

# TERMS AND CONDITIONS

1. For the purpose of these terms and conditions, the following words shall have the following meanings:
  - 1.1 "Us/we" shall mean A B Crystal Limited, who's registered and trading address is 66 Chantry Road, ALFORD, Lincolnshire, LN13 9HW.
  - 1.2 "You/your" shall mean you: the customer (the person or organisation for whom we agree to carry out works and/or supply or materials)
  - 1.3 "Our representative" shall be the person we send to you to do work.
2. Jobs on an hourly rate. The total charge to you will be the time spent by our representative doing the work. It will include all reasonable time spent in obtaining materials. Parts and materials supplied by us will be charged at the trade price plus 25% handling charge.
3. Collecting material for a job: We try to minimise collection of materials by carrying everyday stock items. If we do need to collect materials we will always try to keep the time to a minimum. If the time is likely to be more than 45 minutes you will be informed before our representative leaves the job. Only one person will collect parts at a time.
4. Fixed Price work. Quotes will include labour and materials. The price will be fixed but manifest errors shall be exempted. Quotes may need to be revised if you change the scope of the work, if there is an increase in the price of materials, or if further works turn out to be needed to do the work.  
If it is impossible for us to do the work for the previously quoted fixed price, we will give you a free quote for the work so that you can choose to use us or not. If you decline the quote there will be no charges payable by you.
5. Invoices are payable immediately at the end of each job. Invoices unpaid (in total or in part) will carry interest at 4% over the company's banker's base rate while any payment remains outstanding.
6. Time Keeping. We will make every effort to attend each job at the time and date agreed with you according to our standard terms and condition of sale. However, we cannot accept any liability for either arriving late or not at all and for the late delivery or failure to supply materials.
7. You personally will be deemed to be our customer unless it is made clear to us who the customer is and we have confirmation that you have the right to instruct us on their behalf.
8. If you instruct us to do works or buy materials and then cancel, we reserve the right to charge you for the cost of any time and materials incurred by us. Charges will be those of our normal terms and conditions
9. Guarantee. We have a twelve-month guarantee period of our labour and the duration of the manufacturer's guarantee for all parts or equipment supplied by us. If you are not satisfied with our work, you must contact us, in writing, within 12 months of finishing the work and let us come and inspect the work and carry out the necessary remedial work at our expense.  
You agree that if you do not contact us within 12 months we shall have no liability. You agree to let our insurers inspect any works carried out by us.
10. Things we cannot cover. We are unable to guarantee our work, parts and equipment supplied to you: if they are misused, treated negligently or if our work is repaired, modified, or tampered with by anyone other than us. Where we carry out works for you using your materials we can take no responsibility for the quality, fitness for purpose or otherwise of these materials so we cannot accept responsibility for them.
11. We cannot guarantee work where you order us to carry out work against the advice of our representative. This advice will be given to you either orally, or in writing. Our guarantee is also void if we indicate that further works need to be carried out.
12. We cannot guarantee (because of its nature) any work to unblock waste or drainage pipes. Nor can we guarantee further damage or defects caused by work that is not fully guaranteed or where recommended further work has not been carried out.
13. We cannot guarantee work on existing installations that are either inferior or over 10 years old nor can we guarantee the effectiveness or otherwise of our work in these cases.
14. We will only be liable for rectifying our own work and shall not be held responsible for any ensuing damage or claims resulting from this or other work overlooked or subsequently requested and undertaken at that time.
15. We shall not be held liable for any delay or consequences of any delay in performing our obligations if such a delay is due to any cause beyond our reasonable control and we shall be entitled to reasonable time extensions.
16. We shall be entitled to recover the costs or damages from any person or contractor whose negligence or faulty workmanship makes us liable to pay for those damages or rectification of work.
17. Gas. You will be solely liable for any hazardous situation in respect to the CORGI gas regulations or any Gas Warning Notice issued. Our representatives operate under their own CORGI registration and are therefore solely liable for any gas work and its subsequent liability.
18. We reserve the right to refuse or decline to undertake any work.
19. We reserve the right, at our absolute discretion, to choose who will represent us.
20. Title To Goods. Goods supplied and delivered by us to you, or your premises shall remain our property until paid for by you in full. Whilst goods remain our property (we continue to have title over them) we have the absolute authority to retake, sell or otherwise dispose of all or any part of these goods.  
At any time and without notice we shall also be entitled to enter any premises in which our goods, or any part of them, are installed, stored or kept or it is reasonably believed to be so. We shall be entitled to seek a court injunction to prevent you from selling, transferring or otherwise disposing of such goods. However, the risk in the goods will pass to you on delivery to you. You must insure them at replacement value and if asked you must produce evidence that they are properly insured.
21. Title to any materials removed by us as part of the work we are doing for you transfers to us. This may include Boilers, pipe work and fittings. Any materials not removed by us, will be your responsibility to make arrangements for disposal.
22. These terms and conditions may not be released, discharged, supplemented, interpreted, varied or modified in any manner except by an instrument in writing signed by our duly authorised representative and you. Our terms and conditions shall prevail over any terms and conditions used by you or contained, set out or referred to in any documentation sent to us by you. By entering into a contract with us you agree irrevocably to waive the application of any of these terms and conditions.
23. These terms and conditions and all contracts awarded between us and you shall be governed and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the English Law