

GENERAL TERMS AND CONDITIONS

1. Definitions. "the Company" shall mean Macror Plumbing Ltd. "Client" shall mean the client whose name and details appear overleaf.
2. General
 - 2.1 These terms and conditions constitute the entire contract between the Company and the client.
 - 2.2 The client shall be treated as a commercial or domestic client according to the Company's reasonable discretion
 - 2.3 All quotations are given and all orders are accepted on these terms.
 - 2.4 No party has relied on any representation or promise except as expressly set out in this contract.
 - 2.5 No modification of these terms shall be effective unless made by express written agreement between the parties. The signing by the Company of any of the client's documents shall not imply modifications of these terms.
3. Quotations
Quotations are subject to withdrawal at any time before receipt of confirmed instructions from the client and shall be deemed to be withdrawn unless so accepted within 90 days from their date.
4. The Work
The work to be performed ("The Work") is specified in the quotation. All descriptions contained in our price list or otherwise communicated to the client are intended merely to present a general idea of the work described therein and nothing contained in any of them shall form any part of the contract. Any variation agreed between the Company and the Client in the Work shall be deemed to be an amendment to this contract and shall not constitute a new contract.
5. The Price
The Price payable by the client is specified in our quotation. The Company reserves the right to increase the price before carrying out the work by an amount equivalent to any increase to the Company in the cost of relevant materials since the date of the quotation save that if this would increase the price by more than 10% the Client shall be given the opportunity to cancel the contract.
6. Cancellations
Subject to paragraph 5 the client may not cancel the contract without the consent of the Company which if given shall be deemed to be on the express condition that the Client shall indemnify the Company against all loss, damage claims or action arising out of such cancellation unless otherwise agreed in writing.
7. Payment Commercial Clients
 - 7.1 Invoices will be submitted to the client on completion of the work and payment shall be made to the Company on completion of the Work or at the sole discretion of the Company maybe made within 30 days of the date of invoice.
 - 7.2 Where a preventative maintenance agreement exists, the client will be invoiced on each major cleaning operation on a pro-rata basis unless agreed otherwise by the Company in writing. Interest will be charged (both before and after any judgement) on any outstanding sums at 3% over the Bank plc base rate from time to time from the date due until the outstanding sums are paid in full.
8. Commencement and completion of orders
Dates specified for the commencement and completion of the Work are estimates only and shall not be the essence of the contract.
9. Inspection of Work
The client shall inspect the Work as far as is reasonably possible immediately on completion of it and shall within 7 days give written notice to us in detail of any grounds on which he alleges that the work is not in accordance with the contract. If the client fails to give such notice the work shall conclusively be presumed free from any defects which would be apparent on reasonable examination of the work.
10. Indemnity
The client shall indemnify the Company against all actions, suits, claims, demands, losses, charges, costs and expenses which the Company may suffer or incur in connection with a claim by any third party alleging facts which if established would result in a breach of the client's obligation, undertakings, representations and warranties under this agreement.
11. Whole Agreements and Exclusion Liability
These terms set out the Company's entire liability in respect of the Work, and the Company's liability under them shall be in lieu and to the exclusion of all other warranties, conditions, terms and liabilities expressed or implied statutory or otherwise in respect of the Work and quality therefore (all liability in respect of which, howsoever arising is expressly excluded) except any which by law cannot be excluded save as provided in these terms and except as aforesaid the Company shall not be under any liability whether in contract or otherwise, in respect of defects in the work or failure to correspond to specification or for any injury, damage or loss resulting from any such defects or failure or from carrying out of any work.
12. Limitations of Liability
The Company's liability (if any) whether in contract or otherwise in respect of any defects in the Work, or for any breach of this agreement of any duty of care or otherwise owed to the Client in connection herewith shall be limited to the invoice value of the Work.
13. Dangerous Gases, Liquid, Materials
 - 13.1 Prior to the commencement of the work, the client shall inform the Company of all dangerous gases, liquids and any other materials of any nature whatsoever which are present on the premises where the work is to be carried out and which could constitute a danger to the Company or its employees in carrying out the Work or otherwise.
 - 13.2 The client shall ensure that the Company is in good time properly advised in writing of all precautions which need to be taken on account of the presence of any such dangerous materials. The Client shall provide suitable cleaning facilities and, if circumstances require it, a qualified and competent safety advisor to advise on the safe execution of the Work. The Client shall notify the Company in writing of any special requirements laid down by all relevant authorities and the Client shall be responsible for all loss or damage whether direct or indirect or consequently due to the Client's failure to fulfil any of the above obligations. If the Client shall fail to comply with the above the Company's obligation to carry out the Work shall cease.
14. Access
The Client shall provide clear access to all drains, sewers, inspection covers and manholes to enable the Company to carry out the Work. The Client shall provide if possible a plan showing drain layouts. If this is not available the Company reserves the right to render additional charges if blockages occur in drains not covered by the specification or if it is necessary to trace unidentified drains to complete the Work. The Client shall obtain all relevant and necessary permissions for the Company to proceed over property belonging to third parties where necessary for the proper execution of the Work and shall obtain any permission necessary to carry out work on property belonging to third parties. The Client shall indemnify the Company against all claims of whatsoever nature made by third parties and arising out of our presence on their property save where such claims result directly from negligence on our behalf. The Client shall be liable to the Company for all loss or damage whether direct, indirect or consequently suffered as a result of failure or delay by the Client in prolonging the obligations referred to above.
15. Work Guarantee
Subject to clause 9 above the Company guarantees completed work for a period of 28 days from completion provided always that this guarantee shall not apply to defects resulting from misuse or faulty workmanship by the Client, its employees and subcontractors or any other third party working for or on the direction of the Client.
16. Force Majeure
The Company will use its best endeavours to carry out the Work on the agreed dates but shall not be under any liability to the Client if it should be either impossible or impracticable to carry out the Work on the agreed date or dates or by reason of strikes, lock out, industrial disputes, acts of God or any other event or occurrence beyond the Company's control.
17. Client's Liability
The Client shall be liable for all loss, damage or injury (whether direct, indirect or consequential) resulting from failure or delay in the performance of its obligations under these terms.
18. Additional Labour and Equipment
The Client undertakes at its own expense to provide such additional labour the Company may reasonably require to enable the Company to carry out the Work. Such additional labour shall be suitably qualified and experienced to carry out the Work as required by us. The client shall also provide on request such scaffolding, ladders or other equipment as may be necessary in order to reach access points.
19. Removal of Deposits
Unless otherwise agreed in writing the Client will be responsible for the removal from site of deposits extracted by our operators from drainage pipework or sewer systems.
20. Frozen Pipes
The Company will not be liable for any fractured or frozen pipes and cannot guarantee to clear blockages occurring in a frozen pipe or drain.
21. Traffic
The Client will make all necessary arrangements with the proper authorities for traffic controls and signals required in connection with the carrying out of the work. If these are not provided or are inadequate, the Client shall be liable for any loss or damage resulting therefrom.
22. Water and Power
The Client will be responsible for providing all necessary power and a clean water supply from the mains or fire hydrant. Should it become necessary for the Company to use a metered hydrant and supply controlled by the water authorities, all resulting charges made by the authority will be recharged to the Client.
23. Damage to Equipment
The Client will be responsible for any damage that might be caused to trailer mounted jetting units, tanker jetting units, vacuum units and TV surveying units should the Work require them to operate away from normal tarmac or a laid surfaced road. The Client will also be responsible for equipment lost or damaged due to fractured pipes, drains or conduits.
24. Waiver Variation Etc.
No waiver by the Company of any breach shall operate as a waiver or any preceding or subsequent breach. No variation shall be effective unless sanctioned in writing by the Company. No forbearance or delay on the Company's part shall prejudice the Company's rights hereunder.
25. Additional Work
Every reasonable precaution will be taken to ensure that no additional costs are incurred by the Client. It is however agreed and a condition hereof that should further work be necessary to complete the contract and where no site representative is available the Company has the Client's authority without further reference to extend the working day to complete the Work. Additional hours will be charged on a pro-rata basis or in accordance with the Company's current rates.
26. Price Charges/Continuing Agreements
Subject to paragraph 5 prices in fixed terms or continuing agreements will be held for 2 years or length of the agreement if shorter after which time we shall be entitled to charge Macror Plumbing standard rates as varied from time to time. All written notices given by the Company to the Client shall take effect 24 hours after having been dispatched by the Company in the normal course of mail delivery to the Client's address shown overleaf.
27. Governing Law
These Terms & Conditions shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.
28. The invalidity illegality or unenforceability of any Provision of these Terms & Conditions shall not affect the other conditions.
29. Parking
All parking costs to be included in the final invoice.
30. The Client must at all times contact the Company in its dealings and not contact the Engineer directly under any circumstances.
31. The Company's rates are as follows: from £70 per hour from 0800-1800 hrs minimum 1 hour and from £35 per half hour thereafter. From £90 per hour 1800-2200 hrs and from £130 per hour from 2200-0800 hrs. Sunday hours are from £130 per hour.
32. Any unpaid invoices will be referred to Daniels Silverman Limited and be subject to a surcharge of 15% plus vat to cover collection costs. This surcharge together with all other charges and legal fees incurred will be the responsibility of the client and will be legally enforceable.