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ACLJ PLUMBING AND HEATING

ACCEPTANCE OF QUOTATION: TERMS AND CONDITIONS

DEFINITIONS

"**Customer**" means any person or Company who purchases Goods and Services from ACLJ Plumbing and Heating (referred to in this document as "ACLJ", "We" or "Us")

"**Goods**" means the articles specified in the Quotation (sometimes referred to in this document as "Materials");

"**Quotation**" means the statement of work, quotation or other similar document describing the Goods and Services to be provided by ACLJ attached to these Terms and Conditions

"**Services**" means the services specified in the Quotation (sometimes referred to in this document as "Work");

"**Terms and Conditions**" means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Customer and ACLJ.

1. GENERAL

These terms and conditions shall apply to all trading between ACLJ and the Customer and shall form part of this contract. Acceptance by us of your order is conditional upon acceptance by you of the following Terms and Conditions which override all other terms or conditions inconsistent therewith, express, implied or otherwise.

2. QUOTATIONS

Quotations are valid for 30 days. Quotations may be withdrawn at any time before receipt of the Customer's acceptance and shall be deemed to be withdrawn if a signed acceptance is not received within thirty days from the date of quotation.

3. PAYMENT

a) Unless the sale is for cash or other credit terms have been expressly agreed all accounts are due for payment within 7 days of invoice date.

b) Where materials are required, and the Quotation details as such, payment in advance must be received by ACLJ before the Services can commence. In the event of such order being cancelled at any point after ACLJ receive the signed Quotation acceptance and payment for materials, ACLJ will not be liable to refund the Customer for the materials.

c) We reserve the right to refuse to execute any order or contract if the arrangements for payment of the customer's credit are not satisfactory to us. In the case of non-payment of any account when due or in case there shall be any default or refusal on the part of the customer to take due delivery of any goods or materials or in the case of death, incapacity, bankruptcy or insolvency of the customer or when the customer is a limited company in the case of liquidation or the appointment of a Receiver, then the purchase price of all goods and or work invoiced and or delivered by us to the customer to date shall immediately become due and payable from the customer to us and in addition we are to have the right to cancel every contract made with the customer or to suspend or continue delivery of goods and materials at our option without prejudice to our right to recover any loss sustained interest at the rate of 4% per annum above the current Barclays Bank plc base rate shall be payable in respect of all sums outstanding.

d) The customer shall not be entitled to withhold payment of any amount payable under the agreement to us by reason of any dispute or claim by the customer in connection with the agreement nor shall the customer be entitled to set off against any amount payable under the agreement to us any amount which is not then due and payable by us or for which we dispute liability.

4. PRICE

a) Our quotations and prices are based on costs prevailing at the time when they are given or agreed. We shall be entitled to adjust the price of the goods as at the time of delivery by such amount as may be necessary to cover any increase sustained by us after the date of the quotation or order in any direct or indirect costs of making, obtaining, handling or supplying the goods.

b) Our quotations are based on prices applicable to the quantities specified in the Quotation. In the event of orders being placed for lesser quantities we shall be entitled to adjust the price of the goods as ordered to take account of the variation in quantity.

5. DELIVERY

a) Delivery dates are estimates only and the time of delivery shall not be of the essence of the contract. We shall not in any event be liable to compensate the customer in damages or otherwise for any non-delivery or late delivery of goods or for any loss consequential or otherwise arising therefrom.

b) Unless otherwise expressly agreed in writing our prices and Quotations only cover delivery and working on normal working days and during normal working hours. All deliveries made or work done at the customer's request on Bank holidays Sunday and Saturday afternoons and outside normal working hours, will be subject to extra charges.

6. THIRD PARTIES

ACLJ do not assume responsibility for any products or services supplied by or carried out by any third parties, including but not limited to: a) suppliers and manufactures of gas and electrical appliances, sanitary ware or building materials b) other tradesmen who may be carrying out work on site. If materials or appliances received from manufactures or suppliers should be damaged or faulty ACLJ will make every effort to have the appliance/materials exchanged or repaired with / by the manufacturer or supplier as promptly as is reasonably possible in accordance with the manufacturer or supplier's repair /returns policy.

7. COMPLETION/INSPECTION OF WORK

The customer shall inspect the work immediately upon completion thereof and shall within two days from such inspection give notice to ACLJ of any matter or thing by reason whereof the customer may allege that the work is not in accordance with the order. If the customer shall fail to give such notice the work will be deemed to be in all respects in accordance with the contract and the customer shall be invoiced accordingly.

8. REPRESENTATIONS, TITLE AND RISK

a) Although guidance and advice may be offered by ACLJ (including examples in catalogues, samples etc), the customer is responsible for the suitability of the goods or materials ordered.

b) The property in the goods shall not pass to the customer but shall remain vested in us until all sums owing from the customer to us on whatsoever grounds shall have been paid and until such time the customer shall hold the goods on trust for us. Such sums shall not be treated as paid until all cheques, bills or other instruments of payment given to us by the customer have been met or honoured in accordance with their terms. In the event of payment being made by instalments title shall not pass until we have received the final instalment.

c) If the customer shall default in the punctual payment of any sum due to us we shall be entitled forthwith to repossess any goods which remain our property and the customer shall for that purpose afford us access to and we shall be entitled to enter any premises in the occupation of the customer or to which he has access and where the goods may then be situate. The customer shall be obliged to inform us of the place where the goods are stored.

9. CANCELLATION

If at any time during the execution of the work the Customer cancels or suspends the work an invoice will be raised by ACLJ immediately for any materials used/ordered and any labour carried out to date. Payment of this invoice will become due immediately.

10. RELEVANT LAWS

This contract shall be governed by the Law of England and English Courts shall have jurisdiction.