

**SMALL WORKS CONTRACTS - Terms & Conditions**

Please read this document carefully as it specifies how Eco Installer will carry out work for you. In these conditions “Eco” and “we” means Eco Installer & Service Limited and “you” and “your” means the customer.

**1. Scope of Work**

Eco will carry out the work requested by you (“Work”), either on a Time & Materials basis or on Fixed Price basis, under the following terms and conditions. All prices will show the appropriate VAT rate(s) for the Work.

**2. Fixed Price Work**

Where we provide a Fixed Price quotation for the Work then we shall carry out the specified works for that price. If during the course of the Work We determine additional works are necessary, We shall advise you of the additional works and You agree to pay for such additional works on a Time & Materials basis as set out in Clause 3 below which shall be in addition to the Fixed Price quotation provided.

Where Eco provides a Fixed Price quotation, this is valid for 28 days and Eco must begin the work within 90 days of your acceptance. If either of these time periods are exceeded then the quotation will no longer be valid and you should contact Eco to get another quotation for the Work.

**3. Time and Materials Work**

Where Eco carries out the Work on a Time and Materials basis, the charges for time shall be from £95 + VAT per hour. All materials and equipment used will be charged at prevailing prices.

**4. Programme for the Work**

Any dates or timescales specified by Eco in its quotation are best estimates and Eco will endeavour to maintain such dates. If Eco believes there are likely to be delays we will let you know as soon as possible and agree new dates with you. The time taken to complete the Work has no effect on the price quoted to you. If your timings change then you should give us as much notice as possible but not less than 14 days. Eco will advise you of the revised programme in such circumstances.

**5. Site Requirements**

Unless specified otherwise in the quotation, Eco will require the provision of Power. Lighting and water at the worksite and access to a toilet.

**6. Unforeseen circumstances**

The price quoted by Eco does not include the cost of removing any dangerous waste materials (e.g. asbestos) that we could not reasonably identify at the time of inspection. If such dangerous materials are discovered during the performance of the Work then Eco will assist you to rectify the problem. You can call a specialist contractor to remove the dangerous materials or Eco, at your instruction, may be able to arrange for them to be removed at an extra cost. When asbestos is removed you will need to produce a ‘site clearance for reoccupation’ certificate before Eco can continue with the Work. This certificate is available from the asbestos removal company.

**7. Existing Fixtures & Fittings**

Eco may need you to lift carpets/floorcoverings and other fixtures and fittings to carry out the Work. Eco will advise you if we need you to do this. You can call a specialist contractor to do this work or Eco will do this for you but recognising we will refit items to the best of our capability. You may need to engage a specialist contractor to put the carpets/floorcovering or other fixtures and fittings back after Eco completes the Work. In the event Eco has to do extra work because we find we cannot use existing services (pipework or wiring) then this can cause damage to fixtures and fittings e.g. inside and outside finishings - wall coverings and paint. You may need to redecorate, repair or restore certain areas after Eco has completed the Work. This is not included in the price quoted and you will be responsible for this.

**8. Existing Services**

If Eco have connected new equipment to your existing system, Eco cannot accept responsibility for the cost of repairing or replacing parts of your existing system that later develop faults.

Eco will test your water supply pressure before starting the Work. As water supply rates can change, Eco cannot be responsible for faults where the water supply becomes inadequate or keeps changing.

## 9. Warranty

Eco's warranty shall be for labour only in respect of faulty workmanship within 12 months following completion of the Work, Eco shall remedy such faulty workmanship at no cost to You. Where the defect is in equipment provided by a manufacturer then Eco will liaise with the manufacturer and arrange attendance on your behalf.

Eco shall not be liable for any defects where the Work has been:

- (i) Subject to misuse or negligence
- (ii) Repaired, modified or tampered with by anyone other than Eco
- (iii) Where the Work relates to installations which are over 10 years old
- (iv) In respect of blockages in waste and/or drainage systems
- (v) Where the Work is specifically advised to You as being excluded from this warranty
- (vi) Where the Work has not been paid for in full

In the event of a problem with the Work, please refer to complaints procedure below.

## 10. Force Majeure (Events beyond our control)

Eco cannot be responsible if we cannot meet our responsibilities because of events or circumstances which are beyond our control including, for example, poor weather conditions, industrial disputes, strikes, unavailability of parts/equipment or if we find that species (eg bats, birds, butterflies etc or plants that could be subject to special protection are found to be present in your property

## 11. Payment

Unless your quotation contains other payment terms, the following are our standard payment terms:

### Works completed in a continuous mode:

Where Eco are able to carry out the work from start to finish without interruption (i.e. have to leave the site for longer than 1 day) then Payment is due completion of the Work, Eco will issue an invoice for the amounts due either under a Fixed Price or Time & Materials basis.

### Works where ECO are unable to have continuity of attendance

Where Eco are unable to complete the works due to interruptions in continuity, then Eco shall be entitled to issue interim invoices for the work performed. The interim invoices will show the amounts due either under a Fixed Price or Time & Materials basis. At the completion of the Works, Eco will issue a Final Invoice which will show the amounts paid under any interim Invoices and the amount due at completion.

You should pay the amounts specified in the invoice within 7 days from receipt by either:

#### (i) Internet/telephone banking to our account:

Bank	Barclays Bank plc
Sort code	20 74 05
Account No	03531953

Please ensure you include your Invoice no.

#### (ii) Card & Other payments:

Please ring our office with your card details

All goods and equipment supplied by Eco shall remain the property of Eco until you have paid the quoted price in full. Risk in the goods and equipment remains with you. Eco reserves the right to claim interest on any unpaid sums at the rate specified in the Late Payments of Commercial Debts (Interest) Act 1998.

## 12. Complaints

In the event you are not satisfied with the Work, you should contact the Operations Manager for assistance. If the matter is not resolved we will refer the matter to the Eco Managing Director for consideration and resolution.

## 13. Legal

Your quotation together with these terms and conditions, sets out the entire agreement between you and Eco. Nobody else will be able to benefit from this agreement. This agreement is governed by the laws of England and Wales.