

PLUMBING TERMS AND CONDITIONS (B2B)

BACKGROUND:

These Terms and Conditions shall apply to the provision of plumbing services by <<Insert name of Plumber>> or <<Address>> to customers that require their plumbing services.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

<p>“Agreement”</p>	<p>comprising an agreement in the form of the Agreement attached hereto as Schedule 1 and is subject to, these Terms and Conditions and the Quotation which the Parties will enter into upon the Customer’s acceptance of the Quotation;</p>
<p>“Agreed Date”</p>	<p>the date on which the provision of the Services shall commence as agreed by the Parties [as set out in Schedule 1];</p>
<p>“Agreed Times”</p>	<p>the times at which the Parties shall agree upon the provision of the Services and the Customer shall have access to the premises for the Job [as set out in Schedule 1];</p>
<p>“Business Days”</p>	<p>days (other than Saturday or Sunday) on which the Parties are open for their full range of services at the [insert location]>>;</p>
<p>“Confidential Information”</p>	<p>information disclosed by either Party, information which is confidential or proprietary to the other Party pursuant to or otherwise subject to an Agreement (whether orally or in writing, in any medium, and whether or not the information is expressly stated to be confidential or otherwise confidential);</p>
<p>“Customer”</p>	<p>any person or entity that requires the Services subject to these Terms and Conditions and the Agreement, being a person or entity that is not a “Consumer” for the purposes of a Consumer Protection Act 2015;</p>
<p>“Final Fee”</p>	<p>any amount payable which shall be payable by the Customer in accordance with Clause 4 of these Terms and Conditions;</p>
<p>“Job”</p>	<p>the provision in full of all of the Services;</p>
<p>“Order”</p>	<p>the initial request to acquire the Services from the Customer as described in Clause 2 of these Terms and Conditions;</p>
<p>“Property”</p>	<p>the premises, property or premises, as detailed in the Agreement, at which the Job is to be performed;</p>

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<p>“Quotation”</p>		<p>a quotation detailing proposed fees and services to be provided to the Customer in accordance with Clause 2 of these Terms and Conditions. Any such quotation shall a) be required to incorporate, and be subject to, these Terms and Conditions; and b) not be deemed to be an acceptance of an Order;</p>
<p>“Quoted Fee”</p>		<p>the Fee which will be quoted to the Customer in the quotation following the Order which may vary according to the actual work undertaken as set out in Clause 4 of these Terms and Conditions;</p>
<p>“Services”</p>		<p>the plumbing <<insert general nature of services, such as installation, fitting and repair>> services provided by the Plumber as detailed in Clause 5 of these Terms and Conditions;</p>
<p>“Visit”</p>		<p>any occasion, scheduled or otherwise, on which the Plumber shall visit the Property to render the Services; and</p>
<p>“Work Area”</p>		<p>that part of the Property within which the Services are to be provided.</p>

- 1.2 Unless otherwise stated, these Terms and Conditions require, each reference in these Terms and Conditions to a singular expression, includes a reference to any similar expression, includes a reference to any plural expression and by electronic transmission or similar means;
- 1.2.1 Similar expression, includes a reference to any plural expression and by electronic transmission or similar means;
- 1.2.2 Reference to a statute is a reference to that statute or to any statute or re-enacted at the relevant time;
- 1.2.3 Reference to “these Terms and Conditions” is a reference to these Terms and Conditions and of the Schedules as amended or supplemented at any time;
- 1.2.4 Reference to “these Terms and Conditions” is a reference to these Terms and Conditions;
- 1.2.5 Reference to a Clause (or Clauses) (or Clauses) or a paragraph of the relevant Clause (or Clauses) (or Clauses) or a paragraph of the relevant Clause (or Clauses) (or Clauses) is a reference to a Clause of these Terms and Conditions (or Clauses) (or Clauses) or a paragraph of the relevant Clause (or Clauses) (or Clauses) or a paragraph of the relevant Clause (or Clauses) (or Clauses);
- 1.2.6 Reference to “the Parties” refer to the parties to the Agreement.
- 1.3 The interpretation of these Terms and Conditions are for convenience only and shall not be used for the interpretation of these Terms and Conditions.
- 1.4 Words used in the singular shall include the plural and vice versa.
- 1.5 References shall include any other gender.
- 1.6 References shall include corporations.

2. Orders

- 2.1 The Customer shall order for their Services through <<insert methods e.g. telephone, email, website>>
- 2.2 When the Customer orders for their Services, the Customer shall set out, in detail, the Services required, the location and size of the Property, number of the Property, the type(s) of work (e.g. piping, plumbing, electrical, etc.) [The Plumber shall provide an order form to the Customer to complete and return to the Plumber]

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the Plumber shall invoice the Customer at their normal rate.

7. Cancellation

- 7.1 The Customer may cancel the Job at any time before the Agreed Date. The following provisions apply to cancellation or rescheduling:
 - 7.1.1 If the Customer cancels the Job more than <<e.g. 28 days>> before the Agreed Date the Plumber shall issue a full refund of all sums paid, including the Deposit.
 - 7.1.2 If the Customer cancels the Job more than <<e.g. 28 days>> before the Agreed Date the Plumber shall retain all sums paid, including the Deposit, and shall deduct all such sums from any balance payable on the Job.
 - 7.1.3 If the Customer cancels the Job less than <<e.g. 28 days>> but more than <<e.g. 14 days>> before the Agreed Date the Plumber shall retain all sums paid, including the Deposit.
 - 7.1.4 If the Customer cancels the Job less than <<e.g. 28 days>> but more than <<e.g. 14 days>> before the Agreed Date the Plumber shall retain all sums paid, including the Deposit and shall deduct all such sums from any balance payable on the Job. All sums due shall be payable on the rescheduled Job.
 - 7.1.5 If the Customer cancels the Job less than <<e.g. 14 days>> before the Agreed Date the Plumber shall retain all sums paid and any outstanding balance shall be immediately payable. No refund shall be issued.
 - 7.1.6 If the Customer cancels the Job less than <<e.g. 14 days>> before the Agreed Date the Plumber shall retain all sums paid and any outstanding balance shall be immediately payable. No refund shall be issued and the amount payable toward the fees and Deposit shall be immediately payable.
- 7.2 The Plumber may cancel the Job before the Agreed Date and shall refund all sums paid, including the Deposit.

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8. Liability, Indemnity and Insurance

- 8.1 The Plumber shall ensure that they have in place at all times suitable and valid insurance which shall cover their liability for negligence or breach of conditions or of the Agreement shall be limited to £<<insert amount>> per claim.
- 8.2 The Plumber's total liability for damage caused as a result of their negligence or breach of conditions or of the Agreement shall be limited to £<<insert amount>> per claim.
- 8.3 The Plumber is not liable for any damage suffered by the Customer which results from the Customer not following any instructions given by the Plumber.
- 8.4 Nothing in these Terms and Conditions shall limit or exclude the Plumber's liability for personal injury.
- 8.5 Subject to sub-Clause 8.1, the Customer shall indemnify the Plumber against all costs, liability, damages and expenses for proceedings arising out of the Plumber's rendering of the Job or any breach of these Terms and Conditions.

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8.6 The Plumber shall indemnify the Customer and shall hold the Customer harmless and shall indemnify the Plumber against any costs, liability, damages, claims, proceedings arising out of the Customer's failure to meet a condition of the Agreement or any other breach of these Terms and Conditions or of the law.

9. **Guarantee**

9.1 The product of all Services provided shall be free from defects in materials and workmanship for a period of <<insert period e.g. 12 months>> following the date of completion of the Service.

9.2 If any defects in the product of the Services appear during the guarantee period, the Plumber shall rectify any and all such defects in the product of the Services free of charge to the Customer.

10. **Data Protection**

The Plumber shall protect the Customer's personal data as set out in the Plumber's <<insert document name>> Privacy Notice available from <<insert location(s)>>.

11. **Confidentiality**

11.1 Except as required by law, or as required by Clause 11.2 or as authorised in writing by the other Party, the Party shall not disclose Confidential Information at any time during the continuance of the Agreement and [for a period of <<insert period>>] after its termination:

- 11.1.1 Confidential Information;
- 11.1.2 Confidential Information to any other party;
- 11.1.3 Confidential Information for any purpose other than as contemplated by the Agreement, subject to the terms of the Agreement;
- 11.1.4 Confidential Information, in any form, of, record in any way or part with possession of Confidential Information; and
- 11.1.5 Confidential Information which is disclosed to its directors, officers, employees, agents, sub-contractors or subcontractors, or any of them, who does any act which, if done by that Party, would constitute a breach of any of the provisions of sub-Clauses 11.1.1 to 11.1.4 above.

11.2 Either Party may disclose Confidential Information to:

- 11.2.1 Confidential Information to:
 - 11.2.1.1 its directors, officers, employees, agents, sub-contractors or subcontractors, or any of them, who is a contractor or supplier of that Party;
 - 11.2.1.2 any government, governmental or other authority or regulatory body; or
 - 11.2.1.3 any agent, contractor or officer of that Party or of any of the other Parties or any of the other named persons, parties or bodies;
 - 11.2.1.4 any person to whom disclosure is necessary for the purposes contemplated by the Agreement, including, but not limited to, the provision of the Services, and where such disclosure is required by law. In each case that Party shall first obtain the prior written consent of the other Party or body in question that the Confidential Information is to be disclosed and (except where the disclosure is to any person to whom disclosure is permitted by Clause 11.2.1.2 or any employee or officer of any Party or body in question) shall obtain and submitting to the other Party a written undertaking from the party in question. Such undertaking shall be in writing and shall be in such form as is practicable in the terms of this Clause 11, to ensure that the Confidential Information is kept confidential and to use it only for the purposes for which the disclosure is made; and

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11.2.2 use any Confidential Information for any purpose, or disclose it to any other person, in any form, or at any time, without the prior written consent of that other Party, unless it is at the date of the Agreement, already in the public domain, or is otherwise in the public knowledge through no fault of that other Party. Notwithstanding the foregoing, that Party must not disclose Confidential Information which is not public knowledge.

any purpose, or disclose it to any other person, in any form, or at any time, without the prior written consent of that other Party, unless it is at the date of the Agreement, already in the public domain, or is otherwise in the public knowledge through no fault of that other Party. Notwithstanding the foregoing, that Party must not disclose Confidential Information which is not public knowledge.

11.3 The provisions of this Agreement shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.

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12. Force Majeure

12.1 No Party to the Agreement shall be liable for any failure or delay in performing their obligations when such failure or delay results from any cause that is beyond the reasonable control of that Party, including, but not limited to, natural events, internet service provider failure, industrial action, civil unrest, strikes, earthquakes, acts of terrorism, acts of war, pandemic disease, or any other similar or dissimilar event that is beyond that Party's control.

12.1 No Party to the Agreement shall be liable for any failure or delay in performing their obligations when such failure or delay results from any cause that is beyond the reasonable control of that Party, including, but not limited to, natural events, internet service provider failure, industrial action, civil unrest, strikes, earthquakes, acts of terrorism, acts of war, pandemic disease, or any other similar or dissimilar event that is beyond that Party's control.

12.2 [In the event that a Party cannot perform their obligations under this Agreement for a continuous period of <<insert period>>, the other Party shall have the right to terminate the Agreement by written notice at the discretion of that other Party. In the event of such termination, the terminating Party shall be entitled to reasonable payment for all Services performed up to the date of termination. Such payment shall take into account any prior contractual obligations of the terminating Party in reliance on the performance of the Agreement.]

12.2 [In the event that a Party cannot perform their obligations under this Agreement for a continuous period of <<insert period>>, the other Party shall have the right to terminate the Agreement by written notice at the discretion of that other Party. In the event of such termination, the terminating Party shall be entitled to reasonable payment for all Services performed up to the date of termination. Such payment shall take into account any prior contractual obligations of the terminating Party in reliance on the performance of the Agreement.]

13. Termination

13.1 Either Party may terminate this Agreement by giving written notice to the other Party if:

13.1 Either Party may terminate this Agreement by giving written notice to the other Party if:

13.1.1 that other Party is in arrears in payment of any sum owed to that Party under any of the provisions of this Agreement for a period of <<insert period>> Business Days;

13.1.1 that other Party is in arrears in payment of any sum owed to that Party under any of the provisions of this Agreement for a period of <<insert period>> Business Days;

13.1.2 that other Party is in breach of any of the provisions of this Agreement and that Party is incapable of remedy, fails to remedy such breach within <<insert period>> Business Days after being given written notice giving that Party a reasonable opportunity to remedy the breach and requiring it to be remedied;

13.1.2 that other Party is in breach of any of the provisions of this Agreement and that Party is incapable of remedy, fails to remedy such breach within <<insert period>> Business Days after being given written notice giving that Party a reasonable opportunity to remedy the breach and requiring it to be remedied;

13.1.3 that other Party is an insolvent company, or where that other Party is a company, a receiver is appointed over any of the property or assets of that other Party;

13.1.3 that other Party is an insolvent company, or where that other Party is a company, a receiver is appointed over any of the property or assets of that other Party;

13.1.4 that other Party enters into a voluntary arrangement with its creditors or, where that other Party is a company, enters into an administration order (within the meaning of section 86);

13.1.4 that other Party enters into a voluntary arrangement with its creditors or, where that other Party is a company, enters into an administration order (within the meaning of section 86);

13.1.5 that other Party is, or becomes, a bankrupt or firm, has a bankruptcy order made against that other Party, goes into liquidation (except for liquidation for the purposes of reconstruction or re-construction and in such case, if that other Party has therefrom effectively agreed to be bound by or to accept the terms imposed on that other Party under this Agreement);

13.1.5 that other Party is, or becomes, a bankrupt or firm, has a bankruptcy order made against that other Party, goes into liquidation (except for liquidation for the purposes of reconstruction or re-construction and in such case, if that other Party has therefrom effectively agreed to be bound by or to accept the terms imposed on that other Party under this Agreement);

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13.1.6 to any of the foregoing under the law of any relation to that other Party;

13.1.7 s, or threatens to cease, to carry on business; or

13.1.8 Party is acquired by any person or connected control of that other Party on the date of the purposes of this Clause 13, "control" and shall have the meanings ascribed thereto by 22 respectively of the Corporation Tax Act 2010.

13.2 For t of rem respect Clause 13.1.2, a breach shall be considered capable n can comply with the provision in question in all

13.3 When Depos shall n ites the Agreement under sub-Clause 13.1, the ceived from it shall be refunded it in full, and it amount(s) payable under the Agreement.

13.4 The remed breach agreement shall not prejudice any other right or ect of the breach concerned (if any) or any other

14. **Effects of T**

Upon the ter nt for any reason:

14.1 any s Agree y to the other under any of the provisions of the diately due and payable;

14.2 all Cl the ex cessy or by their nature, relate to the period after Agreement shall remain In full force and effect;

14.3 termi which termin have i date o prejudice any right to damages or other remedy ay have in respect of the event giving rise to the o damages or other remedy which any Party may of the Agreement which exist at or before the

14.4 subje rights clause 14 and except in respect of any accrued der any further obligation to the other; and

14.5 each cease immed which he extent referred to in Clause 11) immediately indirectly, any Confidential Information, and shall Party any documents in its possession or control nfidential Information.

15. **No Waiver**

No failure or shall be dee of any provis breach of the exercising any of its rights under the Agreement at right, and no waiver by either Party of a breach all be deemed to be a waiver of any subsequent ision.

16. **Further Ass**

Each Party may be need l such further deeds, documents and things as ions of the Agreement into full force and effect.

17. **Costs**

Subject to a trary each Party shall pay its own costs of and

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incidental to the negotiation and carrying into effect of the Agreement.

18. **Set-Off**

Neither Party shall be entitled to set-off in any manner from payments due or sums received in respect of the Agreement or any other agreement at any time.

19. **Assignment and Sub-Contracting**

19.1 [Subject to sub-Clause 19.2, the obligations of the Parties. Neither Party shall be liable for any floating charge) of the Agreement or any other agreement thereunder, or sub-contracting thereunder without the consent of the other Party, such consent not to be unreasonably withheld.

19.2 [The Plumber shall not be liable for any of the obligations undertaken by it through any other member or sub-contractor or through suitably qualified and experienced person or through any other member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of the Plumber.

20. **Time**

[The Parties agree that all time periods specified in the Agreement shall be of the essence of the Agreement.]

OR

[The Parties agree that the time periods specified in the Agreement are for guidance only and are not of the essence of the Agreement and may be varied by mutual agreement between the Parties.]

21. **Relationship of the Parties**

Nothing in the Agreement shall be deemed to constitute a partnership, joint venture, agency or other contractual relationship except as expressly stated in the Agreement.

22. **Third Party Rights**

No part of the Agreement shall be deemed to confer any rights on any third parties and the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

23. **Notices**

23.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, the authorised signatory or a duly authorised officer of the Party giving the notice.

23.2 Notices shall be deemed to have been given:

23.2.1 when delivered to the recipient by a courier or other messenger (including overnight delivery) during the business hours of the recipient; or

23.2.2 when sent, by post, to the recipient's last known address and a successful return receipt is generated; or

23.2.3 on the fifth business day after the date of posting by registered post, if mailed by national

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24. **Entire Agree**

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...ce to the other Party, apply to the President or
...being of the Chartered Institute of Arbitrators for
...rator or arbitrators and for any decision on rules

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28. **Law and Jurisdiction**

28.1 The Agreement a
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SCHEDULE 1

AGREEMENT

made the _____ day of _____

BETWEEN:

- (1) <<Name of _____ registered in <<Country of Registration>> under number <<C _____ number>> whose registered office is at] **OR** [of] <<insert Add _____ and
- (2) <<Name of _____ registered in <<Country of Registration>> under number <<C _____ number>> whose registered office is at] **OR** [of] <<insert Add _____

WHEREAS:

- (3) The Plumber _____ services and hereby agrees to provide those services, as _____ services”) in accordance with, and subject to, the Quotation, th _____ and this Agreement.
- (4) The Custom _____ the Plumber’s services in accordance with, and subject to, th _____ and Conditions and this Agreement.

IT IS AGREED as f

1. The Agree

- 1.1 Any _____ s Agreement”, “the Agreement”, “the Terms and Conditions” or the Quotation shall be deemed to re _____ or the attached Terms and Conditions, or the Quot _____ constitute a contract for the provision of the Servi _____ r and the Customer.
- 1.2 By ex _____ on <<insert date>>, the Parties hereby agree to be bo _____ the Terms and Conditions, the Quotation, and the provi _____
- 1.3 This _____ into effect upon its execution by both Parties and paym _____

2. The Service

The Service _____ e Agreed Date of <<insert date>> and shall be provided du _____ of <<insert times>> at the Property located at <<insert add _____

Specification / Des	Relevant Dates / Times

3. Fees and P

<<Insert full _____ sums due as detailed in the Quotation>>

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4. **Electronic Signatures**

It is acknowledged that the Agreement may be signed by:

- 4.1 Both Parties by electronic signature (whatever form the electronic signature takes); or
- 4.2 Both Parties by manuscript signature; or
- 4.3 One Party by electronic signature (whatever form the electronic signature takes) and the other Party signing by manuscript signature.

Each Party agrees that an electronic signature will be as conclusive of a Party's intention as a manuscript signature. The Agreement as if signed by that Party by means of their manuscript signature.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals, and the same has been duly executed the day and year first above written.

SIGNED by
<<Name and Title of Party>> Plumber>>
for and on behalf of

In the presence of
<<Name & Address of Witness>>

SIGNED by
<<Name and Title of Party>> Customer>>
for and on behalf of

In the presence of
<<Name & Address of Witness>>

