

MARSHALL & MCCOURT PLUMBING & HEATING CONTRACTORS LIMITED STANDARD TERMS AND CONDITIONS

1. Application of conditions

1.1 Marshall & McCourt shall supply and the customer shall purchase the services in accordance with the purchase order issued which is subject to these conditions.

2. Basic of service

2.1 No variation to these conditions will be binding unless agreed in writing between the customer and Marshall & McCourt.

2.2 Any sales literature/ price lists issued by Marshall & McCourt are subject to change or alteration at any time without notice.

2.3 Any clerical or accidental errors and emissions in any sales literature, quotations, purchase orders, invoices or any other document are subject to correction without any liability to Marshall & McCourt.

3. The services

3.1 No purchase order which has been signed and accepted by Marshall & McCourt may be cancelled by the customer unless with the agreement of Marshall & McCourt in writing. If an order is cancelled without agreement the customer shall be liable for any loss in profit, damage, materials, labour and expenses that is a result of the cancellation.

3.2 Marshall & McCourt shall use reasonable care and skill to perform all services detailed in the quotation/purchase order.

4. Price

4.1 The price for the services & materials shall be the price listed in the purchase order. Any changes or amendments to the purchase order must be agreed in writing by the customer.

4.2 The price quoted for in the quote / purchase order is valid for 60 days.

4.3 Prices will state whether they are inclusive or exclusive of VAT

5. Payment

5.1 All payments shall be made within 14 days of the invoice date.

5.2 If the payment is overdue, regardless of the circumstance, Marshall & McCourt have the right to charge the customer interest at a daily rate of 5% and the debt may be passed on to a debt collection agency.

5.3 All payments shall be paid by one of the following payment methods as described in the invoice.

6. Time scales

6.1 The commencement date is an estimate only and Marshall & McCourt have the right to change it at any time and Marshall & McCourt shall have no liability.

6.2 Estimated time scales given to works are an estimate only and Marshall & McCourt have no liability for works that over run the schedule regardless of the reason.

7. Guaranty

7.1 Marshall & McCourt will guaranty all installations undertaken by themselves for a period of 12 months. Anything that was not included in the purchase order will not be included in the guaranty.

7.2 All materials supplied by Marshall & McCourt are subject to the manufactures guaranty and Marshall & McCourt accept no responsibility for defective items. The customer must contact the manufacture direct to report any defects.

8. Complaints

8.1 Any complaints must be made in writing and posted the registered business address.

9. Law

9.1 These terms and conditions shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English and Welsh courts.