

TERMS & CONDITIONS OF BUSINESS

1. DEFINITIONS

In these conditions the following words shall have the following meanings:

"Contract" means any contract between You and Us incorporating these conditions for the sale of Products and/or the provision of Services;

"Liability" means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities;

"Membership Services" means the range of membership services provided by the Association of Plumbing & Heating Contractors Limited (registration number 05302003) and the Association of Plumbing & Heating Contractors (Certification) Limited (registration number 02876277);

"Products" means any products and/or goods ordered from Us by You or to be supplied by Us to You;

"Services" means the services and/or work to be performed by Us for You;

"We, Us, Our, Ourselves" means the organisation or company known as the Association of Plumbing and Heating Contractors including the Association of Plumbing & Heating Contractors Limited (registration number 05302003), the Association of Plumbing & Heating Contractors (Certification) Limited (registration number 02876277) and the Association of Plumbing & Heating Contractors (Holdings) Limited (registration number 05302014)

"You, Your, Yourself" means the person whose order for Products and/or Services is accepted by Us.

2. BASIS OF CONTRACT

2.1 These conditions shall govern the agreement between You and Us to the exclusion of any other terms or conditions and these conditions shall supersede any terms and conditions previously notified to You.

2.2 No variation to these conditions shall be binding on Us unless contained in Our quotation or agreed in writing between You and one of Our authorised representatives.

2.3 Our employees, sub-contractors and/or agents are not authorised to make any representations or warranties concerning the Products and/or Services unless confirmed by Us in writing. You acknowledge that You do not rely on any representation and/or warranty that has not been made in accordance with these conditions.

2.4 Quotations are not binding or capable of acceptance and are estimates only. We shall have the right to refuse to accept any orders placed for Products and/or Services. The Contract between You and Us shall come into effect on our acceptance in writing of Your order.

3. YOUR STATUS

3.1 By placing an order for products and/or services you warrant that:

3.1.1 You are legally capable of entering into binding contracts;

3.1.2 You are at least 18 years old;

3.1.3 You are resident in the United Kingdom

4. MEMBERSHIP SERVICES

4.1 By making an application for Membership Services with Us:

4.1.1 You agree to abide by the rules of membership as prescribed by Us.

4.1.2 You undertake to enter into membership with Us for a period of no less than 12 months from the date of acceptance by Us unless You exercise Your right to cancellation as detailed in clause 8.1;

4.1.3 You shall be required to pay Us for all membership payments in full for the complete 12 month period should You decide to cancel the Membership Services outside the cancellation period outlined in clause 8.1 and before the 12 month period has expired.

5. DELIVERY

5.1 Dates for delivery and/or performance are estimates only and are not guaranteed. Time is not of the essence in relation to such dates. They are also subject to any matter beyond Our reasonable control. We will use Our reasonable endeavours to ensure delivery and/or performance on the dates specified.

5.2 Where Products and/or Services are to be delivered and/or performed in instalments and/or stages, each delivery and/or stage shall constitute a separate and distinct contract and failure by Us to deliver and/or perform, or any claim by You in respect of, any instalment and/or stage shall not entitle You to repudiate this Contract as a whole.

5.3 You shall have no right to reject Products and/or Services and shall have no right to rescind for late delivery and/or performance unless the due date for delivery and/or performance has passed and You have served on Us a written notice requiring the Contract to be performed and giving Us not less than 7 days in which to do so and the notice has not been complied with.

5.4 Delivery of Products will usually be made between 9.00am and 5.30pm on working days. You procure that we have a free right of access to the address for delivery for the purpose of delivering the Products. If You refuse to take delivery of any Products and/or to allow performance of the Services then We shall be entitled to withhold delivery and/or performance of any other Products and/or Services and to treat this Contract as repudiated by You and shall have the right to rescind this Contract.

6. PRICE AND PAYMENT

6.1 The price of the Products and/or the Services is as shown in Our price list current at the date of the acceptance of the order. Except as otherwise stated, prices are ex-works, and You are liable to pay Our charges (if any) for transport, packaging and insurance.

6.2 Our terms of payment are net cash within 30 days of invoice. Time for payment shall be of the essence. Our prices are exclusive of any applicable VAT (unless stated otherwise) for which You shall additionally be liable.

6.3 If You fail to make any payment in full on the due date We may charge You interest (both before and after judgment) on the amount unpaid at the rate implied by law under the Late Payment of Commercial Debts (Interest) Act 1998 or at the rate of 4% above the base rate from time to time of HSBC Bank Plc (whichever is the higher).

6.4 We shall be entitled to invoice each delivery of Products and/or stage of the Services separately. We shall be entitled to render an invoice to You any time after the Products and/or Services have been ordered.

6.5 You shall pay all sums due to Us under this Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.

6.6 Payment shall not be deemed to be made until We have received either cash or cleared funds in respect of the full amount outstanding. If payment in full is not made to Us when due then We may withhold or suspend future or current deliveries of the Products and/or performance of the Services and delivery and/or performance under any other agreement with You.

7. CREDIT LIMIT

7.1 We may set a credit limit for You. We reserve the right to refuse to accept orders for Products and/or Services and/or to suspend or withhold delivery of Products and/or the performance of the Services if such Products and/or Services would result in You exceeding Your credit limit or the credit limit is already exceeded.

8. CANCELLATION OF SERVICES

8.1 You may cancel orders for Services if we receive Your notice of cancellation at any time up to 14 days before the due date for performance and You will receive a full refund of any fees paid by You subject to the deduction of any costs associated to termination of the order.

8.2 If You cancel an order for Services 14 days or less before the due date for performance You will not receive a refund but after the deduction of our standard administration charge from time to time in force the fees paid by You will be held by Us as a credit on account of any future orders for Products and/or Services placed by You.

9. SPECIFICATION

9.1 Any details and/or specifications supplied by Us to You in Our brochures and/or price lists are intended as a guide only and only give a general approximation of the Products and/or Services unless stated on Our quotation or agreed in writing.

9.2 We reserve the right to make changes to the specification of the Products and/or Services as required from time to time by law, applicable safety requirements or manufacturing requirements provided that they do not have a material adverse effect on the quality and/or performance of the Products and/or the Services.

10. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

10.1 All intellectual property rights (including without limitation all patents, copyright, design rights (whether registered or unregistered), trade marks (whether registered or unregistered) skill and/or know-how and other similar rights wherever existing in the world together with the right to apply for protection of the same) in the Products and/or arising from the Services shall be owned by Us absolutely.

10.2 You agree that, at Your cost, You will do all acts and execute all documents which are necessary or desirable to give effect to clause 10.1 above and/or to assist Us in the registration and/or protection of any such intellectual property rights.

11. PROPERTY AND RISK

11.1 Risk in the Products shall pass to You at the time of delivery. Delivery shall be deemed to occur:

11.1.1 at the time when the Products arrive at the place of delivery if We deliver the Products by Our own transport or We arrange transport in accordance with a specific contractual obligation; or

11.1.2 when the Products leave Our premises.

11.2 We shall retain title and ownership of the Products until We have received payment in full in cash or cleared funds

of all sums due for all Products and/or Services supplied to You by Us under this Contract and any other agreement between Us and You.

11.3 Until payment in full of the price for all Products supplied to You the Products shall be stored separately from any products or goods belonging to You or any third party and must be clearly marked and identified as being Our property. You agree that our employees and/or agents shall be entitled to enter Your premises to check compliance with this clause.

12. DEFAULT

12.1 If You-

12.1.1 fail to make any payment to Us when due;

12.1.2 breach the terms of this Contract (and where the breach is capable of remedy have not remedied the breach within 14 days of receiving notice requiring the breach to be remedied);

12.1.3 persistently breach the terms of this Contract;

12.1.4 pledge or charge any Products which remain Our property, or cease or threaten to cease to carry on business, or propose to compound with Your creditors, apply for an interim order under Section 252 Insolvency Act 1986 or have a Bankruptcy Petition presented against You, or being a company, enter into voluntary or compulsory liquidation, have a receiver, administrator or administrative receiver appointed over all or any of Your assets, or take or suffer any similar action in any jurisdiction;

12.1.5 appear to Us due to Your credit rating to be financially inadequate to meet Your obligations under the Contract; and/or

12.1.6 appear reasonably to Us to be about to suffer any of the above events;

12.1.7 then We shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in clause 12.2 below.

12.2 If any of the events set out in clause 12.1 above occurs in relation to You then:

12.2.1 We may enter, without prior notice, any of Your premises (or premises of third parties with their consent) where Products owned by Us may be and repossess and dispose of or sell any Products found which are owned by Us so as to discharge any sums due to Us under this Contract or any other agreement with You;

12.2.2 We are automatically no longer entitled to re-sell, use or part with the possession of any Products owned by Us until You have paid in full all sums due to Us under this Contract or any other agreement with You unless We give Our express written agreement to such use and/or disposal of the products;

12.2.3 We may withhold delivery of any undelivered Products and stop any Products in transit;

12.2.4 We may withhold the performance of any Services and cease any Services in progress;

12.2.5 We may cancel, terminate and/or suspend without Liability to You any agreement with You; and/or

12.2.6 all monies owed by You to Us shall forthwith become due and payable.

13. GUARANTEE

13.1 We guarantee that the Products will be free from defects in materials and/or workmanship for a period of 6 months from the date of delivery of the Products to You ("the Guarantee").

13.2 The Guarantee does not apply in respect of any:

13.2.1 faults arising after risk in the Products has passed which is caused by any subsequent mechanical, chemical, electrolytic or other damage not due to a defect in the Products; and/or

13.2.2 faults or defects caused by wilful damage, abnormal working conditions, failure to follow Our instructions, misuse, alteration or repair of Products without Our approval, improper maintenance or negligence on Your part or on the part of a third party.

13.3 If any Products prove to be defective and are covered by the Guarantee then We shall at Our sole option either repair or replace such Products or refund the price for such Products. Provided We comply with this clause the repair and/or replacement shall be Your sole remedy in respect of claims under the Guarantee.

13.4 We shall have no Liability to You under the Guarantee unless any defect is notified to Us within 14 working days of the defect becoming apparent or suspected or when it should reasonably have become apparent to or suspected by You.

13.5 The Guarantee will not apply if You have not paid for the Product in full on the due date.

13.6 All warranties, terms, conditions and duties implied by law relating to fitness, quality or adequacy are excluded to the fullest extent permitted by law.

14. REPAIRS AND REPLACEMENTS

14.1 We will at Our option either refund the price, repair, replace free of charge or re-perform any defective Products and/or Services where the defect is apparent on inspection or performance as appropriate provided that the defect is notified to Us within 14 working days of delivery of such Products or performance of the Services.

14.2 Any defective Products must be returned to Us for inspection if requested by Us before We will have any Liability for defective Products. If the Products prove to be defective then We may at our sole discretion reimburse You for the cost of returning the defective Products.

14.3 We may at Our sole discretion replace, repair free of charge, re-perform or refund the price of defective Products and/or Services which are not notified to Us within the specified time limit where in Our opinion the defect would not have been ascertainable on inspection and has been notified to Us as soon as reasonably practicable.

14.4 We will at Our option either refund the price of or replace free of charge any Products missing from a delivery of Products provided that the missing items are notified to Us within 5 working days of delivery or, in the event of total non-delivery, this fact is notified to Us within 5 working days of receipt of the invoice by You.

15. LIMITATIONS ON LIABILITY

15.1 We shall have no Liability for any defect in the Products caused or contributed to as a result of the Products being used for display or demonstration purposes or being handled by Your customers.

15.2 We shall have no Liability for defective Products and/or Services where the defect has been caused or contributed to by You.

15.3 We shall have no Liability to You if the price for the Products and/or the Services has not been paid in full by the due date for payment.

15.4 We shall have no Liability to You for defective Products and/or Services, Products not despatched or Products damaged or lost in transit unless the event is notified to Us within the appropriate time limit set out in this Contract.

15.5 We shall have no Liability for damage, loss, liability, claims, costs or expenses caused or contributed to by Your continued use of defective Products and/or Services after a defect has become apparent or suspected or should reasonably have become apparent to You.

15.6 We shall have no Liability to You to the extent that You are covered by any policy of insurance. You shall ensure that Your insurers waive any and all rights of subrogation they may have against Us.

15.7 We shall have no Liability to You for any:

15.7.1 consequential losses (including loss of profits and/or damage to goodwill);

15.7.2 economic and/or other similar losses;

15.7.3 special damages and indirect losses; and or

15.7.4 business interruption, loss of business, contracts and/or opportunity.

15.8 You shall give Us a reasonable opportunity to remedy any matter for which We are liable before You incur any costs and/or expenses in remedying the matter Yourself. If You do not do so We shall have no Liability to You for that matter.

15.9 Our total Liability to You in relation to any one claim shall not exceed £5,000.

15.10 Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of:

15.10.1 Liability for breach of contract and/or under this Contract;

15.10.2 Liability in tort (including negligence); and

15.10.3 Liability for breach of statutory duty;

15.10.4 except clause [15.9] above which shall apply once only in respect of all the said types of Liability.

15.11 Nothing in this Contract shall exclude or limit Our Liability for death or personal injury due to Our negligence or any Liability which is due to Our fraud or any other Liability which it is not permitted to exclude or limit as a matter of law or any of Your statutory rights which may not be excluded or limited due to You acting as a consumer.

16. GENERAL

16.1 No waiver by Us of any breach of this Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision.

16.2 If any provision of this Contract is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Contract and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.

16.3 We shall not be liable to You for any delay in performance of this Contract to the extent that such delay is due to any events outside Our reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, governmental actions and any other similar events. If We are affected by any such event then time for performance shall be extended for a period equal to the period that such event or events delayed such performance.

16.4 This Contract is governed by and interpreted in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

16.5 All third party rights are excluded and no third parties shall have any rights to enforce a Contract. This shall not apply to members of Our group who shall maintain their third party rights.