

## **1. General Conditions.**

1. The Contract will be between CLOVERLEAF trading as CPHR Limited, whose registered office is: **Unit 7 Little Acre Farm, Bunkers Hill, Sidcup, England DA14 5EX** (herein after referred to as 'Cloverleaf') and the Customer (herein after referred to as 'the Customer'), whose name and address is detailed on the accepted quotation for services to be provided by Cloverleaf.
2. Acceptance by the Customer of Cloverleaf's quotation[s] includes acceptance of these Standard Terms and Conditions.
3. Any variation or addition to these Standard Terms and Conditions resulting from the work to be carried out or the materials to be supplied will be detailed separately and notified to the Customer for acceptance on the Quotation. Such additions or variations will apply in conjunction with these Standard Terms and Conditions, except where specifically indicated and agreed otherwise.
4. All parties acting jointly as the Customer i.e. commercial enterprises and domestic parties etc., shall be jointly liable for the terms of the contract.
5. Quotations provided to the Customer will be based on information received from the Customer and whenever possible, as surveyed. Quotations will be subject to alteration, variation or refusal, if the work content and specification changes and/or the information provided is incorrect.
6. Items or materials subject to special order or delayed delivery lead times that could result in wholesale price changes will be detailed as such on the quotation, for acceptance by the customer. Subject to verification provided by Cloverleaf, the customer shall be liable for payment of the difference in price.
7. Quotations shall remain open for acceptance by the Customer for a period of 90 days unless otherwise indicated.

## **2. Cloverleaf Obligations.**

1. Cloverleaf agrees to carry out the work as detailed on the Quotation and duly signed as accepted by the Customer, in a timely, professional and competent manner and to meet with all regulatory certification and safety standards at all times.
2. Cloverleaf agrees to maintain at all times the required professional accreditation and registration with the UK national Gas Safe Register and where requested, to provide evidence of such accreditation. Certificates of compliance with the Gas Safe regulations shall be issued at the completion of all works, where required and appropriate.
3. Cloverleaf assures that all operatives involved with the work shall be appropriately qualified for the work they undertake and further, that all apprentices and non-skilled operatives shall be properly instructed and supervised at all times.

4. Cloverleaf agrees to comply with all Health and Safety requirements and directives as issued by the Health and Safety Executive (HSE) in respect of all parties (Customers, Workers and other persons), as related to and relevant to the work.
5. Cloverleaf obligates that all materials supplied under the contract shall be of the type and standard specified within the quotation to the Customer and in all cases shall comply with the current British, European or International Standard as appropriate.
6. Where Cloverleaf agrees to install a product(s) supplied by the Customer, the guarantee provided by Cloverleaf shall be limited to the installation and any ancillary supplied items only.
7. Cloverleaf obligates that all agreed starting dates for work shall be met - excepting where a delay is caused outside of the of the control of either party.
8. Where design/installation drawings or equipment manuals are produced or supplied by Cloverleaf one copy of each document shall be provided to the Customer without charge, in either paper or electronic format as available and as required by the Customer. Where additional copies are requested by the Customer these may be subject to charge at the discretion of Cloverleaf. All design and installation documents and manuals shall remain the property of Cloverleaf until full payment has been received.
9. Cloverleaf warrants that all equipment, tools, machinery and sundry items used in fulfilling the Contract shall be of the appropriate type, and safety standard at all times.

### **3. Customer Obligations:**

1. The Customer shall ensure that access to the premises is available to Cloverleaf engineers and operatives at all working times, generally 8am to 5pm Monday to Friday, unless otherwise agreed and specified or subject to afterhours attendance.
2. The Customer warrants that the area of the works is cleared of furniture and any other impediments and further that all personal and valuable items are removed from the vicinity of the work, prior to the work commencement.
3. The Customer is obligated to ensure that the premises/area of work is appropriately protected from unauthorised access during hours of non-work by Cloverleaf personnel.
4. Risk for loss and/or damage of all materials and equipment delivered to the Customer's site shall pass to the Customer upon acceptance of the delivery.
5. The Customer shall be responsible for the provision of services and facilities (water, electrics and toilets etc.), for use by Cloverleaf technicians and operatives, unless prior specific alternative arrangements are agreed.
6. Where the Customer employs other trades or companies involved in the same project as Cloverleaf, it shall be the Customer's responsibly to organise the other parties and to avoid any impedance of the contract. Any delay in fulfilling the contract causing costs to be incurred by Cloverleaf, as a result of other trades or Customer requirements, shall be itemised by Cloverleaf and it shall be the responsibility of the Customer to defray such costs.
7. Gas, Water and/or Electrical supply company permits, fees or charges, or those levied by any other statutory authority, company or organisation, shall be the responsibility of the Customer unless otherwise specified and agreed accordingly.

8. Where an installation requires an increase in water pressure to allow effective operation, for example, but not limited to, the installation of a combination boiler or other pressurised system, Cloverleaf will test the system following installation, and use its best endeavours to identify any visible pipework and/or plumbing and associated fittings that may be prone to failure as a result of the required increase in pressure. Any such discovery will be detailed and priced separately as a variation to the original cost.
9. The Customer shall be liable for any costs arising out of, or related to, any existing old, non standard or poor quality workmanship, in respect of, or connected/associated with the agreed work to be carried out by Cloverleaf. Such cost liability shall be in respect of, but not limited to, waste systems, flooding (including as a result of 3.8 above), mechanical items, tiled surfaces, wood and paintwork and fixture installations.
10. Following completion of any work by Cloverleaf, the customer is obligated to report any faults or defects to Cloverleaf immediately upon discovery. In such an instance the Customer accepts their obligation to allow the relevant Cloverleaf technician access to inspect the installation in order to identify the cause and/or rectify the fault, as appropriate.
11. Cloverleaf reserves the right to refuse to undertake any work that is deemed likely to be ineffective or unsafe.
12. The Customer agrees that where Cloverleaf undertakes work that involves the fitting or installation of any Customer supplied product(s), that Cloverleaf's guarantee will be limited to the installation only of any such item(s). The Customer will be liable for all costs related to the failure of any self supplied product. Such costs may be, but are not limited to, the initial response, any consequential damage, rectification and the provision of replacement items.
13. The customer agrees that where an appointment is made for an engineer to attend their property, either for specified works or unidentified small works, that it shall be the customer's responsibility to honour the appointment. In the event that the engineer is unable to gain access, the Cloverleaf small works call charge as detailed under conditions 6.1 and 6.2, will apply.
14. Unless otherwise agreed and documented the Customer shall be responsible for any incidental redecoration or other works resulting from Cloverleaf carrying out the requested work.

#### **4. Variations and Changes to Quoted Work.**

1. Requested variations or additions to accepted Quotations and works shall be confirmed in writing, indicating the basis of the agreed additional cost, and will be subject to confirmation of agreement by the Customer. Or, if appropriate, subject to a separate quotation for signed acceptance of the work content and price by the Customer.

## **5. Timescale for Works.**

1. Where a specific timescale and date for the completion of the works is agreed by both parties this will be noted on the quotation. Cloverleaf shall not be responsible for any loss or damage arising out of delay in the completion of the contract due to any cause beyond its control.

## **6. Payment - Urgent and Small Works.**

1. For small works requested on an urgent or unidentified basis the Customer agrees to pay the minimum hourly rate/small works charge as detailed on the Cloverleaf website, and as confirmed at the time of the call, in accordance with the following:
  - a) At the time of the initial call request, the customer will be advised of the minimum charge relevant to the location postcode area.
  - b) Following acceptance and agreement of the charge a technician will be dispatched.
  - c) On arrival at the property the minimum fee is chargeable for the first hour or part thereof, during which the engineer will make safe as necessary, endeavour to diagnose the cause of the fault and effect the necessary repair, if practicable .
  - d) In the event that the engineer is unable to rectify the fault within the initial hour, due to parts required or the extent of works, the engineer will advise the Customer of the situation and probable timescale and cost of the works, including the collection of any parts required.
  - e) The Customer will then have the option of accepting a continuation of the work on an hourly charge basis plus any parts required. Or,
  - f) To request a quotation for the necessary works to be carried out at an agreed future date and/or time.
  - g) In either case; continuation of the works on an hourly basis or request for a quotation, the agreed initial attendance fee will be payable by the Customer.
2. Details of the prevailing Cloverleaf Urgent and Small works can be found at: <https://www.cloverleafmaintenance.co.uk/prices/>

## **7. Payment - Quoted Works.**

1. For quoted price works, the Customer agrees to pay the quoted price including such taxes as levied by the Government at the rate applicable at the time, in accordance with the following terms:
  - a) For orders between £500 and £10,000 a deposit of 25% of the final amount (inclusive of VAT) is required before the commencement of work.
  - b) For orders over £10,000 a deposit of 33% of the final amount (inclusive of VAT) is required before the commencement of work, with a further payment of equal amount at either 'first fix' of the equipment or mid-point in the anticipated timescale, as defined in the accepted quotation.
  - c) In all instances, final payment is required on completion and handover of the works.

- d) For all orders in excess of £500 a signed acceptance of Cloverleaf terms and conditions is required.
2. Any agreed variations to the standard payment terms (including deposits for specific, materials or additional stage payments etc.) will be as stipulated and specified accordingly on the quotation for agreement by the Customer, prior to the work commencing.
  3. Payment of Cloverleaf's tax invoice must be made using any of the following means: BACS, Credit Card, Debit Card or Cash. Cheques will only be accepted by prior agreement and may be subject to verification services at the Contractor's discretion. Card Payments can be made by phone or by card reader on site.
  4. Where payment is made by bank transfer, it will be paid to the following account:
    - Account Name CPHR Limited.
    - Account Number 31887505
    - Account Sort Code: 40 - 19 - 04
  5. Overdue invoices will, at the discretion of Cloverleaf be charged at the prevailing UK Government recommended rate of interest for overdue accounts.
  6. Cloverleaf shall retain full title to any goods, materials and equipment supplied until payment of the full invoiced amount is received.
  7. In the event of default by the Customer, in respect of any sums due, Cloverleaf reserves to right to pursue the outstanding debt via the County Court or, at Cloverleaf's discretion to pass the debt to an approved debt collection service. The customer will be solely liable and responsible for defraying all costs associated with either of the foregoing methods of recovery.

## **8. Guarantees and Indemnities.**

1. Cloverleaf guarantees that it will maintain Employee and Public Liability Insurance at all times and provide evidence of such Insurance upon request.
2. Cloverleaf guarantees all work materials and equipment (subject to the exceptions detailed in conditions 2.6, 3.8, 3.12 and item 3 below), for 1 (one) year from the date of installation. In the event that a manufacturer or supplier of any equipment provides a guarantee for a period of more than one year, this will be notified to the Customer. Any such supplier or manufacturer extension of equipment guarantee shall not apply to the works carried out by Cloverleaf. It shall be the Customer's responsibility to enforce the additional guarantee exceeding the statutory first year.
3. In the event that Cloverleaf agrees to carry out work on any installations or equipment that has exceeded its expected working life (as a temporary of 'holding' measure for the provision of services etc.), the guarantee may be limited to specific functions or parts installed. In such cases the guarantee will be explained and detailed for prior acceptance by the Customer accordingly.

4. Cloverleaf shall not be liable under the terms of any guarantee if the failure or defect of the materials or equipment is found to be as a result of misuse or mistreatment.
5. Cloverleaf warrants that all information provided by the Customer and held by the Company shall be treated in accordance with the 2018 UK General Data Protection Regulations (GDPR).

**9. Termination.**

1. Following acceptance of the Cloverleaf quotation for the work to be carried out, if for any reason the Customer should wish to cancel the contract, the Customer will be liable for all reasonable related costs and losses of Cloverleaf up to the date of termination.

Such costs will be itemised for the Customer and deducted from the deposit amount paid, if a lesser amount or equal amount. Additional costs incurred exceeding the deposit amount, will be invoiced for immediate payment. The costs will include, but not be limited to; labour (including design and administration etc), permit charges, materials and equipment purchased, goods ordered but not received, freight and restocking charges which may be applied by suppliers and labour booked that cannot be re-assigned. All such termination costs shall include Cloverleaf's usual profit element up to the date of termination and if applicable to the proposed period of the contract.

**10. Communication.**

1. All notifications and communication between Cloverleaf and the Customer shall be made to the usual registered address or usual electronic address of either party.
2. Notifications and communications can be provided by post (including registered mail), courier or by e-mail. Where receipt of a notification is required it should be requested by the sender. All notifications and communications by either party should be retained.

**11. Jurisdiction.**

1. Any contract between the Customer and the Contractor shall be covered under the Law of England and Wales.

Quotation N° ..... Quotation Date.....

Client Name .....

Job Address .....

Signed by Client..... Date .....