

**THE SMALL PRINT.**  
***(Our Terms and Conditions of Business.)***

In these conditions: -

1. Seller means 'Scottson Plumbing and Heating Ltd (trading as 'Combi Doctor'), a Limited Company registered in England, company registration number; 11317174, or any subsidiary company wholly owned by 'Scottson Plumbing & Heating Ltd'.
2. Buyer means the person/s, firm or company by, or on behalf of whom the order is placed.
3. Goods means the articles described within the seller's acknowledgement of order form and any goods supplied in substitution for / in replacement of / in addition to such goods.
4. In these conditions any reference to "domestic" work refers to any work carried out on behalf of a customer in their own home or usual place of residence. Any work carried out outside of this scope will be deemed as "commercial" work.

**PRICE**

1. Any price quoted shall remain open only for 14 days, but may be amended or withdrawn at the seller's discretion. No contract will come into effect until a deposit is received, the order confirmation is issued and signed by both the buyer and the seller of explicit written instructions are received by the seller from the buyer and acknowledged by the seller.
2. The price is based upon the continuation of work and access to the property being permitted. If for any reason the buyer restricts the start of work, or continuity for work to be continued / completed, there will be charges made to the buyer at our discretion to cover any additional cost incurred as a result.
3. If there is an intentional delay by the buyer or the commencement of work, the seller has the right to charge for any materials purchased for the contract and the buyer will be invoiced accordingly.
4. Any further work required would not commence unless requested by the buyer in writing or a further order confirmation signed by both the buyer and the seller or explicit written instructions are received by the seller from the buyer and acknowledged by the seller.
5. The quoted price is based upon our being able to complete the contracted work within a safe environment. We reserve the right to make additional charges or even to withdraw from site should the environment constitute a threat to health or safety, only if these conditions were not brought previously to the seller's attention resulting in full costs of all monies owed becoming due.

**DEPOSITS / CONTRACTS**

1. Deposits paid are to secure the start of any contracted work and to indemnify the seller in the event of the cancellation of the contract by the buyer. As such any deposits held are not returnable upon cancellation by the buyer save for any special circumstances granted at the sole discretion of the seller.
2. The seller will not accept alterations or variations to the legally binding contract unless confirmed in writing by the seller and any such alterations may result in extra charges being made by the seller.
3. The buyer may not cancel any order without the written consent of the seller and upon terms which will indemnify the seller against all loss.

4. All materials that are supplied, whether fixed or not, by, or on behalf of the seller, shall remain the seller's property until paid for in full.
5. Although the materials shall remain the seller's property until full payment is received, they shall be at the risk of the buyer's from time of delivery, and the buyer may wish to insure them against loss or damage accordingly, and in the event of any such loss or damage occurring shall fully reimburse the seller.
6. For domestic contracts the customer can agree with the company to start work within a 14 day period on condition that they complete the necessary form of agreement. In the case of all commercial contracts, the buyer agrees to waive the right to a "cooling off" period, under the terms of "Consumer Contracts" (Information, Cancellation and Additional Charges) Regulations 2013, in respect of all services and products which form such contracts.
7. Where the supply of goods and/or services is requested by a third party (the instructing party) on behalf of the purchaser (FOR EXAMPLE A LETTING OR ESTATE AGENT) then it is the sole responsibility of such instructing party to ensure that the full approval for such instruction has been explicitly received and that payment for the goods and/or services requested will be honored by the purchaser and that the purchaser has been made fully aware of these terms and conditions of business which, in the event of a dispute, will take precedence over those agreed by the third party and their client (the purchaser). For the avoidance of doubt the 'instructing party' will be an individual or organization, such organization being inclusive of all individuals who represent the organization. Please also refer to our terms and conditions relating to PAYMENT below with regard to this matter.
8. Where an instructing party charges a commission to a buyer then the charging of such commission must be included in the terms and conditions of business agreed between the instructing party and their customer (the buyer) and such commission will fall outside the scope of these terms and conditions of business.
9. The seller will at no time and under no circumstances accept any liability whatsoever to the instructing party for any loss of commission as detailed in clause 8 above.

#### WORK COMMENCEMENT AND INSTALLATION.

1. There will not be a guaranteed start date given by the seller, but there will be confirmation made prior to the work starting with a mutually agreed date.
2. Depending upon the nature of the work, the seller may have to delay a confirmed start date due to delivery of goods being delayed from a third party, the weather may not permit the start, or any other circumstances beyond our control and at our complete discretion.
3. The buyer needs to be aware that under certain circumstances, (whilst the seller endeavors to work with as little disruption as is possible), there may be times when power / water or gas needs to be turned off for work to proceed. It is not the responsibility of the seller should any damage occur to any property, or any information stored electronically belonging to the buyer at any time these services are not available.
4. Once the buyer's goods are delivered to site, it is the responsibility of the buyer, to provide an area adequate for the safe storage of these goods. The seller will not be held responsible for goods damaged or stolen from site during non-working hours.
5. All work carried out for the buyer is to be carried out by the seller's own team of engineers, tradespersons or any parties that are specifically contracted by the

seller.

6. There is no guarantee that the buyer's existing installation will be removed in such condition as it may be re-used.
7. All reasonable care will be taken, but the seller will not be held responsible for damage to internal or external decoration caused by the installation. Neither will the seller be held responsible for the re fixing of pipe encasements, window blinds, shades, curtains, curtain rails, floor coverings unless specifically included in the order confirmation

#### SPECIFICATIONS AND MATERIALS

1. Sample materials shown at the first instance of the sale, can vary, whether in shading or sizing in comparison to the actual materials used at the time of fitting. The seller uses the best endeavors to match all shades, whether wood, tiles etc., but deviation can occur and this can not form any claim by the buyer.
2. The seller cannot be held responsible for shading variations or crazing effects within borders or tiles for ceramic walls and floors.
3. The components will be supplied and installed by the seller using such manner and materials considered suitable to the seller's policy of continuous improvements to its products. The seller reserves the right to make any necessary modification in design, specifications or composition.
4. The seller cannot provide any guarantee to match any items in the future save for the future of any manufacturers guarantee for goods supplied.

#### SUPPLY ONLY

1. The buyer must inform the seller of any damaged / faulty goods as soon as reasonably practical of receiving them. The seller shall make all possible attempts to replace the goods for the same, and if this cannot be done, then the seller will offer a full refund to the value of the purchased goods to the buyer.
2. If supply only goods are being held by the seller for the buyer and the buyer has not agreed on a collection date / delivery date, then the seller has the right to charge for storage facilities.

#### PAYMENT

1. The buyer agrees to pay the full and final balance of payment due immediately upon completion of works or promptly upon submission of any invoice either interim or otherwise. Where time is required by the buyer to move / transfer or otherwise raise funds, this must be carried out prior to completion of the contract in order that funds are readily available immediately upon request for payment by the seller (or anticipated / notified completion or invoice date).
2. We reserve the right to submit invoices in respect of materials held on or off site.
3. The seller reserves the right to charge interest on all overdue monies at an annual rate of five (5) per cent above the minimum lending rate from time to time of RBS PLC. Interest will be calculated on a compound basis in respect of any overdue sum of money which remains due at the end of each calendar month or part way through such month as determined by the seller.
4. The seller reserves the right to claim from the buyer all costs howsoever incurred as a result of the buyer's inability to make prompt payment as detailed in clause 1, above and the remaining clauses within this section.
5. Payment of all invoices is due immediately upon presentation of the invoice as detailed in clause 1 above, unless payment terms have been agreed by the seller in

advance of the commencement of the works/services/provision of materials in question. In the absence of any indication to the contrary, it will be assumed that such terms will provide a period of 30 days from the date upon which the invoice is issued (the invoice date) to the date when cleared payment must be received by the seller.

6. Where the provision of goods and/or services have been instructed by a third party (the instructing party) then they will be obliged to provide to the seller with the purchaser's full contact details should payment for such goods and/or services not be made within the agreed time frame. For the avoidance of doubt the 'instructing party' will be an individual or organization, such organization being inclusive of all individuals who represent the organization. Failure to provide such information will render the instructing party fully liable for the payment in question together with any associated costs as detailed in clauses 3 and 4 above.
7. Where the information outlined in clause 6 above is made available to the seller, then the seller will, at its total discretion, pursue the buyer for the settlement of payment due, as if the contract for the supply of goods and/or services had been made between the seller and buyer direct, under these terms and conditions of business and it is the sole responsibility of such an instructing party to make the buyer fully aware of this procedure and provide a copy of these terms and conditions of business to the buyer at the outset of such transaction or creation of such contract. Should the instructing party fail in this regard and any dispute arises as a result of such failure then the sole liability for all monies due will revert back to the instructing party.
8. Any commission charged to the buyer by the instructing party (as outlined in clause 8 of the DEPOSITS/CONTRACTS section of these terms and conditions) will not, under any circumstances, or at any time, become the responsibility of the seller to recover on behalf of the instructing party.
9. Where, under the procedure outlined in clause 6 and 7 above, there is any dispute between the buyer and seller in regard to any aspect of the unpaid contract and should such dispute, under the sole discretion of the seller, form any nature other than the quality and standard of work carried by the seller, the quality or suitability of any materials supplied by the seller or any other matter directly attributed to the seller's performance in relation to the fulfillment of the contract in question, then it will be the sole responsibility of the instructing party to resolve such issues with the buyer and the liability for all monies due and where applicable all expenses incurred will be reverted back to the instructing party.
10. At the sole discretion of the seller, the recovery of any monies due from the buyer (or under the terms of the clauses above, the instructing party) may be referred to a recovery agent. The costs of such recovery action being the liability of the buyer or instructing party.

#### WARRANTIES AND GUARANTEES

1. The seller upon completion of work, and / or supply of services and goods having received the full amount of monies owing, will provide the buyer with all relevant paperwork for items under manufacturer guarantee.
2. The seller will provide, again once full payment of monies has been received, a warranty on all of the work that has been completed for the buyer, or materials supplied, from date of completion.
3. The length of such warranty may vary dependent upon the nature of the work. As an example; Repairs to boilers will be covered by a 30 day warranty, with the

exception of circuit boards which will carry no warranty should a subsequent failure of such a component be considered to have been caused by the malfunction of a further component not already supplied by the seller. Installation works will be covered by a twelve month warranty.

4. Extended warranties may be offered by the seller or the manufacturer of the goods at an additional charge.
5. Upon receipt of a claim against a warranty, we will endeavor to inspect and attend to the claim as soon as is reasonably possible as judged by the nature of the claim.
6. Should any claim be found to not be answerable directly from the goods supplied or from a cause outside the scope of the warranty i.e. misuse etc., or should the warranty be found to be expired or void as a result of misuse etc., then we will charge for our services thus forming a new contract at our complete and sole discretion.
7. Should any third party be contracted by the buyer to carry out work under the terms of our warranty period without our prior written consent we will not be held liable for their costs or expenses in any way whatsoever save for at our complete discretion both in terms of our approval in principle and level of charges.
8. The use of any third party contracted formally or otherwise by the buyer to carry out any part of the contracted works either prior to or after completion of the works will result in any warranty offered by the seller becoming null and void.
9. Any works carried out to the goods by any person other than the seller after completion of works will void the remaining warranty.
10. Warranties provided by any manufacturer of goods supplied by the seller will be covered by the manufacturer or supplier of such goods and their warranty terms and conditions will supersede those of the seller in all instances where such a warranty is to be relied upon.

#### LIMITATION OF LIABILITY

1. We shall have no liability for any loss or damage sustained by you other than as may arise from our negligence or that of our servants or agents.
2. For commercial contracts in respect of personal injury or the death of any person out of or in the course of or caused by the carrying out of works and due to any negligence or any person for whom we are responsible, any liability in respect of such loss or damage will be limited to such negligence and such as might have been reasonably foreseeable and shall in no circumstances extend to any indirect or consequential loss of any kind including loss of revenue, project or opportunity, wasted expenses or loss of contract or goodwill. In the case of domestic contracts the above will not apply in the instance of any foreseeable losses or associated consequential losses.
3. The seller's maximum liability to the buyer (unless arising directly from death or personal injury caused by the negligence of the seller) shall be determined solely in a court of Law per incident or related incidents.
4. Although the seller will use its best endeavors to advise upon the requirement to obtain third party approval for any contract undertaken, it is the sole responsibility of the buyer, to verify if any works, either proposed or actually carried out, require or required the consent of any third party (including that of landlords or the local authority, building control, planning and regulations department etc.) and to obtain such consent, unless it is specifically included that the seller will do so on behalf of the buyer in their order confirmation/contract. The seller will otherwise make the assumption that any third party consent required has been obtained by

the buyer and will not be held liable, in any way whatsoever, for any loss, howsoever caused to the buyer for failure to obtain any consent found to be required. Furthermore, the seller will be fully indemnified for any loss sustained as a result of the buyer having failed to obtain such approval.

5. For commercial contracts at no time and under any circumstances will the seller be held liable for any consequential loss or damage. In the case of domestic contracts the seller will not be held liable for any consequential loss or damage if considered to be none foreseeable.

#### GENERAL

1. We reserve the right to take photographs for future promotional activities at any stage.
2. Customer details will be entered into our own database for the sole use of the seller and in accordance with the terms of our data protection policy.
3. Materials left over as a result of an over order by the seller, remain the property of the seller and not the buyer's.
4. We reserve the right to use any correspondence or completed questionnaires for future promotional use - save for any correspondence considered to be of a personal or confidential nature.

#### GOVERNING LAW

These conditions and contract of which they form shall be construed in accordance with English Law and the Buyer hereby submits to the jurisdiction of the English Courts.

These conditions do not affect the statutory rights of the buyer.

(October 2018)