

## THT LTD Terms and Conditions

1. For the purpose of these terms & conditions the following words shall have the following meanings:

- (a) "The Company" shall mean THT Ltd.
- (b) "The Customer" shall mean the person or organisation for whom the Company agrees to carry out works and/or supply materials.
- (c) "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.

3. HOURLY RATE WORK. The total charge to the Customer shall consist of the cost of materials supplied by the Company & the amount of time spent by the operative in carrying out works (including all reasonable time spent in obtaining unstocked materials) charged in accordance with the Company's current hourly rates. The Customer shall only be charged for the time spent related to the Customer's work. All charges are inclusive of VAT at the prevailing rate except in cases where the work carried out is zero rated.

4. FIXED PRICE WORK shall be given as a firm cost, (manifest errors exempted) including Labour & Materials. All costs inclusive of VAT at the prevailing rate.

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

6. The Company shall not be under any obligation to provide a quotation to the Customer & shall only be bound (subject as hereinafter) by quotation given in writing to the Customer & signed by a duly authorised representative of the Company. The Company shall not be bound by any quotation 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 informed of the circumstances.

8. Invoices are due for payment immediately upon satisfactory completion to the Customer. Any part of that invoice which remains unpaid could incur further costs until payment in full is received by the Company. Legal support will be obtained to collect payment if not received in full within 60 days.

9. The company must deliver the contract in a reasonable time and is not liable for delays beyond its control.

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

11. The Customer has the right to cancel under, and in respect of, work due to take between 16 and 40 hours – Customers must cancel any instructions at least 5 working days before commencement of work. Failure to do so will mean 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 Customer has the right to cancel under, and in respect of, work due to take between 2 and 15 hours – Customers must cancel any instructions at least 2 working days before commencement of work. Failure to do so will mean 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.

13. The Customer has the right to cancel under, and in respect of, work due to take longer than 40 hours – Customers must cancel any instructions at least 10 working days before commencement of work. Failure to do so will mean 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.

14. If, after the Company shall have carried out the works, the Customer is not wholly satisfied with the works then the Customer shall give notice in writing as soon as reasonably practical to the Company & shall afford the Company, and if required its insurers, the opportunity of both inspecting such works, & carrying out any necessary remedial works if appropriate. 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. This does not affect the customers statutory rights.

15. The Guarantee shall be for labour only in respect of faulty workmanship for 24 months from the date of completion with the manufacturer's 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.
- (c) The Company will accept no liability for, or guarantee suitability of, materials supplied by the Customer & will accept no liability for any consequential damage or fault.

16. The company will not guarantee any work in respect of blockages in waste & drainage systems etc.

17. The company will not guarantee any work undertaken on instruction from the Customer & against the written or verbal advice of the operative/engineer.
18. Work is guaranteed only in respect of work directly undertaken by the Company. Any non-related faults arising from recommended work which has not been undertaken by the Company will not be guaranteed.
19. 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.
20. 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.
21. The customer shall be solely liable for any hazardous situation in respect of Corgi Regulations or Gas Warning Notice issued.
22. Where the Company agrees to carry out works on installations of inferior quality or over ten years old at that date no warranty is given in respect of such works & the Company accepts no liability in respect of the effectiveness of such works or otherwise.
23. The Company shall be entitled to fully recover costs or damages from any operative/engineer/contractor whose negligence or faulty workmanship results in the Company being made liable for those damages or rectification of the work.
24. These terms & conditions may not be released, discharged, 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 a contact with the Company the Customer agrees irrevocably to waive the application of any such terms & conditions.
25. Title to any goods, supplied by the Company to the Customer shall not pass to the Customer but shall be retained by the Company until payment in full for such goods has been made by the Customer to the Company. Until such time as title in the goods has passed to the Customer:
- (i) the Company shall have absolute authority to repossess, sell or otherwise deal with or dispose of all any or part of such goods in which title remains vested in the Company, this applies only to commercial contracts.
  - (ii) for the purpose specified in (i) above, the Company or any of its agents or authorised representatives shall be entitled at any time & without notice to enter any premises in which goods or any part thereof is installed, stored or kept, or is reasonably believed so to be, this applies only in relation to commercial contracts.
  - (iii) the Company shall be entitled to seek a court injunction to prevent the Customer from selling, transferred or otherwise disposing of such goods.
- Notwithstanding the foregoing, risk in such goods shall pass on delivery of the same to the Customer, & until such time as title in such goods has passed to the Customer, the Customer shall insure such goods to their replacement value & the Customer shall forthwith, upon request, provide the Company with a certificate or other evidence of such Insurance.
26. The Company shall not be liable for any delay or for the consequences of any delay in performing any of its obligations if such delay is due to any cause whatsoever beyond its reasonable control, & the Company shall be entitled to a reasonable extension of the time for performing such obligations.
27. 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 reasonably overlooked or subsequently requested & not undertaken at that time.
28. 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.
29. The Company hold the rights to any photographs of the work taken by the company or The Operative or Engineer. The Company promise that no indication will be made from the photos to the identity or location of the customer and work. The company may use any photographs for advertising purposes providing no indication is given to the identity or location of the customer and work.
30. Quotations are valid for 60 days.