



PLUMBING & GAS SERVICES AGREEMENT

Engagement Service Terms (the 'Terms')

- A. **PETERBOROUGH GAS LIMITED** a company registered in England and Wales under number 10392390 whose registered address is at Eventus Business Centre, Sunderland Road, Northfields Industrial Estate, Market Deeping, Peterborough, United Kingdom, PE6 8FD ('We' or 'Us' or 'Our'); and
- B. **Customer** ('You' or 'Your'), each a 'Party' and together the 'Parties'
- 1. DEFINITION & INTERPRETATION**
The definitions to be read with this Agreement are set out in full at clause 15.
- 2. INTRODUCTION**
- 2.1 This Agreement is made up of the:
- (a) **Engagement Confirmation** (including **Job Specification**); and,
- (b) **Service Terms** at Schedule 1 (the 'Terms'); which make up the **Plumbing & Gas Services Agreement** (the 'Agreement') and together, govern the sale and provision of the Services which will form the basis of the Agreement between Us and You. If there is a conflict between the **Engagement Confirmation** and the **Service Terms**, the **Engagement Confirmation** shall prevail. If You are unsure about anything in this Agreement and what it means, please ask Us for clarification.
- 2.2 We accept Orders for Services by phone and by email.
- 2.3 When placing Your Order, please let Us know what Services You require. Please ensure that the details You provide to Us are complete and accurate and that You provide Us with sufficient information to allow Us to adequately identify Your requirements (Job Specification) and to enable Us to fulfil Our obligations under this Agreement. We will prompt You for all required information. Following Your completion of this, We will prepare an Estimation and send it to You by email. The Estimation sets out the required Deposit and Balance Payment where applicable or one Service Fee along with any Product Fees which together make up the Estimated Fee. You may request that We make changes to the Order and Estimation document before You confirm Your acceptance of it.
- 2.4 Upon notification of Your acceptance of the Estimation, We shall send You the Engagement Confirmation along with these Service Terms. We and You shall agree to the contents of the Engagement Confirmation in respect of the Services to be rendered (or procured) by Us which shall be signed by both Parties to confirm the Order ('Execution'). To do this, We shall send You the final Agreement by email using an e-signing software tool which shall prompt you to sign, date and submit the Agreement to Us. We shall receive a copy. You have the option to download a pdf copy for Your records. Execution of an Engagement Confirmation means that a legally binding and enforceable contract is formed.
- 2.5 We shall ensure that the following information is given or made available to You prior to the formation of the Agreement between Us and You, save for where such information is already apparent from the context:
- (a) main characteristics of the Services (Engagement Confirmation);
- (b) Our business contact details;
- (c) the total Fees including any taxes, or, if the nature of the Services is such that the price cannot be pre-calculated, the manner in which it will be calculated;
- (d) the arrangements for Fees, performance and the time by which or within which We shall undertake performance of the Services; and,
- (e) the Contract Term and the provisions around cancellation and termination.
- 3. THE CONTRACT TERM & SCOPE OF THE SERVICES**
- 3.1 Subject to earlier cancellation provisions, the Contract Term shall be deemed to commence on the Commencement Date and shall continue in force until the Estimated Completion Date (or any extension thereof agreed between the Parties in writing).
- 3.2 For the duration of the Contract Term including any extension agreed thereof, You will engage Us exclusively as an independent contractor company to provide the Services to You in the manner as set out in **Job Specification** (as may be amended by agreement between You and Us from time to time) and in accordance with the **Engagement Confirmation** and **Service Terms**.
- 3.3 Where You expressly object to Your assertion of the 14-Day Cancellation Waiver as set out in the Engagement Confirmation, under the Cancellation Regulations (as defined), You may cancel the Services within fourteen (14) Calendar Days of Execution and receive a full refund of any Service Fees You have paid to Us (including, but not limited to the Deposit), which will be refunded to You within fourteen (14) Calendar Days. **Your cancellation must be in writing and email is acceptable.** If You wish to cancel the Services after this time period, or once We have begun providing the Services, please refer to clause 8 (Cancellation). We shall not commence or carry out the Services during the Cancellation Period unless You accept Your assertion of the 14-Day Cancellation Waiver which will mean that You relinquish Your Cancellation Right. **Please send us an email if You wish to object to the 14-Day Cancellation Waiver.**
- 3.4 We may need to cancel the Services at any time before We begin providing the Services due to the unavailability of required personnel or materials, or due to the occurrence of an Event Outside Our Control. If such cancellation is necessary, We will inform You as soon as is reasonably possible. If You have made any payments to Us (including, but not limited to the Deposit), the payment(s) will be refunded as soon as is reasonably possible, and in any event within 14 Calendar Days of Us informing You of the cancellation. Cancellations will be confirmed in writing.
- 4. FEES**
- 4.1 **Estimated Fee:** The Estimated Fee will include the price payable for the Services and for the estimated Products required. We will where reasonably possible use only the Products (and quantities of Products) set out in the Engagement Confirmation however if additional Products are required We will adjust the Final Fee to reflect this. We will keep any increases to a necessary minimum. If the price of Products increases during the period between Your acceptance of the Engagement Confirmation and the Effective Services Start Date, We will inform You of the increase and of any difference in the Final Fee. In consideration of the provision of the Services, You shall pay the **Final Fee**.
- 4.2 **Service Fees:** You shall pay all the Service Fees for the Services in accordance with these Terms and on the due dates and/or with the frequency as set out in the Engagement Confirmation upon receipt of an invoice from Us.
- (a) **Deposit:** You shall pay the Deposit of a sum equivalent to that set out in the Engagement Confirmation on or by the Commencement Date and before We begin providing the Services to You. We will not confirm the Order until the Deposit is paid in full. The Deposit is non-refundable in most cases however, in certain circumstances, if the Order for the Services is cancelled, Your Deposit will be refunded in full or in part. The amount due will be calculated based upon the price for the Services and the amount of work (if any) already undertaken by Us. Please refer to Your Cancellation Right at clause 3.2, to clause 3.3 if We cancel the Order for the Services, or to clause 8 if the Services are cancelled after they have begun.
- (b) **Hourly Fees:** Where hourly rates are agreed (including for Additional Services from time to time), We shall be entitled to charge You the hourly rate set out in the Engagement Confirmation.
- (c) **Balance Payment:** Where a Deposit has been paid, the Balance Payment shall be due and payable.
- (d) **Additional Fees:** Additional Fees may arise from time to time in respect of Additional Services. Such shall be agreed in advance between the Parties. We shall be entitled to



charge You Additional Fees over and above the Estimated Fee in respect of:

- i. Additional Services i.e. services carried out which exceeds the remit of the initial Job Specification; and/or,
 - ii. Services undertaken outside the Agreed Times.
- 4.3 **Product Fees:** Product Fees shall be payable with the Service Fees and are included in the Estimated Fee or Final Fee (if further Products are added).
- 4.4 The Estimated Fee and the Final Fee shall be calculated as inclusive of VAT. If the rate of VAT changes We will adjust the amount of VAT that You must pay.
- 4.5 Payment of all Fees (including the Deposit) shall be made in pounds' sterling by bank transfer (BACS) using Our Bank Details as set out in Our invoice.
- 4.6 We will invoice You immediately for any Deposit where applicable. For all other Fees (including a Balance Payment where applicable) or for a total Final Fee, We shall invoice You on or around the Estimated Completion Date. You must pay any invoice within fourteen (14) Calendar Days of receiving it.
- 4.7 If You fail to pay any amount payable under this Agreement by the due date, We may charge You interest on the overdue amount (payable immediately on demand) from the due date up to the date of actual payment, after as well as before judgment, at the rate of 3% per annum above the base lending rate of the bank from time to time. Interest will accrue daily from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment.
- 4.8 Where payment of the Service Fees is required before the Completion date, please note that failure to make the payment by the due date may result in Us not providing the remainder of the Services. If this occurs, We will retain Your Deposit and all other Service Fees paid to date on a pro rata basis to cover preparatory work already undertaken and Our lost opportunity to provide services to another customer, and may still demand further payment for any part of the Services that We have already provided (including, but not limited to, preparatory work) which has not been paid for.
- 4.9 Where You dispute an invoice, interest will not accrue when the dispute is going on provided that You have promptly contacted Us to dispute an invoice in good faith.
- 4.10 Where payment is taken by card, We shall be entitled to charge Your card the Card Processing Fee as set out in the Engagement Confirmation.
- 4.11 You shall pay all amounts due under the Agreement in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). We may at any time, without limiting Our other rights or remedies, set off any amount owing to Us by You against any amount payable by Us to You.
- 4.12 Where We agree to make a refund herein, We will use the same method used to make the payment, unless You have expressly agreed otherwise. In any case, You will not incur any fees as a result of the refund.

5. CUSTOMER OBLIGATIONS

- 5.1 You warrant, represent and undertake to always:
- (a) provide Us with full and timely co-operation (including making available all information and facilities reasonably required by Us) in respect of all Services and co-operate fully with Us and Our personnel. If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, You must obtain them before we begin to provide the Services;
 - (b) ensure that the Trader Representative can access the Property at the Agreed Times to provide the Services. You may either give Us a set of keys to the Property or be present at the Agreed Times to give the required access. We promise that all keys will be kept safely and securely;
 - (c) ensure that the Trader Representative has access to electrical outlets and a supply of hot and cold running water;
 - (d) pay the Final Fee promptly. Failure to do so may be considered a material breach;
 - (e) notify Us of any cancellations or alterations within as good and reasonable time as possible; and

- (f) not to perform Your obligations under this Agreement or otherwise act in any manner which may harm or bring into disrepute the Our name, goodwill, reputation or image.
- 5.2 You acknowledge that Our ability to provide the Services is dependent upon Your full and timely co-operation (which You agree to provide).
- 5.3 We shall charge, and You shall pay, any Additional Fees (and associated Product Fees) due in respect of any Additional Services (or additional Products).

6. OUR OBLIGATIONS & YOUR LEGAL RIGHTS

- 6.1 The Services shall be rendered in accordance with the agreed Job Specification and any other details set out in the Engagement Confirmation (the details of which may be amended by mutual agreement from time to time which may be subject to Additional Fees for Additional Services).
- 6.2 Subject to the receipt of all payments due, We agree to:
- (a) act with reasonable skill and care and in line with best practice when carrying out Our obligations under the Agreement and in accordance with any information provided by Us about the Services and about Us; and,
 - (b) make every reasonable effort to provide the Services on time. We cannot, however, be held responsible for any delays if an Event Outside Our Control occurs. See clause 10;
 - (c) act in Your best interests;
 - (d) request any information, items (or action) reasonably required from (by) You and do this as soon as is reasonably possible. If Your response is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result. If Additional Services are required from Us to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information or items that You have provided or action that You have (or have not) taken We may charge You reasonable Additional Fees for any Additional Services; and,
 - (e) comply with all relevant and applicable codes of practice and laws including Data Protection Legislation and when in force the [EU data protection regulation 2016/679](#), the Gas Safety (Installation & Use) Regulations 1998, Gas Safe and the NICEIC standards
- 6.3 Unless We have been specifically authorised to do so by You in writing, We shall not:
- (a) have any authority to incur any expenditure in Your name or account; or,
 - (b) hold Ourselves out as having authority to bind You.
- 6.4 We may subject to the following proviso, appoint a suitably qualified and skilled Substitute to perform the Services instead of the Trader Representative in the event of illness. We shall continue to invoice You and shall be responsible for the remuneration of the Substitute.
- 6.5 We may provide sketches, plans, diagrams or similar documents in advance of the Job. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification of the Job nor to guarantee specific results.
- 6.6 We will use reasonable endeavours to ensure that the Products We use match those chosen by You and are consistent at the Property (or relevant parts of the Property). However, We cannot guarantee the quality or consistency of the Products.
- 6.7 We will use reasonable efforts to remedy problems with the Services as quickly as is reasonably possible and practical in the relevant circumstances.
- 6.8 Subject to sub-clause 6.2(d), We will not charge You for remedying problems where the problems have been caused by Us, any of Our agents or employees or sub-contractors. If We determine that a problem has been caused by incorrect or incomplete information or items provided by You, or incorrect or incomplete action taken by You, sub-clause 6.2(d) will apply.
- 6.9 Where a Job is to last for more than one working day, We will where reasonably possible leave the Property in a clean and tidy state and minimise any disruption to Your use and enjoyment of the Property while work is being carried out. We will wherever possible store all tools and materials only in areas where work is being carried out or remove them from the Property at the end of each working day.



6.10 We will properly dispose of all waste that results from Our provision of the Services **OR** Unless expressly stated otherwise in the Engagement Confirmation, the Estimated Fee does not allow for waste disposal. All waste belongs to You and is Your responsibility to dispose of accordingly and responsibly. Waste disposal can be arranged at further cost and provided by an appropriately licenced contractor.

6.11 As a consumer, You have certain legal rights with respect to the purchase of services. If We do not perform the Services with reasonable skill and care, You have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to You, You have the right to a reduction in price. If the Services are not performed in line with information that We have provided about them, You also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to You (or if Our breach concerns information about Us that does not relate to the performance of the Services), You have the right to a reduction in price. If for any reason, We are required to repeat the Services in accordance with Your legal rights, We will not charge You for the same and We will bear all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full price and, where You have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 Calendar Days starting on the date on which We agree that You are entitled to the refund) and made via the same payment method originally used by You unless You request an alternative method. In addition to Your legal rights relating directly to the Services, You also have remedies if We use materials that are faulty or misdescribed.

7. THIRD PARTY PRODUCTS

7.1 As part of the Services, We may need to use Products manufactured and purchased by Third Party Retailers. We cannot make any guarantees to You as to the quality, safety or merchantability of Products or that the details promoting the Products are accurate in all respects and are not false nor misleading. Further, You acknowledge that We do not check, audit, vet, monitor or control: the identity, credit worthiness or bona fides of Third Party Retailers or their Products. Consequently, You release Us (and Our agents and employees) from all Claims and Losses (actual and consequential and direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with any Products purchased by You including their details or unavailability all of which are at Your own sole risk. Our Services offer no advice, recommendations and endorsements or legal representation under any circumstances.

7.2 Where We purchase a Product on Your behalf, legal title to the Product shall solely remain with Us until all Product Fees have been paid and received in full and clear funds by Us in accordance with Clause 4.3. Risk in the Product shall pass to You upon delivery to the Property.

8. CANCELLATION

8.1 **Your request to reschedule:** If You ask Us to change the Effective Services Start Date:

- We will where reasonably possible agree a revised Effective Services Start Date;
- If it is possible to agree an Effective Services Start Date either You or We may cancel the Agreement (clauses 8.5 and 8.6)

8.2 **Our request to reschedule:** If We ask You to change the Effective Services Start Date, You may either:

- agree a revised Effective Services Start Date with Us; or,
- cancel the Agreement (clauses 8.3 – 8.5).

8.3 **You cancel:** If You wish to cancel the Agreement *before* the Services begin, You may do so as referred to at clause 3.2.

8.4 **You cancel:** Once We have begun providing the Services, You are free to cancel the Services and therefore the Agreement at any time (which must be either given or confirmed in writing). If You have made any payment to Us for any Services We have not yet provided, these sums will be refunded to You as soon as is reasonably possible, and in any event within 14 Calendar Days of

Our acceptance of Your cancellation. For Services We have already provided, the relevant sums will either be deducted from any refund due to You or, if no refund is due, We will invoice You for those sums and You will be required to make payment in accordance with clause 4 and the Engagement Confirmation.

8.5 **You cancel:** If any of the following occur, You may cancel the Services and therefore the Agreement immediately by giving Us written notice and clause 8.4 shall apply. If You cancel because of Our breach under sub-clause 8.5(a), You will not be required to make any further payments to Us:

- We have breached the Agreement in any **material** way and have failed to remedy that breach within ten (10) Calendar Days of You asking Us to do so in writing; or,
- We enter liquidation or have an administrator or receiver appointed over Our assets; or,
- You and We have been unable to agree a revised Effective Services Start Date under clause 8.1(a) or You elect to terminate the Agreement under clause 8.1(b);
- We are unable to provide the Services due to an Event Outside Our Control (as under clause 10.2).

8.6 **We cancel:** If any of the following occur, We may cancel the Services and therefore the Agreement immediately by giving You written notice. If You have made any payment to Us for any Services We have not yet provided, these sums will be refunded to You as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice. For Services We have already provided, the relevant sums will either be deducted from any refund due to You or, if no refund is due, We will invoice You for those sums and You will be required to make payment in accordance with Clause 4:

- You fail to make a payment on time as required under clause 4 (this does not affect Our right to charge interest on overdue sums under sub-clause 4.8);
- You have breached the Agreement in any **material** way and have failed to remedy that breach within ten (10) Calendar Days of Us asking You to do so in writing;
- You and We have been unable to agree a revised Effective Services Start Date under clause 8.2(a) or You elect to terminate the Agreement under clause 8.2(b);
- We are unable to provide the Services due to an Event Outside Our Control (for a period longer than that in sub-clause 10.3).

8.7 For the purposes of this Clause 8 (and in particular, sub-clauses 8.5(a) and 8.6(b)) a breach of the Agreement will be considered **'material'** if it is not minimal or trivial in its consequences to the terminating Party. In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

9. LIABILITY

9.1 If We fail to comply with these Terms, We are responsible for loss or damage You suffer that is a foreseeable result of Our breach of these Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of Our breach or if it was contemplated by You and Us at the time We entered into the Agreement.

9.2 If We cause any damage to the Property, We will make good that damage at no additional cost to You. We are not responsible for any pre-existing faults or damage in or to Your Property that We may discover while providing the Services.

9.3 We only supply the Services for domestic, private and consumer use. Accordingly, We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of, or in connection with, the Terms for:

- any economic losses (including without limitation, loss of revenues, profits, contracts, business or anticipated savings); or,
- any loss of goodwill or reputation; or,
- any special or indirect losses suffered or incurred by that party arising out of or in connection with the provisions of any matter under these Terms. death or personal injury



caused by Our negligence or that of Our servants, agents or employees.

We do not in any way exclude or limit Our liability for:

- (a) death or personal injury caused by Our negligence or that of Our servants, agents or employees;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the relevant terms implied by the [Consumer Rights Act 2015](#).

9.4. We do not accept liability (except as set out below) for any errors and/or omissions contained in Your Engagement Confirmation which has undergone Execution by You.

9.5. Subject to clause 9.4, Our total maximum liability in aggregate arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise shall not exceed an amount equivalent to the total of the Final Fee (less any Product Fees) earned by and paid to Us in respect of the Services.

9.6. We shall not be in breach of any of Our obligations under this Agreement which arise or occur due to Your act, omission or default or Your failure to comply with any of Your obligations under this Agreement including Your failure to follow any reasonable instructions given by Us.

9.7. We shall maintain sufficient insurance cover to meet Our liabilities under this Agreement.

10. EVENT OUTSIDE OUR CONTROL

10.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under the Agreement that is caused by an Event Outside Our Control. If an Event Outside Our Control takes place that is likely to adversely affect the performance of Our obligations under the Agreement:

- (a) We will contact You as soon as reasonably possible to notify You; and,
- (b) Our obligations under the Agreement will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control; and,
- (c) We will inform You when the Event Outside Our Control is over and provide details of any new dates, times or availability of Services as necessary; and/ or,
- (d) You or We

10.2. If an Event Outside Our Control occurs and You wish to cancel the Agreement, You may do so in accordance with Your Cancellation Right.

10.3. If an Event Outside Our Control continues for more than four (4) weeks, We will cancel the Agreement in accordance with Our right to cancel under clause 3.3 (and clause 8.6) and inform You of the cancellation. Any refunds due to You as a result of that cancellation will be paid to You as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice.

11. OUR COLLECTION AND USE OF YOUR PERSONAL DATA

11.1. All Personal Data that We may collect (including, but not limited to, Your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Legislation and Your rights thereunder. We may use Your Personal Data to:

- (a) Provide the Services to You;
- (b) Process Your payment of Fees for the Services as applicable;
- (c) Inform You of new products and services available from Us. You may request that We stop sending You this information at any time using the contact details at clause 12.

11.2. In certain circumstances (if, for example, You wish to pay for the Services on credit), and with Your consent, We may pass Your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Act 1998 and should use and hold Your personal information accordingly;

11.3. We will not pass Your Personal Data to any third parties without first obtaining Your express permission.

12. COMMUNICATION BETWEEN US

12.1. If You wish to contact Us with questions or complaints, You may contact Us at 07931-992-965 or info@peterboroughgas.co.uk.

12.2. We always welcome feedback from Our customers and, while We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.

12.3. Where You must contact Us in writing, You may use the following methods:

- (a) Contact Us by email at info@peterboroughgas.co.uk; or,
- (b) Contact Us by pre-paid post.

13. SERVICES GUARANTEE

13.1. We guarantee that the product of the Services provided will be free from material defects for a period of about 12 months following completion of the Job. If any defect in the product of the Services appears during the guarantee period, We will rectify the defects free of charge.

14. GENERAL

Assignment: This Agreement shall be binding on and inure to the benefit of each of the Parties and their respective successors and assigns. We may assign Our obligations and rights under these Terms if We sell Our business. If this happens We will inform You in writing. Otherwise, neither Party shall assign or sub-contract any of its rights or obligations under this Agreement (in whole or in part) without the prior written consent of the other Party (such consent not to be unreasonably withheld).

Counterparts & Email: This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement. No counterpart shall be effective until each Party has executed at least one counterpart. A counterpart signature page of this Agreement executed by a Party may be sent by fax or transmitted electronically, in either Tagged Image Format Files (TIFF) or Portable Document Format (PDF), and shall be treated as an original, fully binding, and with full legal force and effect. The Parties waive any rights they may have to object to this treatment.

Enforceability: If it turns out that a particular clause is found to be unlawful, invalid or otherwise unenforceable by any court or other authority, this will not affect any other clauses.

Entire Agreement: This Agreement (which includes the Schedules) constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements and understandings relating to the matters provided for herein. The Parties acknowledge that they have not relied on any oral or written representations made by the other Party or the other Party's representatives in entering into this Agreement, including any information or material provided by Us.

Status: We confirm that Our relationship with You under this Agreement is that of an independent contractor company and that nothing in this Agreement will create a relationship of employer and employee, principal and agent, or partnership between Us.

Waiver: If either Party does not comply with these Terms and the other Party does not take action immediately, this doesn't mean that that Party are giving up any rights that they may have (such as taking action in the future).

Third Party Rights: The Agreement is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of the Agreement.

15. DEFINITIONS AND INTERPRETATION

Agreed Times: means the times which You and We agree for that We will have access to the Property to complete the Job as specified in the Engagement Confirmation.

Agreement: consists of the Engagement Confirmation and these Terms which together represent a legally binding and enforceable contract.

Additional Fees: refers to fees payable in respect of Additional Services.

Additional Services: refers to any work undertaken either outside the Agreed Times at the request of the Customer and/or work which exceeds the remit of the Job Specification and is therefore considered to be extra work incurring Additional Fees which will increase the Estimated Fee.

Balance Payment: refers to the outstanding Service Fees remaining payable as set out in the Engagement Confirmation.



Business: means any business, trade, craft or profession carried on by You or any other person/organisation.

Calendar Day: means any day of the year.

Cancellation Period: 14 Calendar Days from Execution.

Cancellation Regulations: Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Cancellation Right: as referred to in the Engagement Confirmation and clause 3.2.

Card Processing Fee: a per transaction processing fee charged to the Customer in respect of payments taken by credit or debit card as set out in the Commercial Terms.

Claims: means all demands, claims and liability (actual and consequential and direct and indirect and whether known and unknown, suspected and unsuspected, disclosed and undisclosed, criminal or civil, in contract, tort or otherwise for all Losses including any other expenses of any nature whatsoever.

Commencement Date: refers to the date of Execution as distinct from the Effective Services Start Date.

Consumer: means a "consumer" as defined by the Consumer Rights Act 2015, and in relation to these Terms means an individual customer who receives Services for their personal use and for purposes wholly or mainly outside the purposes of any Business.

Contract Term: refers to the duration of the engagement as referred to at clause 3.1.

Data Protection Legislation: means all applicable data protection laws, regulations, legislative and regulatory requirements and codes of practice and when in force the [EU data protection regulation 2016/679](#).

Deposit: refers to the advance payment made to Us.

Effective Services Start Date: refers to the day it is agreed that the Services shall begin as may be distinct from the Commencement Date.

Engagement Confirmation: means the document set out at the forefront of these Terms confirming the details of Your Order which when executed by You and Us forms the Agreement and a legally binding and enforceable contract.

Estimated Completion Date: as set out in the Engagement Confirmation.

Estimated Fee: means the fee set out in the Engagement Confirmation which may change according to the actual work undertaken (and Products provided).

Estimation: means the initial quotation We give to You in response to Your Order detailing the Services (and Products) We will provide to You and the Estimated Fee We will charge You.

Event Outside Our Control: any happening or event beyond the reasonable control of the Party concerned including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of supplier or any other party), failure of a utility service or transport or telecommunications network, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or Sub-Contractors, injury to supplier persons, any act of God including fire, flood, earthquake, windstorm or other natural disaster; war, threat of or preparation for war, armed conflict,

imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions; terrorist attack, civil war, civil commotion or riots; nuclear, chemical or biological contamination or sonic boom; fire, explosion or accidental damage; extreme adverse weather conditions; mandatory compliance with any law (including a failure to grant any licence or consent needed or any change in the law or interpretation of the law) which results in a failure or delay in the performance of that Party's obligations under these terms.

Execution: refers to the act of contract acceptance which coincides with the Commencement Date.

Fees: includes all fees payable by the Customer to (and/ or via Us) i.e. Service Fees and any Additional Fees as well as Product Fees as applicable.

Final Fee: means the total of all fees You must pay which will be shown on the invoice issued in accordance with clause 4 of these Terms.

Hourly Fees: refers to those Service Fees as applicable payable hourly.

Job: means the complete performance of the Services.

Job Specification: refers to the details of the Job to be performed as agreed between us and as set out in the Engagement Confirmation.

Losses: claims, losses, demands, actions, third party claims, damages, costs (including court costs and legal fees), fines, liabilities, obligations, liens and expenses.

Order: means Your request for Us to provide the Services.

Personal Data: as defined in the Data Protection Legislation.

Product(s): means the estimated products required for the Job which We may supply (if any) via a Third Party Retailer as specified in the Engagement Confirmation.

Product Fees: refers to the price payable for Products.

Property: refers to the location/ work area where the Services are to be performed.

Service Terms: refers to these Terms set out in this Schedule 1.

Service Fees: refers to Our estimated charges for the provision of the Services to the exclusion of Products and as set out in the Engagement Confirmation and clause 4 which includes the Deposit and any Balance Payment as applicable.

Services: means the plumbing and gas services which are to be provided by Us to You as more particularly described in the Job Specification.

Substitute: a substitute for the Trader Representative.

Terms: refers to these Service Terms set out in this Schedule 1.

Third Party Retailer: refers to the party who is the owner of, or licensor of, the Products.

Third Party Retailer Terms: refers to the trading terms governing the Products which are owned by, or licensed to Third Party Retailers and promoted or introduced to You.

Trader Representative: refers to Our employee or sub-contractor who is Your main point of contact in respect of the provision of the Services as referred to at clause 2.3.

Visit: means any occasion, scheduled or otherwise, on which the Trader Representative visits the Property to provide the Services.