



CONDITIONS

25% deposit with order.

All damages must be reported within 24 hours of delivery.

This quotation does not include the cost of any specialist removal of asbestos or asbestos related products that may be discovered during the course of our works.

No extra work or variation in the work shall be carried out unless ordered in writing by the Customer and the cost of such extra work or variation shall be added to the price together with the current rate of Value Added Tax or other tax thereon at the date thereof. The Customer shall pay for such extra work or variation a reasonable sum based on costs at the time of giving instructions for the same and Hedley Visick shall execute and carry out the work or variation in the same by reasonable date calculated on the basis of the said date for completion of the main works.

Hedley Visick reserves the right to employ such sub-contractors as Hedley Visick may nominate to carry out the installation works.

All work executed and all materials and goods on the site except Hedley Visick's plant, tools and equipment shall be at the sole risk of the Customer unless their loss or damage shall be occasioned solely by negligence of Hedley Visick, any sub-contractor or their respective employees.

Hedley Visick shall not be responsible for any delay occasioned by unavailability of materials reasonably required to be obtained from a third party.

Hedley Visick shall be entitled to terminate the Contract:

- (1) if the Customer interferes with or obstructs the execution of the works so that it is delayed for a period of two weeks or longer.
- (2) if the Customer commits any act of bankruptcy or makes a composition or arrangement with his creditors or being a company enters into liquidation.
- (3) if the Customer fails to make any payment of the price in accordance with the terms hereof after not less than 14 days written notice demanding the same.
- (4) if Hedley Visick considers that the qualifying conditions contained in the Specification hereto and not met within 28 days of written notice served by Hedley Visick upon the Customer and, save in the case of termination under sub-clause (b) above, the Customer will be responsible for paying Hedley Visick's reasonable handling charges and the cost of all materials specially ordered and otherwise unusable.

The Customer shall afford Hedley Visick, sub-contractor or their employees reasonable access to the premises during Hedley Visick's working hours.

The Customer shall obtain all reasonable consents, licences, permits and authorities of any landlord, local authority or other relevant authority and produce the same if required to Hedley Visick before commencement of the works and Hedley Visick shall comply with the same unless such compliance would be in excess or contravention of the Specification save that where applicable Hedley Visick shall be responsible for obtaining and complying with permissions and regulations issued by (gas authorities).

Where any installation and other work is to be carried out in any roof or other space, such space must be cleared of stored articles.

Hedley Visick accepts no liability in Contract or Tort for damage to work on the Customers or other premises caused by adverse weather conditions.

Hedley Visick shall not be liable for defects in the performance of any installation due to a condition of the site not present and reasonably apparent to Hedley Visick prior hereto nor shall they be responsible for uneven floors, walls out of true and building modifications or appliances installed after planning visit and before installation. Upon Hedley Visick obtaining notice of such condition they shall inform the Customer and be entitled to charge reasonable additional costs as though the same were a variation ordered in writing by the Customer and shall not be responsible for any delay occasioned thereby.

Where the work involves the improvement or modification of any existing system, the Customer warrants such system is in good working order.

Measurements or drawings supplied by the Customer are at their own risk, no responsibility can be taken by Hedley Visick for their accuracy.

If in an existing chimney, free passage for the lining materials is obstructed for any reason whatsoever, the Customer shall pay the cost of any additional works, necessitated thereby or the cost of any modification or variance of the works detailed in the Specification.

This quotation does not include the final painting of radiators, pipework or redecoration, nor for additions to the cold water or secondary service alteration to linen cupboard shelves, renewal or repair of floorboards through which old pipes ran. No allowance has been made for chasing or boxing in wiring or pipework.

This quotation includes the lifting and replacing of normal floorboards; parquet, rubber, tiles, hardwood or other special flooring must be removed and replaced independently by the Customer.

Carpets or lino must be removed by the Customer before Hedley Visick carry out the works; no responsibility will be accepted by Hedley Visick for making good such items after proper execution of the works.

Where the works include a combined fire/back boiler unit, the reasonable cutting away and making good of the fireplace opening is included in the quotation, but the removal and reinstatement of the tiled surround where this may be necessary is excluded.

No employee of the company, sub-contractor or employee of any such sub-contractor, is authorised to make or give any warranty on behalf of the company and any such attempted warranty shall be null and void.

Notwithstanding, the title of all equipment and materials shall remain vested in Hedley Visick until the full purchase price shall be paid by the Customer.

Approximate starting dates are given in good faith, but it must be appreciated that delays can occur due to the delay in the supply of materials and the impossibility of being able to calculate installation time exactly. This quotation is subject to the availability of the appliance(s) or equipment or other materials necessary to complete the works. Hedley Visick reserve the right to supply or fit appliance(s) or equipment of a comparable type/price.