

INVICTA GROUP SERVICES LTD - CONDITIONS OF TRADING

1. PERIOD OF VALIDITY OF TENDER: This tender is valid for three months and is conditional upon the return to Invicta Group Services Limited (hereinafter called 'the Company') with a deposit paid.

2. "ASSUME" OR "ASSUMED" TO BE SATISFACTORY (FOR TENDER PURPOSES): This implies that the item mentioned is functioning and in a condition fit for purpose. Any works to correct or replace will be chargeable

3. ADDITIONAL WORK: Additional work undertaken on instruction from the customer will be charged at the prices ruling at the time such work is carried out. This must be paid to the engineer or The Company upon completion of works.

4. OVERTIME: This tender is based on the work being done during the recognised normal working hours specified in the National Agreement of the Industry. No additional payment will be charged if the engineer works beyond their planned days work.

5. TERMS OF PAYMENT: All payments should be made to the Engineer on production of an invoice, or as agreed by the The Company Representative upon completion of work. If work is carried out and fully functioning but awaiting a part e.g. damaged casing etc., then the cost of the outstanding item will be deducted off the invoice total until it is corrected. Commencement payments, where arranged, must be paid to the engineer or The Company within the first three hours of arrival. Failure to effect such payment will entitle the Company, if it so decides, either to suspend work on the contract until payment is made or to determine the contract by notice in writing and, upon such determination, the customer shall be liable to pay:-

- The total value of work completed at the date of determination;
- Total value of work begun and executed and not completed at the date of determination;
- The cost of materials or 'goods' properly ordered for the works for which the Company shall have paid or are legally bound to pay;
- Any direct loss and/or damage caused to the Company by the determination;
- The balance of the contract price, together with any extras will be invoiced on completion of the works;
- Customer is only entitled to withhold 10% of outstanding price should job not be completed.
- Overdue balances that are passed to external debt collection agents may affect credit rating.
- If payment is not received within payment terms agreed as stated above a 20% charge will be applied and the account forwarded to our external debt collection agents. It is the responsibility of the customer to ensure that the payment(s) will be received as no reminder will be sent.
- The Company reserves the right to charge the customer on overdue accounts at a daily rate equal to 4% (four percent) above the clearing banks base lending rate.
- Any costs applied from external sources for gaining payment of outstanding monies will be payable by the customer in full and will be added to the account for collection. After instruction has been given to a third party no communication will be entered into from The Company or its operatives.

6. 0% FINANCE: 0% Finance paperwork is to be completed and accepted 7 days prior to commencement of work.

7. MATERIALS: The property in unfixed materials shall not pass until all materials shall have been paid for in full. All materials on the site, fixed or unfixed, are at the sole risk of the Customer, and in the event of any of the same being damaged, destroyed or stolen. The Company shall be entitled to full payment therefore and also for any work damaged, destroyed or lost, and the cost of replacing any such materials and of reinstating or restoring any such work shall be provided that the Customer shall not be responsible for any loss occasioned solely by the negligence of the Company's employees or agents.

8. GUARANTEE: The Company will repair, or if necessary, replace free of charge to the customer any materials or work found to be defective if the defect is due to 10 faulty manufacture or bad workmanship and is brought to its attention within 12 months of the completion of the work. Servicing of domestic gas appliances is covered by a twenty-eight day guarantee only. Appliances (used or new) will not be covered by our guarantee if The Company does not supply them. Any other condition or warranty whether expressed or implied by Statute of Common Law is excluded so far as the law allows provided always that:-

- The Company accepts no responsibility for any drawing, design or specification not prepared by it and submission of this tender does not constitute any warranty, guarantee, representation or opinion of the practicality of work to be executed by the Company in accordance therewith and the cost of any additional work caused by defects in any such drawings, designs or specifications shall be chargeable as an extra under Clause 3 hereof;
- The Company shall not be liable for any consequential loss or damage caused directly or indirectly by any defect or otherwise howsoever caused;
- The Company shall not be liable for any loss or damage, direct or indirect, for any extra work entailed due to the apparatus being put into operation by the Customer or by the Company at his request before it is handed over for beneficial use. This guarantee is not transferable to third parties.

9. DRAWINGS: Unless expressly stated, drawings submitted with this tender shall not be binding as to detail.

10. THIRD PARTY LIABILITY: The Company shall not be liable for and the Customer shall indemnify the Company against any claim (other than the negligence of the Company or its employees) by or loss or damage to any person or property directly or indirectly occasioned by or arising from the use of operation or possession of the works. This indemnity shall extend to the costs of any legal proceedings.

11. COMPLIANCE WITH LAW AND GOVERNMENT REGULATIONS: Acceptance of this tender constitutes a warranty and representation by the Customer that he has complied with every applicable Statute Order in Council Regulation or Direction Bye-Law or other lawful requirements or instruction whether of the Government or of any local or other lawful authority and in particular that he has lawfully obtained every necessary licence, permit or authority that may be required in connection with the work.

12. COMPLETION AND DELIVERY: Every effort will be made to complete the works by the time stated. However the Company accepts no liability for any loss or inconvenience arising from delays due to strikes, lockouts, and shortage of materials, adverse weather conditions or other causes beyond the Company's control.

13. TERMINATION OF CONTRACT: If for any reason the contract is terminated by the Customer, his architect, or other agent or contractor before the work is completed or if the Customer, his architect or other agent or contractor interferes with or causes any unnecessary or unreasonable delay to the completion of the work, in which event the Company shall have the right to determine the contract by notice in writing and upon any such determination, the Customer shall be liable to pay:

- The total value of work completed at the date of determination;
- The total value of work begun and executed and not completed at the date of determination;
- The cost of materials or goods properly ordered for the works for which the Company shall have paid or are legally bound to pay;
- Any direct loss and/or damage caused to the Company by the determination.
- Any charges for re-stocking standard appliances/materials/parts.
- Full payment for bespoke/custom built appliances/materials/parts.

14. EXCLUSION: Unless specifically stated, The Company's tender does not include the costs of making good decorations, walls, floors or other parts of the premises, nor for the supply and erection of scaffolding (even if we have tendered to work off ladders but find on commencement that it is impossible to carry the work out safely), fuel, water, gas or electrical current, fees of district surveyors, insurance inspectors or other inspecting authority.

15. DAMAGE: Whilst every care is taken to ensure there is no damage, clients are advised to remove or cover floor covering, furniture, objects from walls etc. in the room or area that work is to be carried out, when there is a possibility of damage, as no responsibility can be accepted by The Company.

16. DEFECTS: No responsibility will be accepted by The Company for defects in the original or existing system which comes to light after a new boiler or control have been installed. Any further works required will be payable by the customer at the existing current rate.

17. EXISTING SUPPLIES AND APPLIANCES: Gas, electric and water is assumed to be installed conforming to good practice and current regulations and that the electrical supply conforms to current regulations and is adequate for alterations proposed. All gas appliances on the gas supply are presumed to be installed correctly and conform to manufacturers and gas safety regulations. Gas points are assumed live and in the case of a cooker the gas plug-in cock is positioned correctly behind where the cooker is to be installed. Failure in any of the above will result in additional costs. Cancellation of appliance installation will also incur restocking costs. It is the customer's responsibility to ensure equipotential bonding to incoming services i.e. gas, water, oil is in situ.

Earth Cross Bonding

Gas Supply and Water: Other than if quoted, it is assumed that the cross bonding on the gas supply and water pipes is correct.

18. GAS COOKER: See existing supplies and appliances. This is the responsibility of the customer. Customer must confirm correct space between cooker and combustible materials. Failure to do so will result in:

- Cooker not being fitted
 - Cooker being left forward of space
 - Additional costs
- Cooker fitting price includes
- Delivery
 - Assembly
 - Connection of hose
 - Fitting of safety chain
 - Commissioning
 - Testing appliance
 - Removal of rubbish

Gas plug-in cock must be situated correctly behind cooker, if this is not, and then additional charges will be made as in with any other additional work. The electrical supply must conform to regulations, be adjacent to the appliance and of sufficient power to supply the cooker otherwise additional charges will be made.

19. GAS FIRES: It is assumed the integrity of the chimney is in a good state of repair. Chimney to be found porous will be subject to additional costs. The chimney is the responsibility of the customer. The chimney must be swept and certificated prior to installation of gas fire. This is not included in the cost of works unless stated. Chimneys that do not conform or perform to gas safety regulations will be liable to additional costs. Standard fitting charge for gas fire includes fitting to a gas point within one metre of appliance centre, correct opening size including depth, must be free of loose material and have correct hearth size. Non-combustible materials must be used. See existing supplies and appliances.

20. SURROUNDS: Wood and wood effect surrounds are sold subject to manufacturer's tolerances. Colour and grain may vary and should not be seen as defects.

Full payment for bespoke/custom built surrounds will be payable at time of order and non-refundable (this does not supersede your statutory rights).

The widespread revival in the appreciation of coloured marbles, granites, natural stone and wood which is taking place at the present time means a fuller knowledge and understanding of these beautiful natural materials is required. In the course of developing a quarry, considerable variation may occur in the colour and veining of the granite marble or stone extracted. Each piece of marble is unique and no two pieces of marble are exactly the same. Some marbles and stones may even contain fossils or prehistoric remains.

Many coloured marbles, granites and natural stones are inherently unsound and this may vary from hairline cracks in some varieties to extensive brecciation in others. Generally the more "figure"/"wild" a marble, the greater the need for reinforcement, repair or filling of one kind or another. With modern techniques and skills, these repairs and fillings can be well concealed. Such repairs should therefore not be regarded in any way as defects.

Those who seek perfection in other walks of life should understand that the very nature of imperfections in marble, stone, wood and brick is one of its most beautiful and essential features. Stone surrounds for example come in several parts and are manufactured to be similar. However, there is on installation and expansion joint which will offset any difference.

It is the responsibility of the customer to maintain the seal on the porous stone surrounds after installation (normally annually).

21. SERVICING: In the case of central heating, gas fires, cookers and water heaters, the service carried out will be to the gas burner, controls and combustion chamber, flue ways and flue, flue analysis will be carried out in most cases. Advice will be given freely but additional work will be charged extra. It is assumed that all services are connected and systems are full with water prior to service. If this is not the case then additional charges will be made.

PLEASE NOTE: Appliances have to be stripped down to be serviced. During strip down and reassembly, if parts are noted as not to current standard or break due to wear and tear, replacement will not be covered by cost of service, therefore costs will be payable by the customer.

22. POWER FLUSHING: This very successful operation to remove debris and sludge which causes wear on valves, pumps, boiler and radiators, is carried out to the manufacturer's instructions. Whilst every effort is taken, due to the very nature of the process, it is not possible to guarantee that it will eradicate inherent problems. Water soundness may be affected due to the removal of corrosion or debris. Therefore any further work would have to be carried out at extra cost.

23. VERTICAL FLUES: On installations requiring a vertical flue every effort will be made to complete the installation on schedule. However in the event of inclement weather making it unsafe for either our own employees or an outside contractor to complete the installation of a vertical flue, there may be an unavoidable delay until such time as the work can be carried out safely.

24. ASBESTOS: Any tender given for or any work undertaken does not include the cost of removal of any asbestos which may be discovered upon commencement of any work or during work being carried out. Upon discovery of any asbestos, work will immediately cease and the customer will be required to engage the services of a specialist asbestos company and the cost of any work undertaken by them will be the sole responsibility of the customer.

25. GENERAL: The above conditions shall apply not only to this tender (if accepted) but to all orders subsequently placed with the Company by or on behalf of the same Customer in connection with the same work unless otherwise agreed in writing.

26. MANUFACTURERS GUARANTEE: To maintain manufacturers guarantee the appliance will need an annual service carried out by an accredited and Gas Safe engineer. This will be chargeable at current rate.