any loss or damage to the goods once they have been delivered in accordance with your delivery instructions (unless this is caused by our negligence). We will aim to deliver the goods by the date quoted for delivery but delivery times are not guaranteed. If delivery is delayed due to any cause beyond our reasonable control, the delivery date will be extended by a reasonable period and we will contact you to arrange an alternative time.

### **6. Performance**

On rare occasions unforeseen circumstances may arise and these can result in additional charges being made to enable the company to complete the job to the standard required. The company therefore reserves the right to make additional charges where such circumstances arise. The company will always try to contact the customer first to discuss these costs but where the additional cost is 10% or less of the agreed contract price it is agreed that the company may go ahead with the additional works and invoice the customer accordingly. Where additional costs exceed 10% of the contract price the company will not go ahead without the express consent of the customer. At these times it may be possible only to give an indication of the additional costs but the company will do everything within reason to keep these as low as possible.

## **7. Liability**

The company accepts full responsibility for the actions of its employees. However, the company cannot accept responsibility for any harm that may befall the client or their guests or visitors unless it is as a result of the negligence of the company or its employees. All building work carries with it an element of risk, in particular where there is work being carried out at height and the customer is advised to keep themselves, their guests and visitors, pets and livestock clear of the working area until given clearance by a representative of the company. The customer is also advised to remove vehicles and fragile objects from the vicinity of the site. Some of the work we are undertaking can cause vibration throughout the building and customers are advised to remove or make safe any items of value sited precariously for instance on mantelpieces and shelves.

## **8. Health and Safety**

The company has a Health and Safety policy and awareness that contributes to the safety of its employees and customers. Customers are reminded that they must also be alert at all times to the risks that are endemic to this sort of work and that they also owe a duty of care regarding the safety of the site.

**9. Salvaged Materials**

Salvaged materials will be removed from the site unless the customer requests otherwise.

The company will leave the site clear and tidy.

**10. Quotation**

The quotation is valid for 8 weeks.

**11. Entire Agreement**

These conditions and terms contain the entire agreement between the parties relating to the subject matter and supersede any previous agreements, arrangements, undertakings or proposals, oral or written.

**12. Data Protection**

The customer consents to the computer storage and processing of your personal data by us in connection with this Agreement and to the transmission of this data across the company and its business partners for the purposes of our legitimate interests including statistical analysis, marketing of our services and credit control. If you breach this Agreement, your personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures.

**13. Governing Law**

This contract is governed by the law of England and Wales