

**TERMS AND CONDITIONS ON WHICH  
TOM BRISTOW PLUMBING  
PROVIDES PLUMBING MAINTENANCE AND SERVICING**

Tom Bristow Plumbing provides its services on the following terms and conditions.

**1. THE MEANING OF SOME WORDS USED IN THESE TERMS AND CONDITIONS**

<b>"we", "us" or "our"</b>	is a reference to Tom Bristow trading as TS <sub>1</sub> Bristow Plumbing
<b>"you" or "your"</b>	is a reference to the person to whom we are providing our Services and who is required to pay for the Services we provide <sub>2</sub>
<b>"Commencement Date"</b>	means the date upon which a contract between you and us comes into being in accordance with clause 3
<b>"Contract"</b>	means the contract that comes into being between you and us in accordance with clause 2
<b>"Premises"</b>	means the place where we will provide the Services <sub>3</sub>
<b>"Services" and "your Services"</b>	means the services to be provided under the plan set out in clause 2 which you have entered into or any additional plan agreed by us in writing
<b>"Term"</b>	has the meaning given to it in clause 4

**"Year"** means 12 months from the Commencement Date and each anniversary of the Commencement Date for the duration of the Term

## 2. MAINTENANCE AND SERVICE CONTRACTS

2.1 Set out below are the benefits associated with each type of service and/or maintenance plan and when any of these phrases are used in these terms they shall have the meanings set out in this clause.

**"System Breakdown Plan"** means the service of the central heating boiler once each Year and repair of any breakdowns in the central heating boiler and the entire central heating system excluding unvented hot water cylinders, thermal stores, replacement or repair of fan convectors or immersion heaters and replacement of towel rails or designer radiators.

**"Boiler Breakdown and Service Plan"** means undertaking one boiler service each Year and repairing your central heating boiler in the event of a breakdown.

**"Boiler Service Plan"** means one service each Year of your central heating boiler.

**"Breakdown Cover"** means one toilet repair per Year; one tap repair per Year; one pipe burst repair per Year, such pipe burst to include leaking copper-to-copper pipe joints and copper-to-domestic appliance interface joints; and one ball valve repair. Any additional plumbing repair required during the Term will be paid for at our normal hourly rate.

## 3. ENTERING INTO A LEGALLY BINDING CONTRACT

- 3.1 A contract between you and us will come into being in one of two ways:
  - 3.1.1 when you sign the order form we and you will enter into a legally binding contract on the date you sign; or
  - 3.1.2 where you and we agree orally that we should provide the Services then there will be a legally binding contract on the date of our oral agreement.
- 3.2 We suggest that before you sign the order form or orally agree to us providing Services that you read through these terms and conditions. If you have any questions concerning them please ask us.
- 3.3 You should keep a copy of these terms and conditions for your records.

#### **4. TERM**

The Contract commences on the Commencement Date and will continue for an initial period of 12 months after which it will remain in force until terminated by either party giving at least 90 days' notice of termination to the other to expire on the anniversary of the Commencement Date or any subsequent anniversary (the "Term").

#### **5. PROVIDING THE SERVICES**

- 5.1 On the Commencement Date we will normally start providing the Services to you at the Premises straight away or on a date agreed between us without further discussion with you. Timing of the provision of the Services will be as set out in clause 7.

- 5.2 Our aim is to always provide you with the Services:
- 5.2.1 using reasonable care and skill;
  - 5.2.2 in compliance with commonly accepted practices and standards in the plumbing trade;
  - 5.2.3 in compliance with any relevant laws and regulations in force at the time we carry out the Services.

**6. DAYS AND TIMES WHEN WE NORMALLY PROVIDE THE SERVICES**

- 6.1 Unless we agree otherwise we will provide the Services on normal working days and start work no earlier than 8.00 am and finish work no later than 5.00 pm. A normal working day for us means Mondays to Fridays, excluding any bank or other national holidays
- 6.2 Where your Services include servicing, you will be sent a letter or approached by telephone, proposing a service date. This will normally be between the months of April and September, as in winter repairs take priority over servicing. It is your responsibility to contact us to confirm, or rearrange the service as required within the relevant Year. If you do not contact us to confirm/ rearrange the date for your maintenance service within the relevant Year, then we reserve the right not to carry out the maintenance service.
- 6.3 If your Services include repair, you can call us to ask for us to attend to carry out a repair between the hours of 8.00am and 5.00pm, Monday to Friday. If you smell gas or are worried about gas safety, you can call the National

Gas Emergency Service free on 0800 111 999 at any time, day or night.

- 6.4 If you are calling about a repair to a fault in your plumbing or heating system which is causing damage to your property, you may telephone us on the above number at any time and we will explain to you how to shut off your system to stop the leak.
- 6.5 In the event of you calling us for a repair, we will use all reasonable endeavours to attend the Premises within 3 Business Days of your call or if your call is for a repair to damage to your system where water is causing damage to your property, we will use all reasonable endeavours to attend within 24 hours of your call.

## **7. TIMING**

### **7.1 Our responsibility to perform the Services by particular dates**

We aim to carry out the Services by the dates and times we either agree with you or notify to you. But we cannot guarantee or provide a firm commitment that:

- 7.1.1 we will start performing the Services by a specified date or time; or
- 7.1.2 we will complete the performance of all the Services by any specified date or time; or
- 7.1.3 the performance of any individual part of the Services will be completed by a specified date or time.

### **7.2 What can happen if we cannot start performing the Services or complete performing the Services**

7.2.1 With the exception of circumstances set out in clause 7.3, if we do not start or do not complete performing the Services within a reasonable period from the date(s) we have agreed or notified or we notify you that we are unable to complete the Services for technical reasons then you may either choose either to continue to wait until we can start performing the Services or complete performing them or you can cancel the Contract and we will refund to you any payments received from you since the Commencement Date or the last anniversary of the Commencement Date, whichever is the later.

**7.3 Situations or events outside our reasonable control**

7.3.1 In addition, there are certain situations or events which occur which are not within our reasonable control (some examples are given in the next numbered paragraph). Where one of these occurs we will normally attempt to recommence performing the Services as soon the situation which has stopped us performing the Services has been resolved. In such circumstances there may be a delay (sometimes a substantial delay) before we can start or continue performing the Services.

7.3.2 The following are examples or events or situations which are not within in our reasonable control:

7.3.2.1 where weather conditions make it impossible or unsafe for us to perform any of the Services;

7.3.2.2 where we are unable to gain access to the Premises to carry out the Services at the times and dates we have agreed with you;

7.3.2.3 where the areas in the Premises have not be readied by you as we and you have agreed in order for us to perform the Services; or

7.3.2.4 for other some unforeseen or unavoidable event or situation which is beyond our control.

7.3.3 If the delay in us recommencing performing the Services in these circumstances beyond our control will be excessive then we will offer you the option of either:

7.3.3.1 continuing to wait until we are able to recommence performing the Services; or

7.3.3.2 allowing you cancel the contract in which case we will refund to you any payments received from you since the Commencement Date or the last anniversary of the Commencement Date, whichever is the later.

## 8. EXCLUSIONS

8.1 The following are excluded from our obligations to undertake service and/or maintenance under this Contract:

- 8.1.1 damage caused by sludge or central heating system debris;
- 8.1.2 damage caused by limescale or hard water;
- 8.1.3 adjusting time and temperature controls;
- 8.1.4 replacement of any decorative parts;
- 8.1.5 any pipes either located underground or outside the Premises;
- 8.1.6 inherent defects or inadequacies to the original system design or appliance design;
- 8.1.7 pipework, wiring or flues buried in the fabric of the building including underfloor heating;
- 8.1.8 any defects or damage caused by malicious or wilful action, negligence or third party interference;
- 8.1.9 any defect or damage caused by fire, lightning, explosion, flood, storm, tempest, frost, impact or other extraneous cause;
- 8.1.10 any defect or damage occurring from a failure of the public electricity, gas or water supply;
- 8.1.11 removing asbestos associated with repairing the appliance or system;



8.1.12 replacement or repair of unvented hot water cylinders, thermal stores, replacement or repair of fan convectors and replacement of towel rails, LST and designer radiators; or

8.1.13 complete appliance replacement for any reason.

## **9. PAYMENT**

### **9.1 When payment is required**

Payment for our Services are normally made in two ways, either:

9.1.1 annually, in which case payment of the agreed annual fee will be made on the Commencement Date and then within 15 days of the anniversary of the Commencement Date during the Term; or

9.1.2 monthly, in which case payment of the agreed monthly fee will be made on the first day of each month during the Term.

### **9.2 VAT**

All amounts stated (whether orally or in writing) are exclusive of VAT, which will be added at the rate currently in force.

### **9.3 If you do not pay when required to**

If you fail to make payment by the date or time we and you agree we may:

9.3.1 charge you interest (at National Westminster Bank Plc's base interest rate plus 3%) on any outstanding amounts if those outstanding amounts remain unpaid for more than 15 days from the due date for payment; and/or

9.3.2 cancel the Contract without liability and without making repayment of any sums to you

## **10. THINGS YOU WILL NEED TO DO**

10.1 If we are performing the Services at the Premises then you should:

10.1.1 make the areas where the Services are to be performed ready;

10.1.2 remove any items etc which will stop or hinder in the performance of the Services;

10.1.3 protect your items or possessions from the effects of us performing the Services; and

10.1.4 allow us to gain access to the Premises at the dates and times we and you have agreed we will perform the Services.

10.2 You will obtain all necessary consents, permissions and approvals before we start performing the Services.

10.3 Where the Services to be performed include the maintenance or configuring of any electrical, electronic or manual items including your boiler, you will make available at the time we perform the Services any instruction manuals or installation guides you may have.

10.4 You will make available to us such domestic facilities at the Premises as we reasonably require.

## **11. EXCLUSION AND LIMITATION OF LIABILITY**

11.1 We do not exclude or limit liability for our negligence or negligent omission which causes you personal injury or death.

11.2 We shall only be liable for any loss or damage suffered by you which is a reasonably foreseeable consequence of a breach by us of this Contract. In the event that any loss or damage suffered by you relates to your business activities or use of the Premises for commercial purposes then we exclude all liability for any business loss and in particular we exclude all liability for loss of profits or other economic loss arising out of a breach of this Contract.

## **12. COMMUNICATING WITH US**

12.1 You can always telephone (our contact number is 07818 406655).

12.2 However, for important matters we suggest that you use writing and send any communications by post to 9 Higson Road, Lincoln, LN1 3XB or email us at [tbristow@me.com](mailto:tbristow@me.com) .

## **13. CANCELLATION BY YOU**

Once we and you enter into a binding contract you will not be able to cancel the contract, except where we agree or as otherwise provided for in this contract.

## **14. AMENDMENTS TO THE CONTRACT TERMS AND CONDITIONS**

We will have the right to amend the terms and conditions of this Contract where:

14.1 we need to do so in order to comply with changes in the law or for regulatory reasons; or

14.2 we need to correct any errors or omissions (and this right includes the right to change any of the documentation which forms part of the contract), as long as such correction is minor and does not materially affect the contract.

Where we are making any amendment we will give you 30 days' prior notice (unless the contract is terminated before that period).

**15. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

**16. LAW AND JURISDICTION**

This contract (including any non-contractual disputes or claims) shall be governed and construed by the law of England and you and we agree to submit to the jurisdiction of the courts of England and Wales.