

CONDITIONS OF CONTRACT

1. Working Hours

The Customer shall give access within AURA GAS SERVICES usual working hours. In the event of this not being given and overtime being worked at the Customer's request, the extra cost will be chargeable in addition to the quoted price.

2. Programme of Work

Every effort will be made to meet the requirements of the Customer but no guarantee can be given of the date of commencement or completion of the work. AURA GAS SERVICES accepts no responsibility for any delay in the execution of the work, or damage or inconvenience caused, due to labour disputes, fire, accident, non-delivery or shortage of materials or other causes beyond AURA GAS SERVICES Limited control.

3. Making Good etc.

Whilst every care will be taken by AURA GAS SERVICES it accepts no responsibility for any damage to plaster work, decorations, flooring etc. necessarily consequent upon the execution of the work unless specifically provided (or in this quotation cuts or holes made to allow for equipment) will be made good but not permanently finished or decorated. Floor boards will be replaced but special flooring will not be permanently refixed.

4. Water Heating

Quotations for water heating installations are based on the assumption that the existing plumbing system is in a satisfactory condition. No responsibility is accepted for defects arising in water tanks, pipes, etc. during or subsequent to installation work by AURA GAS SERVICES.

5. Wayleaves

The Customer shall be responsible for obtaining and retaining any necessary consents easements, or wayleaves and for any reinstatement of disturbed ground. In the case of extensions to underground distributing lines which are within the Customer's own property or on privately owned property over which the Customer has rights of access or a tenancy.

6. Licences

Any licence, permit or other authority necessary for the execution of the work, shall be obtained by the Customer.

7. Guarantee

Subject as mentioned below AURA GAS SERVICES guarantees all equipment installation and apparatus supplied and fixed or supplied only under this quotation for a period of 3 months from the date of completion of the work and undertakes to repair or replace the same at its option in the event of them becoming defective and/or to remedy any defects which are found to be due to faulty workmanship within that period, free of cost. Unless otherwise specified in this quotation, AURA GAS SERVICES guarantee does not cover drains, nor defects due to fair wear and tear.

The replacement of lamps or fuses, or any causes beyond the control of AURA GAS SERVICES. If any repairs, alterations or additions to the equipment, installation, and/or apparatus are carried out by any person who has not been specifically authorised by AURA GAS SERVICES guarantee shall be null and void.

8. Fluctuations

Invoices are strictly nett and the quoted price will be adjusted to meet any price variations in labour or materials occurring after the date of quotation,

9. Terms of Payment

Payment shall become due on demand unless otherwise agreed. Failure to pay will incur an interest charge of 2% per month. Progress payments (if applied for) are not less than fortnightly intervals, for the total value of the work done and, or material delivered to site or to AURA GAS SERVICES, shall be made within fourteen days of the application.

In the event of a progress payment not being made in full within the time above mentioned. AURA GAS SERVICES shall have the right to stop all work forthwith and shall, at its option, be entitled to treat the Contract as having been repudiated by the Customer and to charge the Customer for work done and materials supplied on a quantum meruit basis, without prejudice to Help-AURA GAS SERVICES right to claim damages for breach of Contract for any loss incurred in respect of plant and materials purchased or prepared for the work, but should AURA GAS SERVICES elect to resume work upon such payment being made, the expense incurred by such stoppage and the subsequent resumption of work shall be chargeable to the Customer in addition to the quoted price. The non-completion of the building as a whole or of the work of any other trade shall not affect or delay any payment due, AURA GAS SERVICES retain a lien upon an materials, plant and machinery, even though installed or delivered on site, for the whole of any unpaid balance due to AURA GAS SERVICES hereunder.

10. Extra Cost

In the event of suspension or cancellation of work at the request of the Customer, or Jack of instructions or delay on site, caused by matters beyond the control of AURA GAS SERVICES any extra expenses thereby incurred shall be chargeable to the Customer. If overtime is worked or alterations are made at the request of the Customer, the extra cost incurred including a reasonable add-on for administration expenses and overhead charges will be met by the Customer.

11. Provisional Sums, Variations and Additions to Contract

Where the quotation includes a Provisional Sum (or meeting the cost of provisional or specialists' work to be done or materials or apparatus to be supplied, such sums shall be expended or used either wholly or in part, at the discretion of the Customer and entirely as he may desire or direct Changes for work carried out by AURA GAS SERVICES included in Provisional Sums and charges for Additions and Variations to the Contract shall, in the absence of supplementary estimates, be invoiced at standard day work rates for Contract Additions in accordance with the quotation or as otherwise agreed beforehand.

12. Position of Fittings, etc.

Positions of lighting points, switches, plant, etc., if not provided for in the quotation or an associated drawing are to be determined before work is commenced and any change required therein shall be notified by the Customer to AURA GAS SERVICES, in writing, in sufficient time not to impede the progress of the work. Any extra work necessary to meet such changes will be chargeable to the Customer in addition to the quoted price.

13. Tests

The installation work will be tested during progress and, upon completion, for insulation resistance, earthing and continuity. Such tests to comply with the current edition of the I.E.E. Regulations for the Electrical Equipment of Buildings. Any other tests required by the Customer will be charged for as an extra to the quoted price unless such tests are definitely specified and induced in the quotation.

14. Consequential Loss or Damage

AURA GAS SERVICES shall not be responsible for any consequential damage or loss arising out of the performance of the Contract, otherwise than by the negligence of AURA GAS SERVICES or its employees or agents.

15. Damage In Transit

Where the price quoted includes delivery, AURA GAS SERVICES will repair or replace, free of charge, goods damaged in transit, provided the carriers and AURA GAS SERVICES receive notification of such damage within three days of delivery and that such notification is confirmed in writing within seven days, but not otherwise.

16. Scope of Conditions of Contract

These conditions of Contract will apply in full to all quotations and work carried out Land or apparatus or equipment supplied by AURA GAS SERVICES under such quotations except where specifically agreed in writing to the contrary.

17. Taxation

The price quoted is subject to any subsequent variation in taxation.