

TERMS AND CONDITIONS OF BUSINESS

1. Interpretation of these Terms and Conditions of Business

In these Terms and Conditions of Business, any reference to “we”, “us”, “our” or “Company” shall mean Greg & Co Building Services Ltd, registered in England and Wales under registration number 08712969 and VAT number 177673756.

“**Customer**“: means the person, business, firm, partnership or corporate body issuing instructions to the Company.

“**Invoice**“: means a written demand from the Company for payment.

“**Materials**“: means materials, parts or supplies, plant or machinery supplied by the Company as part of its normal business.

“**Operative**“: means the representative appointed by the Company.

“**Quotation**“ or “**Quote**“: means the written estimate of the Company to provide the Services and Materials.

“**Rate Card**“ or “**Rates**“: means the Company’s prescribed charge rates applicable from time to time.

“**Services**“: any reference to Services shall include services, advice or information supplied by, or work carried out or undertaken by the Company as part of its normal business.

2. Terms of Business

- a) These terms and conditions of business will come into effect upon the acceptance by the Customer of a Quote or acceptance of an appointment.
- b) Unless otherwise agreed these terms and conditions of business shall apply to any future instructions given by the Customer to the Company.
- c) Central Heating System Power flushes will be subject to additional terms and conditions which are annexed hereto.
- d) The Company reserves the right to refuse or decline work at its own absolute discretion. Where the Company agrees to carry out works for the Customer those works shall be undertaken by the designated Operative of the Company at its absolute discretion.

3. Working Hours and Rates

- a) The Company may have agreed with the Customer a fixed fee for the Services it will carry out, for which a written Quotation will have been provided, in which case this clause 3 (a) to (d) will only apply for Services outside of that fixed fee arrangement or any additional Services provided.
- b) The normal working hours of the Company are between 8am and 5pm Monday to Friday (excluding any Bank Holidays). Call-out requests will be charged on the basis of an initial call-

out charge plus a half-hourly charge thereafter. Charges will be as per the Company's Rate Card, which will be provided upon request.

- c) Outside of our normal working hours i.e. after 5pm on weekdays, weekends and Bank Holidays additional charges apply. Upon the Customer's request to work outside of normal working hours, an extra cost for the uplift of labour will be agreed and charged in addition to the Quoted price. Charges will be as per the Company's Rate Card, which will be provided upon request.
- d) Charges are per individual Operative and are *exclusive* of the costs of Materials and VAT.
- e) Quotations are valid for 30 days. The labour Rate Quoted and agreed when Services are commissioned, is the Rate the Services will be charged at. This applies even if the Services continue into a different charging period that results in the rate being reduced or increased. However the Company reserves the right to make changes to the Quotation if scope and specification amendments are requested by the Customer.
- f) The Company shall use reasonable endeavours to observe all health and safety rules and regulations, and any other reasonable security requirements that apply at the Customer's premises, of which reasonable prior written notice has been given to the Company. If such requirements are provided after a Quotation has been agreed the Company reserves the right to adjust the Quotation if necessary to reflect any onerous terms.
- g) Any informal estimate given may be subject to change due to unforeseen circumstances and changes made by the Customer.
- h) Occasionally the Company's attempts to effect a repair will be unsuccessful. Provided that the Company's decision to attempt the work was made in good faith, all time incurred in conducting such work will be charged for at normal Rates. A written report of recommendations will be provided for the further works required.
- i) The Company shall charge waiting time to the Customer at the full labour Rate, if any of the Company's employees or agents are delayed from providing the agreed Services, due to any fault or action of the Customer or their employees or agents.

4. Programme of Work

- a) Reasonable efforts will be made to meet the requirements of the Customer but no guarantee can be given of the date or time of commencement or completion of the Services. The Company shall use reasonable endeavours to meet any performance dates specified in a Quotation but any such dates shall be estimates only and time shall not be of the essence for performance of the Services. There will be no penalties for late completion of the Services and the Customer shall not be entitled to request or demand a discount.
- b) The Company accepts no responsibility and will not be in breach of contract nor liable for any delay in the execution of the Services, or damage or inconvenience caused, due to events, circumstances or causes beyond its reasonable control, including without limitation non-delivery or shortage of Materials, other contractors, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

- c) Where a hazardous material, substance or environment is discovered whilst providing Services we reserve the right to suspend our Services immediately until such hazard has been remedied and we may charge the Customer additional costs.

5. Making Good

Installation of most Services will necessitate the drilling of holes or making of cuts into walls, floors or ceilings of the Customer's property. Whilst reasonable care will be taken by the Company, they can accept no responsibility for any damage to plaster work, decorations, flooring etc, necessarily consequent upon the execution of the Services. The Company will not patch holes or cuts, plaster, decorate or undertake any other works to make good unless specifically provided for in the Quotation.

6. Consents

The Customer shall at its own expense be responsible for obtaining and retaining any necessary consents, permissions, easements, licences, permits or way leaves. The Customer will also bear the responsibility for any reinstatement of disturbed ground and in the case of extensions, to underground work disturbing lines.

7. Terms of payment

- a) For fixed price Quotations the Company requires a 50% deposit to start work (unless expressly agreed otherwise).
- b) The full amount of the Quote will be required to start work for all amounts under £250 excluding VAT (unless expressly agreed otherwise).
- c) For Quotations over £18,000 a payment plan can be agreed with the Customer. In the event the Customer breaches the payment plan the full balance outstanding will become immediately due.
- d) For call-out appointments the Company will require the initial call-out charge to be paid before an appointment will be confirmed (unless expressly agreed otherwise).
- e) Please note that all deposits and initial payments are non-refundable, except as provided in clause 8.
- f) Where Materials are used, then the price of such materials shall be charged at the current recommended retail price (if any) of the manufacturer and/or the Company, and shall be subject to an administration charge. Such sum shall be at the Company's sole discretion.
- g) Interim payments may be required on certain jobs and this will be set out in writing as part of the process of agreeing a Quotation and commissioning Services. The non-completion of Services as a whole or of the work of any other trade or Operative shall not entitle the Customer to delay or withhold any payment due.
- h) The Company shall be entitled to withhold the provision of any further Services or delivery of any further Materials in the event of the Customer's non-payment. The Company further reserves the same rights until any cheque presented in settlement of payments due has cleared and can no longer be returned.

- i) If payment remains outstanding the Company retains the absolute right to remove the Materials and remove or disable installations delivered as part of the Company's Services until full payment has been made. Once received, an appointment will be made to return the installation to full working order. Additional charges will apply. A lien shall be exercised and no legal title shall pass to the Customer until full payment is received by the Company. The Company shall not be responsible for any damage or inconvenience caused.
- j) In accordance with condition 113 of the Housing, Grants, Construction and Regeneration Act 1996, the Company does not accept payment to it being conditional upon the Customer receiving payment from a third party.
- k) Without limiting any other right or remedy that the Company may have, if the Customer fails to make any payment due to the Company by the due date for payment ("Due Date"), the Company shall have the right to charge interest at 8% per annum on any late payment, and charge a late payment cost as provided for under the Late Payment of Commercial Debts (Interest) Act 1998, the Late Payment of Commercial Debts Regulations 2002 and the Late Payment of Commercial Debts Regulations 2013 (as applicable and amended from time to time).
- l) On receipt of a valid Value Added Tax ("VAT") Invoice from the Company such additional amounts shall be payable at the same time as payment is due for the supply of the Materials and/or Services. The VAT rate charge will be that which is in effect at the date of the Invoice.
- m) **Non-Credit Account Customers:**
Payment of the balance of the full invoiced amount shall be due without deduction, set-off or counterclaim from the Customer on completion of the Services. Time shall be of the essence for the purposes of payment.
- n) **Approved Credit Account Customers:**
Account Customers must settle their account within 30 days of the date of each Invoice. Time shall be of the essence for the purposes of payment.

8. Extra Cost and Cancellations

- a) In the event of suspension or cancellation of the Services at the request of the Customer, or lack of instructions or delay on site, caused by matters beyond the reasonable control of the Company, such as a failure to allow unimpeded access to the site or provide keys, any extra expenses, time or costs incurred shall be paid by the Customer. If overtime is worked or alterations are made at the request of the Customer, the extra costs and expenses incurred including reasonable additions for administration expenses and overhead charges will be paid by the Customer.
- b) Where the Customer wishes to cancel a fixed price Quotation, planned maintenance, new installation or refurbishment services commission, or any other Services instructed they are encouraged to provide as much notice as possible to minimise costs. The Customer acknowledges that once Services have been commissioned the Company will act in good faith and commence making arrangements to deliver those Services. The Company reserves the right to retain any deposit paid in order to recover their costs including, but not limited to:
 - i. Administration costs;
 - ii. Lost profit on Services;
 - iii. Lost profit on Materials; and

- iv. Related expenditure already incurred by the Company which cannot be recovered such as handling fees and the cost of the Materials. These Materials can be provided to the Customer upon request provided payment is received.
 - v. The Company will seek to mitigate these costs, and may return any remaining deposit to the Customer within 30 days. The Company retains the right to issue an Invoice to the Customer if the deposit held is insufficient to cover the Company's costs in respect of the cancelled Services and Materials.
- c) The Customer has the right to cancel or re-arrange a call-out appointment free of charge provided reasonable notice is given, and in no circumstance less than 24 hours in advance. If less notice is given, or a same-day booking is cancelled, a cancellation fee of £50 plus VAT will be charged per booking per operative. All cancellations must be sent by email to info@gregandco.com and be received during our normal working hours: Monday – Friday, 8am-5pm (excluding Bank Holidays).

9. Guarantee

- a) Quotations for electrical, gas, plumbing and building works are prepared on the assumption that the existing systems are in a satisfactory condition. No responsibility will be accepted by the Company for defects arising elsewhere in an existing system during or subsequent to installation work undertaken by us. Where we become aware of a fault in a system outside of our commissioned Services we will inform the Customer and/or make suitable recommendations.
- b) All works undertaken will become the Customer's responsibility from completion/handover.
- c) The Company guarantees its Services for new installations for a period of 12 months from the date of completion, for any defects which are found to be due to the faulty workmanship of the Company. If, after the Company has provided Services, the Customer is not wholly satisfied with the Services then the Customer shall give notice as soon as reasonably practicable in writing to the Company and shall afford the Company, and its insurers, the opportunity of both inspecting such works, and carrying out any necessary remedial works, and if appropriate, to remedy any defects resulting from the faulty workmanship of the Company. The Customer accepts that if they fail to notify the Company as aforesaid then the Company shall not be liable in respect of any defects in the works carried out.
- d) If any repairs, alterations or additions to the equipment, installation, and/or apparatus are carried out by any person who has not been specifically authorised by the Company, or as a result of any misuse or negligence of the Customer then this guarantee shall be null and void and the Company will accept no responsibility whatsoever.
- e) The Company will not guarantee any work, including but not limited to work in respect of boiler repairs, electrical repairs, blockages in waste and drainage systems, any temporary repairs, defects due to wear and tear, the replacement of lamps, switches or fuses, or any causes beyond the Company's control. The Company will not guarantee any work undertaken on instruction from the Customer and against the written and/or verbal advice of the Operative/engineer. Work is guaranteed only in respect of work directly undertaken by the Company where payment has been made in full and on time. Any non-related faults arising from recommended work which has not been undertaken by the Company will not be guaranteed in any way. The Company shall not be held liable or responsible for any damage or defect resulting from work not fully guaranteed or where recommended work has not been carried out. Work will not carry a guarantee where the Customer has been

notified by the Operative either verbally and/or indicated in ticked boxes or in comments/recommendations and/or in writing of any other related work which requires attention.

- f) Where the Company agrees to carry out works on installations of inferior quality and non-compliant installations or over ten years old at that date no guarantee whatsoever is given in respect of such works and the Company accepts no liability in respect of the effectiveness of such works or otherwise.
- g) No guarantee whatsoever will be provided for any temporary repairs or fixes.
- h) Appliances and parts will be covered by the manufacturer's warranty, and the Company will not provide additional warranties or guarantees. The Company will accept no liability for, or guarantee suitability of, materials supplied by the Customer and will accept no liability for any consequential damage or fault. If any appliance or part has a fault the Customer will need to contact the manufacturer to arrange a repair or replacement. These details will be found on the manuals issued on completion of the installation or on the manufacturers website.
- i) Where Operatives operate under their own Gas Safe Registration they will be solely responsible for any gas related work and subsequent liability. The Customer shall be solely liable for any hazardous situation in respect of Gas Safe Regulations or Gas Warning Notice/s issued. The Company shall accept no liability.

10. Claims

- a) It is imperative and a requirement that we are informed at the earliest opportunity of any prospective claims against the Company and for us, our agents and insurers to be allowed to inspect the damage before any remedial work is carried out. If the Customer is in breach of this requirement, the Company reserves the right to dispute liability and/or mitigation.
- b) The Company shall be entitled to fully recover costs or damages from any Operative engineer contractor or agent whose negligence or faulty workmanship results in the Company being made liable for damages or rectification of Services, or seek to join such persons into proceedings for an indemnity.

11. Warranty and Limitation of Liability

- a) If we fail to comply with these terms and conditions of business, we will be responsible for loss or damage the Customer suffers that is a foreseeable result of our breach of these terms of business. The Company will not be liable for any loss or damage that is not foreseeable or any loss or damage the Customer suffers that is a result of its own or a third party's actions. The Company shall not be responsible for any consequential damage or loss.
- b) Our maximum total liability for any loss or damage, including all costs and expenses, under or in connection with the commissioned Services and these terms and conditions of business is limited to £10,000. Our liability is otherwise excluded to the fullest extent permissible.
- c) Nothing in this clause 11 shall exclude or limit in any way our liability for:

- i. death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
- ii. fraud or fraudulent misrepresentation;
- iii. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- iv. breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
- v. defective products under the Consumer Protection Act 1987.

12. Complaints procedure

In the event of the Customer wishing to make a complaint the following procedure will be followed:

Step 1

The Customer should contact the Company in one of the following ways setting out full details of their complaint:

Email: info@gregandco.com

Phone: 0207 033 3682

Post: Complaints Management Team, Arch 412, Union Walk, Kingsland Viaduct, London, E2 8HP

The Company will respond within 10 working days.

Step 2:

If the Customer is not happy with the reply or resolution of their initial complaint, they can contact:

Mr Andreas Gregoriou – Director

Email: andreas@gregandco.com

Post: Complaints - Andreas Gregoriou, Arch 412, Union Walk, Kingsland Viaduct, London, E2 8HP

The Company will seek to resolve the Customer's problem within a reasonable period. If a legitimate complaint is received, we will apologise, provide the Customer with an explanation and confirm what (if any) actions need to be taken. In the event we are liable we may include a goodwill gesture or settlement offer in accordance with these terms and conditions of business at the Company's sole discretion.

If the Customer's complaint is unresolved after 8 weeks or if more advice is needed the Customer can contact Consumer Direct, the Government's helpline for consumer advice, which offers clear, practical and impartial help and advice. They can be contacted at any stage during the complaints process on 08454 040 506 or go www.consumerdirect.gov.uk

As with all organisations, we learn about the quality of our service through constructive feedback from our Customer's. We hope, therefore, that you will agree to debrief us at the end of a matter, so that we may learn from you if any aspect of our service could be improved.

13. Personal Data

- a) The Company will use the personal data you provide to us to:
 - i. provide our Services;
 - ii. process your payment for such Services; and
 - iii. inform you about similar products and services that we provide, but you may stop receiving these at any time by contacting us in writing.
- b) You agree that we may pass your personal data to credit reference agencies and that they may keep a record of any search that they do.

14. Scope of Conditions of Contract

These terms and conditions of business (as amended from time to time) will apply to all Quotations and Services provided and/or Materials supplied by the Company except where specifically agreed in writing to the contrary. The Customer's acceptance of these terms and conditions of business are implied.

15. Other important terms

- a) The Company may transfer its rights and obligations under these terms and conditions of business to another organisation, and we will always notify the Customer in writing if this happens, but this will not affect your rights or our obligations under these terms and conditions of business.
- b) The Customer may only transfer the Company's rights or its obligations under these terms and conditions of business to another person if the Company agrees in writing.
- c) This contract is between the Company and the Customer. No other person shall have any rights to enforce any of its terms.
- d) Each of the paragraphs of these terms and conditions of business operates separately. If any court or relevant authority decides that any of them are unlawful, they will be amended to such extent to make them lawful, but the remaining paragraphs will remain in full force and effect.
- e) If the Company fails to insist that the Customer performs any of its obligations under these terms and conditions of business, or if the Company does not enforce its rights against the Customer, or delays in doing so, that will not mean that the Company has waived its rights against the Customer and will not mean that the Customer does not have to comply with those obligations. If the Company does waive a default by the Customer, it will only do so in writing, and that will not mean that the Company will automatically waive any later default by the Customer.
- f) Errors and omissions are excepted on all Quotes and Invoices.
- g) These terms and conditions of business are governed by English law. The Company and the Customer both agree to submit to the non-exclusive jurisdiction of the English courts.

ANNEX

Central heating system power flush

The core component of a heating system is the boiler. When a boiler is renewed, the boiler manufacturers' Benchmark scheme requires that the system be thoroughly cleansed to the BS7593:2006 Code of Practice. Currently, industry best practice is to power flush the system.

What is a Power Flush?

- Power flushing is the fastest and most effective way to clean and flush heating systems, and involves minimal disruption and dismantling.
- Purpose built power flushing pumps are used, designed to cure the circulation and boiler noise problems caused by accumulations of sludge, corrosion deposits and scale which are found in most ageing central heating system.

What does a Power flush entail?

- The power flushing pump is temporarily connected into a heating system during the flushing process. High water velocity, combined with instantaneous flow reversal, dislodges and mobilises sludge and corrosion deposits.
- Having loosened the debris, the pump expels it from the system waste, using a high velocity flow of fresh water.
- Radiators are individually flushed without removal or disconnection from the system.
- After the power flush, the system is full of clean water, and re-instatement to normal operation takes only takes a few minutes.

Pre-requisites for a power flush

- A power flush can be extremely effective in cleaning systems that have corrosion problems as a result of a design fault, however, we strongly recommend that any such design faults be rectified before power flushing commences.

Limitations and risks

- The success of a power flush will depend on the level of heating system corrosion which has occurred beforehand. The process will cure most circulations problems, but cannot undo the corrosion and gradual decay that has led to the need to power flush the system.
- Whilst it is rare for a heating system to experience leaks after the power flushing process, it is not possible to inspect a system internally beforehand, and the need to use a flushing and dispersing chemical for effective cleansing means that occasionally we may find a leak.
- A leak during a power flush indicates that there is an advanced stage of corrosion in the heating system, in such circumstances a leak would occur imminently regardless of the power flush. We believe that is it better that it occurs whilst we are present to remedy the problem, rather than for it to arise over a weekend or whilst the property is unoccupied.
- System which have been neglected over a period of time, or have not been treated with an effective corrosion inhibitor, may have severely compacted corrosion debris, in the pipe work, radiators or boiler, and it is possible that even after the power flush, some radiators may not be

fully effective, or a boiler on the margin of failure may cease working due to sludge and debris later breaking loose and collecting in the heat exchanger.

Quotations to undertake a power flush assume that none of these potential complications will arise. We will not accept any responsibility for such a complication or any resultant damage. Our liability is excluded to the fullest extent permissible by law. In the event that any of the above or similar problems arise during or after the power flush we will be happy to provide additional services at additional cost to be agreed.