



## Terms and Conditions

Terms and Conditions For the purpose of these terms & conditions the following words shall have the following meanings:

- (a) "The Company" shall mean Flo Building Solutions
- (b) "The Customer" shall mean the person or organisation for whom the Company agrees to carry out works &/or supply materials.

1. The Operative or Engineer shall mean the representative appointed by the Company.

2. The Company reserves the right to refuse or decline work at its own discretion. Where the Company agrees to carry out works for the Customer those works shall be undertaken by the designated operative of Company at its absolute discretion.

(A) if customer changes their mind on materials then we have the right to charge you the difference for new Materials plus labour

3. When pressurising an old heating and water system there is a chance the pipework, radiators and any old existing valves and taps may not withstand the change in pressure. Flo Building Solutions will not be held responsible for any existing faulty parts mentioned above when pressurising the system.

4. All snagging problems need to be reported within the first two weeks, outside of the two week we have the right to charge you for revisits.

(A) work will be booked in within 6 months of reporting snagging. Unless it's a water leak.

5. Where a written estimate has been supplied to the Customer the total charge to the Customer referred to in the estimate should not exceed the actual time taken by more than 20% but may be revised in the following circumstances:—

- (i) if after submission of the estimate the Customer instructs the Company (whether orally or in writing) to carry out additional works not referred to in the estimate.
- (ii) if after submission of the estimate there is an increase in the price of materials.
- (iii) if after submission of the estimate it is discovered that further works need to be carried out which were not anticipated when the estimate was prepared.
- (iv) if after submission of the estimate it is discovered that there was a manifest error when the estimate was prepared.

6. The Company shall not be under any obligation to provide an estimate to the Customer & shall only be bound (subject as hereinafter) by estimates given in

writing to the Customer & signed by a duly authorised representative of the Company. The Company shall not be bound by any estimates given orally or in which manifest errors occur.

7. Material Collection. Collection of non-stock items is chargeable but:

- (a) Time must be kept to a minimum & reasonable.
- (b) If the collection time is likely to exceed 45 minutes the customer must be additionally informed of the circumstances.
- (c) Only one engineer is allowed to leave the job to collect parts.

8. Invoices are due for payment immediately upon delivery to the Customer.

(A) we may ask for payments throughout the project at any time no more than 75%

(B) all deposits will need to be paid before work is carried out.

9. Where the date &/or time for works to be carried out is agreed by the Company with the Customer, then the Company shall use its best endeavours to ensure that the operative shall attend on the date & at the time agreed. However, the Company accepts no liability in respect of the non attendance or late attendance on site of the operative/engineer or for the late or non delivery of materials.

10. The Customer shall accept sole liability to discharge the Company's account unless he/she discloses to the Company when initially instructing the Company to carry out work &/or supply materials that he/she is acting on behalf of a third party (including, but not limited to, a Limited Company or partnership) & receiving a written estimate) the name of the third party appears on the written estimate.

11. If the Customer cancels their instructions prior to any work being carried out or materials supplied then the Customer shall be liable for any related expenditure together with the profit that would have been made by the Company had the work been carried out &/or materials supplied in accordance with such instructions.

12. The Guarantee shall be for labour only in respect of faulty workmanship for 12 months from the date of completion with the manufacturers warranty in force. The Guarantee will become null & void if the work/ appliance completed/supplied by the Company is: (a) Subject to misuse or negligence. (b) Repaired, modified or tampered with by anyone other than a Company operative. The Company will accept no liability for, or guarantee suitability, materials supplied by the Customer & will accept no liability for any consequential damage or fault.

13. The company will not guarantee any work in respect of blockages in waste & drainage systems etc. The company will not guarantee any work undertaken on instruction from the customer & against the written or verbal advice of the operative/engineer. Work is guaranteed only in respect of work directly undertaken by the company & payment in full has been made. Any non-related faults arising

from recommended work which has not been undertaken by the company will not be guaranteed. 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 or indicated in ticked boxes or in Comments/ Recommendations of any other related work which requires attention. The customer shall be solely liable for any hazardous situation in respect of Corgi Regulations or Gas Warning Notice issued.

14. The company has the right to use sub contractors at any time.

15. Engineers operate under their own Corgi Registration & as such are solely responsible for any Gas related work & subsequent liability.

16. These terms & conditions may not be released, discharges, supplemented, interpreted, varied or modified in any manner except by an instrument in writing signed by a duly authorised representative of the Company & by the Customer. Further, these terms & conditions shall prevail over any terms & conditions used by the Customer or contained or set out or referred to in any documentation sent by the Customer to the Company; by entering into a contact with the Company the Customer agrees irrevocably to waive the application of any such terms & conditions.

17. The Company shall only be liable for rectifying works completed by the Company & shall not be held responsible for ensuing damage or claims resulting from this or other work overlooked or subsequently requested & not undertaken at that time.

18. We may have jobs we still need to finish off when starting yours. But we will always keep the customer updated.

19. These terms & conditions & all contacts awarded between the Company & Customer shall be governed & construed in accordance with English law & shall be subject to the exclusive jurisdiction of the English law.