

# T&Cs

## **AKA STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES FROM STOAKE LTD**

Version 2.0 written on 04/2016. Valid until new release

Stoake Ltd. 80 Harlesden Road, London NW10 2BE

Registered in England and Wales

Company number #08860053 / VAT #189564057 / HETAS #6446 / Gas Safe #303961

### **1. DEFINITIONS**

In this document the following words shall have the following meanings:

1. "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
2. "Customer" means any person who purchases Goods and Services from the Supplier;
3. "Goods" means the articles specified in the Proposal;
4. "Proposal" means a statement of work, quotation or other similar document describing the Goods and Services to be provided by the Supplier;
5. "Services" means the services specified in the Proposal;
6. "Supplier" means Stoake Ltd of 80 Harlesden Road, London NW10 2BE;
7. "Terms and Conditions" means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Supplier.

### **2. GENERAL**

1. These Terms and Conditions shall apply to all contracts for the supply of Goods and Services by the Supplier to the Customer and shall prevail over any other documentation or communication from the Customer.
2. Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Supplier.
3. Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Goods and Services, by virtue of any statute, law or regulation.
4. Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a Consumer.

### **3. THE ORDER**

1. All estimates and quotations ("the Proposal") written by the Supplier, unless otherwise stated, shall remain valid for a period of 30 days.
2. The Customer shall be deemed to have accepted the Proposal by placing an order with the Supplier ("the Order") in writing within the period specified in Clause 3.1.
3. All Orders for Goods and Services shall be deemed to be acceptance of the Proposal pursuant to these Terms and Conditions.
4. Upon receiving the Order the Supplier shall issue the initial invoice to the Customer. After the initial invoice is paid in full the Supplier shall arrange dates for the Services. Acceptance of these dates shall be confirmed by the Customer in writing.
5. If the dates for the Services are changed by the Customer within five working days of the dates previously agreed, the Customer shall be liable for paying the entire labour charge as itemised in the Proposal together with any additional charges incurred by the Supplier for rearranging Services on the new proposed dates. The Supplier's standard charges are itemised in Section 4.3 below.

#### 4 ADDITIONAL WORKS

1. All works including construction and/or repairs not itemised in the Proposal are outside the scope of the Proposal. If Additional Works are required the Supplier shall notify the Customer in writing together with a revised Proposal. The Customer shall then place a new Order for the Additional Works prior to the Supplier undertaking them.
2. Circumstances that could constitute Additional Works are those unforeseen at the time of site visit as well as those not expressly stated by the Customer. These include but are not limited to impassable objects inside chimneys and unsound plumbing under floors or inside walls.
3. Unless otherwise stated, the Supplier's standard charges for Additional Works are as follows (prices are exVAT):
  - Full day (up to 8 hours): two staff = £700 / single staff = £350
  - Half day (up to 4 hours): two staff = £400 / single staff = £175
  - Quarter day (up to two hours): two staff = £250 / single staff = £125

#### 5. PRICE AND PAYMENT

1. The price for the Goods and Services is as specified in the Proposal and can be subject to varying rates of VAT, all of which shall be clearly stated in the Proposal, and any applicable charges outlined in the Proposal.
2. Payment of the price shall be in the manner specified in the Proposal.
3. If the Customer fails to make any payment within 30 days of it becoming due, the Supplier shall be entitled to charge interest at the rate of 1.5% per month on the outstanding amounts.

#### 6. DELIVERY

1. The date of delivery of the Goods and Services is as specified in the Proposal. The Supplier may vary these times by intimating in writing details of the change to the Customer but in any event, the Goods and Services will be delivered within 30 days of the contract date unless there is an agreement with the Customer to the contrary.
2. The date of delivery specified by the Supplier is an estimate only. Time for delivery shall not be of the essence of the contract and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods.
3. All risk in the Goods shall pass to the Customer when they are in the physical possession of the Customer.
4. If the Customer supplies any Goods or Services they must be delivered to site no later than 10am on the date confirmed in the Order, otherwise the Supplier shall be entitled to charge for Additional Works.

#### 7. TITLE

1. Title in the Goods shall not pass to the Customer until the Supplier has been paid in full for the Goods.

#### 8. CUSTOMER OBLIGATIONS

To enable the Supplier to perform its obligations the Customer shall:

1. Co-operate with the Supplier.
2. Provide the Supplier with any information reasonably required by the Supplier.
3. Obtain all necessary Permissions, Licenses and Consents which may be required before commencement of the Services, the cost of which shall be the sole responsibility of the Customer. This can include, but is not limited to:
  - Planning permission for any works outside of permitted development, conservation areas and/or listed buildings.
  - Consent to work on a property with multiple freeholders and/or leaseholders.
4. Comply with such other requirements as may be set out in the Proposal or otherwise agreed between the parties.

## 9. SUPPLIER OBLIGATIONS

1. The Supplier warrants that the Goods will at the time of delivery correspond to the description given by the Supplier.
2. The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.
3. The Supplier accepts all responsibility for the condition of tools and equipment used in the performance of the Services and shall ensure that any materials supplied shall be free of defects.
4. The Supplier provides the following guarantee(s) in relation to the Services carried out:
  - The Supplier provides a Guarantee Period on installation services for twelve months from the date of completion.
  - Where the supplied Goods have a manufacturer's guarantee, and in the case of defects, the Supplier shall make all reasonable endeavours to liaise with the Manufacturer on behalf of the Customer to arrange replacement of the Goods or refunds for the price of the Goods on behalf of the Customer for a period of twelve months from the date of delivery.
5. Remedial action:
  - If the Customer makes a valid claim in accordance with these Terms and Conditions the Supplier may arrange for the relevant Products to be reinstalled or refund to the Customer the charge for the relevant part of the installation service (or a proportionate part of such charge).
6. Exceptions:

This Guarantee will only apply:

- If the Product has been installed by the Supplier and has been properly used and maintained throughout the Guarantee Period.
  - If the Customer has informed the Supplier of the alleged defect within the Guarantee Period and within a reasonable period of discovery.
7. General conditions:
    - The Customer will promptly provide all information and support (including access to site and services) necessary to enable the Supplier to evaluate any alleged defect and to perform its obligations under this Guarantee.
    - The Customer agrees that all premises, plant, power, fuel support services and other inputs provided for the services are reasonable, are fit for purpose and will be properly used and provided.
  8. Expertise:
    - Any dispute as to whether a defect is covered by this Guarantee shall be immediately referred at the request of either party to the independent Ombudsman Services at Which? Trusted Traders.
  9. Third party rights:
    - When the Supplier has installed a system in a property that is sold within the Guarantee Period the guarantee will pass to the new legal owner of the property. It may not be transferred to or exercised by any third party.
  10. Annual Maintenance Contract:
    - At the Supplier's discretion an Annual Maintenance Contract may be offered for ongoing maintenance and repair of the Product beyond the term stated in the Guarantee Period. Details can be found in the Annual Maintenance Contract document. Available upon request.

## 10. CANCELLATIONS AND REFUNDS

As part of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:

1. The Customer may cancel an Order by notifying the Supplier in writing at the address above within 14 days of placing an Order and any deposit paid will be refunded in full.
2. If the Customer fails to cancel the order within the time specified in Clause 10.1 any monies paid may not be returnable.
3. If the Customer confirms an installation date within the time specified in Clause 10.1 they do so on the understanding that they waive all rights to the cancellation period and any monies paid may not be returnable.

## 11. LIMITATION OF LIABILITY

1. Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury, however the Supplier shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the of the limit of the public liability insurance cover held by the Supplier.
2. The Supplier shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.
3. For the avoidance of doubt, time shall not be of the essence and the Supplier shall incur no liability to the Customer in respect of any failure to complete the Services by any agreed completion date.
4. The Supplier shall not be liable under any circumstances to the Customer or any third party for the functionality or performance of any systems that have been designed in any way by a third party.
5. The Supplier shall not be liable under any circumstances to the Customer or any third party for the condition of any Goods or Services supplied to the Customer by a third party.

## 12. COMPLAINTS

The Supplier is a member of Which? Trusted Traders who provide an alternative dispute resolution service via Ombudsman Services.

Complaints can be made to: Marcus Hodgetts

Position: Managing Director

Company: Stoake Ltd

Direct line: 020 8459 4743

Email: [marcus@stoake.co.uk](mailto:marcus@stoake.co.uk)

## 13. FORCE MAJEURE

1. Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

## 14. SEVERANCE

1. If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

## 15. GOVERNING LAW

1. These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.