

STANDARD SERVICE TERMS AND CONDITIONS

These Terms and Conditions are the standard terms for the provision of goods and services by Dependon Limited registered in England under number 08489531 whose registered address and main trading address is Premiere House, Edison Road, Basingstoke, Hampshire, RG21 6YH.

This Agreement is effective, and You agree to be bound by its terms when You either first receive delivery of the Goods, Services or make any payments.

1.0 Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Business Day"	means any day other than a Saturday, Sunday or bank holiday;
"Calendar Day"	means any day of the year;
"Contract"	means the contract for the provision of Goods and Services, as explained in Clause 3;
"Deposit"	means an advance payment made to Us;
"Goods"	means the Goods which are to be provided by Us to You as specified in Your Order (and confirmed in Our Order Confirmation);
"Month"	means a calendar month;
"Price"	means the price payable for the Goods and Services;
"Services"	means the Services which are to be provided by Us to You as specified in Your Order (and confirmed in Our Order Confirmation);
"Special Price"	means a special offer price payable for Services which We may offer from time to time;
"Order"	means Your order for the Services [as attached] OR [as shown overleaf];
"Order Confirmation"	means Our acceptance and confirmation of Your Order as described in Clause 3;
"Customer/You/Your"	means You, the Customer, identified in the corresponding Quote/Order (as defined below) referencing this Agreement
"We/Us/Our"	means Dependon Limited registered in England under number 08489531 whose registered address and main trading address is Premiere House, Edison Road, Basingstoke, Hampshire, RG21 6YH.

1.2 Each reference in these Terms and Conditions to "writing" and any similar expression includes electronic communications whether sent by e-mail, fax or other means.

2.0 Information About Us

2.1 Dependon Limited registered in England under number 08489531 whose registered address and main trading address is Premiere House, Edison Road, Basingstoke, Hampshire, RG21 6YH.

2.2 Our VAT number is 160 1521 56

2.3 We are regulated by Gas Safe.

2.4 We are a member of Gas Safe, Which? Trusted trader, British Institute of Kitchen, Bedroom & Bathroom Installation (BIKBBI)

3.0 The Contract

3.1 These Terms and Conditions govern the sale and provision of Services by Us and will form the basis of the Contract between Us and You. Before submitting an Order, please ensure that You have read these Terms and Conditions carefully. If You are unsure about any part of these Terms and Conditions, please ask Us for clarification.

3.2 Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at Our discretion, accept.

3.3 We recommend You examine the Goods to check that they are as ordered and undamaged within 7 days from the day after delivery. Please open each box and check that everything is as ordered and appears in good condition. We will replace Goods free of charge that have been incorrectly supplied or damaged in transit during their delivery. Please notify Us within 7 days from the day after the day on which the Goods were received and We will arrange for a replacement item to be delivered and the damaged item to be collected. All damaged Goods, wherever possible, should be returned in their original packaging.

3.4 Except for damaged or faulty Goods, Goods may only be returned if they are returned to Us within 7 days of delivery in an unopened original packaging state and all returns will be subject to a 20% restocking charge. This does not effect Your right to cancel under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulation 2013

3.5 You acknowledge and accept that any bespoke orders, including, but not limited, to kitchen furniture, bathroom furniture, shower glass and worktops, placed pursuant to this Agreement are non-refundable and non-returnable

3.6 We shall ensure that the following information is given or made available to You prior to the formation of the Contract between Us and You, save for where such information is already apparent from the context of the transaction:

- 3.6.1 The main characteristics of the work;
- 3.6.2 Our identity (set out above in Clause 2) and contact details (as set out below in Clause 11);
- 3.6.3 The total Price for the work including taxes or, if the nature of the work is such that the Price cannot be calculated in advance, the manner in which it will be calculated;
- 3.6.4 The arrangements for payment, performance and the time by which (or within which) We undertake to perform the work
- 3.6.5 Our complaints handling policy;
- 3.6.6 Where applicable, details of after-sales services and relevant guarantees;

4.0 Quotes

4.1 Work requested by You will be subject to these Terms and Conditions.

4.2 You may change Your quote at any time before We begin providing the work by contacting Us. Requests to change quotes need to be made in writing or by email.

4.3 If Your quote is changed, We will inform You of any change to the Price in writing or email.

4.4 Under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulation 2013, You have a right to cancel, **in certain instances** as defined in the above Regulation, this contract during a period of 14 calendar days from the day notice is sent or given to You. During that period if You

choose to cancel the contract any money paid by You will be refunded, subject to You returning to Us any Goods already delivered in an unopened original packaging state; however, if You have already given written approval for the work to begin before the end of the cancellation period You may be required to pay for goods or services already provided.

4.5 If You wish to cancel the contract You must do so in writing to the contact details (as set out below in Clause 11);

4.6 We may cancel Your Order at any time before We begin providing the Service due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, We will inform You as soon as is reasonably possible. If You have made any payments to Us under Clause 5 (including, but not limited to the Deposit), the payment(s) will be refunded as soon as is reasonably possible, and in any event within 14 Calendar Days of Us informing You of the cancellation. Cancellations will be confirmed in writing.

5.0 Price and Payment

5.1 The Price of the Services will be that shown in Our quotation in place at the time of Your Order. If the Price shown in Your Order differs from Our current Price We will inform You upon receipt of Your Order.

5.2 If We quote a Special Price which is different from the Price shown in Our current quotation, the Special Price will be valid for 28 days or, if the Special Price is part of an advertised special offer, for the period shown in the advertisement.

5.3 Our Prices may change at any time. These changes may affect Orders that We have already accepted. Any significant changes to the price You may cancel Your order without penalty

5.4 All Prices are subject to VAT. If the rate of VAT changes between the date of Your Order and the date of Your payment, We will adjust the rate of VAT that You must pay. Changes in VAT will not affect any Prices where We have already received payment in full from You.

5.5 Dependon Limited labour charges are hourly units as agreed before commencement of works. Any part of a unit used is charged at the full time rate i.e. if 20 minutes has been worked by Our engineer a charge of 1 hour will be made and met by the Customer.

5.6 Any parts or controls fitted/replaced by Dependon Limited have the same guarantee and warranty as provided by the manufacturer(s) and a 12 month guarantee on labour.

5.7 The terms of payment will be agreed in writing and We shall be entitled to invoice You for the Price of the Goods or Services

5.8 You shall pay the Price of the Goods or Services on the dates set out in the Order Confirmation. Receipts for payment will be issued only upon request

5.9 If You fail to make any payment on the due date then without prejudice to any other right or remedy available to Us, We shall be entitled to suspend any further deliveries or Services to You.

5.10 In certain circumstances, if Your Order is cancelled, Your Deposit will be refunded in full or in part. The amount due will be calculated based upon the Price for the Services, and the amount of work (if any) already undertaken by Us. Please refer to sub-Clauses 4.4 and 4.6 if Your Order is cancelled before the Services begin, or to Clause 10 if the Services are cancelled after they have begun.

5.11 The balance of the Price will be payable immediately upon satisfactory completion of the work. We accept the following methods of payment:

- 5.11.1 Credit / Debit card
- 5.11.2 Building society cheque
- 5.11.3 Bank transfer
- 5.11.4 Cash

5.12 Credit and/or debit cards will not be charged any additional fee

5.13 If You do not make payment to Us by the due date as shown in/on the invoice We may charge You interest on the overdue sum at the rate of 3 percentage points above the base rate of Bank of England per annum and an admin charge of £15.00 per reminder letter issued

5.14 The provisions of sub-Clause 5.17 will not apply if You have promptly contacted Us to dispute an invoice in good faith. No interest will accrue while such a dispute is ongoing.

5.15 All goods supplied and installed remain the property of Dependon Limited until paid in full.

5.16 We shall not be required to deliver any guarantees or any similar documents until payment has been made in full. We will notify relevant Regulating Authority, like Gas Safe in the event of a payment default. This does not affect Your rights to seek remedy/using their right under the consumers rights act.

5.17 If the company invoice is unsigned Dependon Limited still has the right to collect payment of works undertaken.

6.0 Providing the work

6.1 As required by law, We will work with reasonable skill and care, consistent with best practices and standards in the Gas, Kitchen, Bathroom and Bedroom Industry.

6.2 We will begin start the work on the date confirmed in Our quote unless this is changed by mutual consent.

6.3 We will make every reasonable effort to complete the work on time (and in accordance with Your quote). We cannot, however, be held responsible for any delays if an event outside of Our control occurs. Please see Clause 9 for events outside of Our control.

6.4 The Customer needs to provide any relevant information that will affect the carrying out of the work, not limited to but including work such as: access to the property, suspension of any utilities to the property, listed building status, consent from the freeholder. Any licence, permit or other authority necessary for the execution for the work shall be obtained by the Customer. The Customer shall also be responsible for obtaining and retaining any necessary consents, easements wayleaves and for any reinstatement works.

6.5 If the information given is incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result. If additional work is required from Us to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information or action on Your part, We may charge You a reasonable additional sum for that work.

6.6 Positions of apparatus, switches, plants, etc., if not provided 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 Dependon Limited in sufficient time so as not to impede the progress of work. Any extra work to meet such changes will be chargeable to the Customer in addition to the quoted price.

6.7 Any defective parts removed by Our engineers/installers during the period of the works will automatically be disposed of by Dependon Limited unless specifically requested by the Customer in writing to the company before work commences.

6.8 Travelling time to the Customers property will not be charged to the Customer (no call out charge) but if the engineer/installer carries out any form of diagnosis or repair, the Customer will pay in full at the applicable hourly rate charge.

- 6.9 Travelling time in connection with the collection of materials to carry out the necessary works on behalf of the Customer will be chargeable and met in full by the Customer at the applicable hourly rate charge.
- 6.10 Unless otherwise stated in the Quote We shall not include any decorating services. In the event, plastering is carried out by Us, the walls will be left ready for Your final preparation in order to decorate. For purposes of clarification, You may be required to fill in and/or rub down the walls and/or ceiling.
- 6.11 Unless otherwise agreed in writing, We shall not be responsible for the removal of any wallpaper, decorating or refitting of carpets or any other form of flooring
- 6.12 Quotations for water heating installations and descaling/ desludging of central heating systems are based on the assumption that the existing plumbing system is in satisfactory condition. No responsibility is accepted for defects arising in water tanks, pipes, etc., during the subsequent installation work by Dependon Limited.
- 6.13 Any plumbing connections joined or made onto existing lead pipe work are not guaranteed in any form until it is such that the lead pipe work is completely replaced with copper or plastic pipe work by Dependon Limited. Where it has been necessary to turn off a stopcock in order to carry out any plumbing repair works Dependon Limited will not guarantee the existing stopcock if for any reason it should appear to be leaking or defective in any form.
- 6.14 We will not provide any guarantee or warranty regarding any existing goods of Yours, the Customer, that We are required to remove or re-fit (including, but not limited to shower pumps, taps, vanity units and shower doors). If any items are damaged upon removal, We shall not be held responsible or liable.
- 6.15 These conditions of contract will apply in full to all quotations and work carried out (and) or apparatus or equipment by Dependon Limited under such quotations except where specifically agreed in writing to the contrary.
- 6.16 Dependon Limited accepts no responsibility for any damage caused by the escape of any chemical used to clean or unblock pipe work.
- 7.0 Problems with the work and Your Legal Rights**
- 7.1 We always use reasonable efforts to ensure that work is trouble-free. If, however, there are any problems We request that You inform Us as soon as is reasonably possible.
- 7.2 We will use reasonable efforts to remedy problems with the work as quickly as is reasonably possible and practical. In emergency situations, such as those where vulnerable people living in Your property may be affected, We will use reasonable efforts to remedy problems within 24 hours.
- 7.3 We will not charge You for remedying problems under this Clause 7 where the problems have been caused by Us, any of Our agents or employees or sub-contractors. If We determine that a problem has been caused by incorrect or incomplete information or action provided or taken by You, We may charge You for remedial work.
- As a consumer, You have certain legal rights with respect to the purchase of services. For full details of Your legal rights and guidance on exercising them, it is recommended that You contact Your local Citizens Advice Bureau or Trading Standards Office.
- 8.0 Our Liability**
- 8.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence (including that of Our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by You and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 8.2 We provide work for domestic and private use (or purposes). We make no warranty or representation that the Services are fit for commercial, business or industrial purposes of any kind. By making Your Order, You agree that You will not use the appliance for such purposes
- 8.3 If We are carrying out work in Your property and We cause any damage, We will make good that damage within reason. We are not responsible for any pre-existing faults or damage in or to Your property that We may discover while during the course of Our work
- 8.4 Dependon Limited does not cover drains or associated waste pipes. Drains will only block up again if there is a fault within the drainage system or if they are subject to misuse.
- 8.5 If any repairs, alterations or additions to the equipment, installation and/or apparatus Dependon Limited has worked on are carried out by any person who has not been specifically authorised by Our company the guarantee will be null and void.
- 8.6 Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.
- 9.0 Events Outside of Our Control (Force Majeure)**
- 9.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 9.2 If any event described under this Clause 9 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
- 9.2.1 We will inform You as soon as is reasonably possible;
- 9.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
- 9.2.3 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;
- 9.3 If an event outside of Our control occurs and You wish to cancel the Contract, You may do so in accordance with Your right to Cancel under Clause 10. Any refunds due to You as a result of that cancellation will be paid to You as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of Your cancellation notice;
- 9.4 If the event outside of Our control continues for more than three weeks, We may cancel the Contract in accordance with Our right to cancel under Clause 10 and inform You of the cancellation. Any refunds due to You as a result of that cancellation will be paid to You as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice.
- 10.0 Cancellation**
- 10.1 If You wish to cancel the work order for the installation/work before the work has started, You may do so under sub-Clause 4.4.
- 10.2 We enter into liquidation or have an administrator or receiver appointed over Our assets; or
- 10.3 We are unable to provide the work due to an event outside of Our control; or
- 10.4 We change these Terms and Conditions to Your material disadvantage.
- 10.5 We may cancel Your Order for the work before the work begin under sub-Clause 4.6.
- 10.6 You have breached the Contract in any material way and have failed to remedy that breach within a reasonable period of Us asking You to do so in writing; or
- 10.7 We are unable to provide the work due to an event outside of Our control (for a period longer than that in sub-Clause 9.4).
- 10.8 If You wish to cancel then Dependon Limited has the right to deduct from any deposit paid any reasonable charges incurred including but not limited to bank charges (if a deposit had been taken by card).
- 11.0 Communication and Contact Details**
- 11.1 If You wish to contact Us, You may do so by telephone at 0800 014 8643 or by email at info@dependon-group.com.
- 11.2 In certain circumstances You must contact Us in writing (when cancelling an Quote, for example, or exercising Your right to cancel the Service). When contacting Us in writing You may use the following methods:
- 11.2.1 Contact Us by email at: info@dependon-group.com
- 11.2.2 Contact Us by post at, Dependon Limited, Premiere House, Edison Road, Basingstoke, Hampshire, RG21 6YH.
- 12.0 Complaints and Feedback**
- 12.1 We always welcome feedback from Our Customers and, whilst We always use all reasonable endeavours to ensure that Your experience as a Customer of Ours is a positive one, We nevertheless want to hear from You if you have any cause for complaint.
- 12.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from Dependon Limited.
- 12.3 If You wish to complain about any aspect of Your dealings with Us, including, but not limited to, these Terms and Conditions, the Contract, or the Services, please contact Us in one of the following ways:
- 12.3.1 In writing, addressed to Ms C Oliver, Premiere House, Edison Road, Basingstoke, Hampshire, RG21 6YH.
- 12.3.2 By email, addressed to Ms C Oliver, info@dependon-group.com
- 12.3.3 Where We cannot resolve any complaints using Our own complaints procedure, as a Which? Trusted trader We use Dispute Resolution Ombudsman for dispute resolution. In the unlikely event of a complaint arising and You wish to refer the complaint to them contact please contact 0117 981 2929 or via their website <http://www.disputeresolutionombudsman.org/which-trusted-traders-partnership/>
- 13.0 How We Use Your Personal Information (Data Protection)**
- 13.1 All personal information that We may collect (including, but not limited to, Your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 2018 and Your rights under that Act.
- 13.2 We may use Your personal information to:
- 13.3 Provide Our Services to You.
- 13.4 Process Your payment for the Services.
- 13.5 Inform You of new products and services available from Us. You may request that We stop sending You this information at any time.
- 13.6 In certain circumstances (if, for example, You wish to pay for the Services on credit), and with Your consent, We may pass Your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Act 2018 and should use and hold Your personal information accordingly.
- 13.7 We may pass on Your personal information to other third parties in order to register items such as the boiler to the boiler manufacturers, Building Control and Gas Safe etc.
- 14.0 Other Important Terms**
- 14.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell the invoice to a Factoring company). If this occurs You will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 14.2 You may not transfer (assign) Your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.
- 14.3 The Contract is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 14.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 14.5 All obligations to make payment shall survive termination or expiration of this Agreement for whatever reason.
- 14.6 We shall comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption.
- 14.7 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.
- 15.0 Governing Law and Jurisdiction**
- 15.1 These Terms and Conditions, the Contract, and the relationship between You and Us (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England.
- 15.2 As a consumer, You will benefit from any mandatory provisions of the law. Nothing in Sub-Clause 15.1 above takes away or reduces Your rights as a consumer to rely on those provisions.
- 15.3 Any dispute, controversy, proceedings or claim between You and Us relating to these Terms and Conditions, the Contract, or the relationship between You and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England.