

Our terms

1. THESE TERMS

- 1.1 These are the terms and conditions on which we supply products to you, whether these are goods or services.
- 1.2 Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 We are JTS Plumbing & Gas Limited a company registered in England and Wales. Our company registration number is 08440745 and our registered office is at 34 The Pastures, Rushmere St Andrew, Ipswich, Suffolk, IP4 5UQ. Our registered VAT number is 181255710.
- 2.2 You can contact us by telephoning our customer service team on 07977234912 or by writing to us at 34 The Pastures, Rushmere St. Andrew, Ipswich, IP4 5UQ.
- 2.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1 Our acceptance of your order will take place when we call, write, email or see you to accept it, at which point a contract will come into existence between you and us.
- 3.2 If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

4. OUR PRODUCTS

- 4.1 Where we order products on your behalf from brochures of manufacturers or retailers, the images of the products are for illustrative purposes only and we cannot guarantee that a picture accurately reflects the colour of the products. Your product may vary slightly from those images.
- 4.2 If we are making the product to measurements you have given us you are responsible for ensuring that these measurements are correct.

5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 7.14, *Your rights to end the contract*).

6. OUR RIGHTS TO MAKE CHANGES

6.1 We may change the product or our services:

6.1.1 to reflect changes in relevant laws and regulatory requirements, but where this is applicable we will notify you in advance and keep the changes to a minimum where possible; and

6.1.2 to implement minor technical adjustments and improvements, for example to address a safety threat. These changes will may affect your product or service but we will only make such changes as we are necessary.

6.2 In addition, as we informed you at the time of ordering, we may make various changes to these terms or the product once the order has been placed, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received (unless the problem is urgent or an emergency and immediate action is required).

7. PROVIDING THE PRODUCTS

7.1 The costs of delivery will be as notified to you before you place the order.

7.2 **When we will provide the products.**

7.2.1 If the products are goods we will contact you with an estimated delivery date, which will be within 30 days after the day on which we accept your order.

7.2.2 We will begin the services on the date agreed with you during the order process. The estimated completion date for the services is as told to you during the order process.

7.2.3 We will supply the services or goods to you until either the services are completed or the subscription expires (if applicable) or you end the contract as described in clause 7.14 or we end the contract by written notice to you as described in clause 10.

7.3 If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

- 7.4 If no one is available at your address to take delivery we will leave you a note informing you of how to rearrange delivery. If after a failed delivery to you, you do not re-arrange delivery we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery we may end the contract and clause 10.2 will apply.
- 7.5 If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 10.2 will apply.
- 7.6 You have legal rights if we deliver any goods late. If we miss the delivery deadline for any goods then you may treat the contract as at an end straight away if any of the following apply:
- 7.6.1 we have refused to deliver the goods;
 - 7.6.2 delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
 - 7.6.3 you told us before we accepted your order that delivery within the delivery deadline was essential.
- 7.7 If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under *clause 7.6*, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.
- 7.8 If you do choose to treat the contract as at an end for late delivery under *clause 7.6* or *clause 7.7*, you can cancel your order for any of the goods or reject goods that have been delivered. If you wish, you can reject or cancel the order for some of those goods (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled goods and their delivery. If the goods have been delivered to you, you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call on 07977234912 or email us at jtsplumbingandgas@yahoo.co.uk for a return label or to arrange collection.
- 7.9 A product which is goods will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collect it from us.
- 7.10 You own a product which is goods once we have received payment in full.
- 7.11 We may need certain information from you so that we can supply the products to you, for example, sizes and dimensions. If so, this will have been notified to you before you placed your order. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a

result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.12 We may have to suspend the supply of a product to:

7.12.1 deal with technical problems or make minor technical changes;

7.12.2 update the product to reflect changes in relevant laws and regulatory requirements;

7.12.3 make changes to the product as requested by you or notified by us to you (see clause 6).

7.13 We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than one month and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

7.14 We may also suspend supply of the products if you do not pay. If you do not pay us for the products when you are supposed to (see clause 12.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 12.6). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 12.5).

8. YOUR RIGHTS TO END THE CONTRACT

8.1 Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

8.1.1 **If what you have bought is faulty or mis-described you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), **see clause 11**;

8.1.2 **If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2**;

8.1.3 **If you have just changed your mind about the product, see clause 8.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;

8.1.4 **In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.6.**

8.2 If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- 8.2.1 we have told you about an upcoming change to the product or these terms which you do not agree to (see *clause 6.2*);
 - 8.2.2 we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
 - 8.2.3 there is a risk that supply of the products may be significantly delayed because of events outside our control;
 - 8.2.4 we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than one month; or
 - 8.2.5 you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see *clause 7.6*).
- 8.3 For most (but not all) products bought/ordered over the telephone, by exchange of emails, or in person at your premises you have a legal right to change your mind within 14 days and receive a refund. See 8.4.
- 8.4 You do not have a right to change your mind in respect of:
- 8.4.1 creation of immovable property or rights in immovable property (meaning the creation of standalone residential properties such as new builds and substantial construction works comparable to constructing a new building);
 - 8.4.2 you have contacted us and asked us to carry out urgent or emergency services;
 - 8.4.3 services, once these have been completed, even if the cancellation period is still running;
 - 8.4.4 if any of the goods we supply have been made to your specifications;
 - 8.4.5 products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them; and
 - 8.4.6 any products which become mixed inseparably with other items after their delivery.
- 8.5 How long you have depends on what you have ordered and how it is delivered.
- 8.5.1 **Have you bought services?** If so, you have 14 days after the day we contact you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
 - 8.5.2 **Have you bought goods?** If so you have 14 days after the day you (or someone you nominate) receives the goods, **unless:**

- (a) **Your goods are split into several deliveries over different days.** In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.
- (b) **Your goods are for regular delivery over a set period.** In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the goods.

8.6 Even if we are not at fault and you do not have a right to change your mind (see clause 8), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

9.1 To end the contract with us, please let us know by calling on 07977234912 or emailing us at jtsplumbingandgas@yahoo.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and e-mail address.

9.2 If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to where you bought them, post them back to us at 34 The Pastures, Rushmere St Andrew, Ipswich, IP4 5UQ or (if they are not suitable for posting) allow us to collect them from you. Please call on 07977234912 or email us at jtsplumbingandgas@yahoo.co.uk for a return label or to arrange collection. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

9.3 We will pay the costs of return:

9.3.1 if the products are faulty or misdescribed;

9.3.2 if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or

9.3.3 If you are exercising your right to change your mind in respect of goods which were delivered to your home when the contract was entered into and the goods are not suitable for posting.

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

- 9.4 If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection. The costs of collection will be the same as our charges for standard delivery, as notified to you at the time of ordering.
- 9.5 We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below, if you are exercising your right to change your mind:
- 9.5.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
- 9.5.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. If you choose to have the product delivered by a more expensive method, then we will only refund what you would have paid for the cheaper delivery option.
- 9.5.3 Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.
- 9.6 We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:
- 9.6.1 If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 9.8.
- 9.6.2 In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

10. OUR RIGHTS TO END THE CONTRACT

- 10.1 We may end the contract for a product at any time by writing to you if:
- 10.1.1 you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- 10.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, details of the any products you need to us source, clear instructions on what work you want carrying out etc;

10.1.3 you do not, within a reasonable time, allow us to deliver the products to you or collect them from us;

10.1.4 you do not, within a reasonable time, allow us access to your premises to supply the services; or

10.1.5 the products you require us to source are out of stock or unavailable from our relevant suppliers.

10.2 If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

11. IF THERE IS A PROBLEM WITH THE PRODUCT

11.1 If you have any questions or complaints about the product, please contact us at 07977234912 or write to us at jtsplumbingandgas@yahoo.co.uk.

11.2 We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is **goods**, (rather than services), the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- up to 30 days: if your goods are faulty, then you can get an immediate refund.
- up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

If your product is **services**, (rather than supply of goods), the Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

11.3 If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you.

We will pay the costs of postage or collection. Please call on 07977234912 or email or write to us at jtsplumbingandgas@yahoo.co.uk or The Pastures, Rushmere St Andrew, Ipswich, IP4 5UQ for a return label or to arrange collection.

12. PRICE AND PAYMENT

- 12.1 The price of the product (which includes VAT) will be the price as indicated on your order form. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the product you order.
- 12.2 If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 12.3 It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 12.4 We accept payment via online bank transfers, cash or cheque (please ask for details). When you must pay depends on what product you are buying:
- 12.4.1 For **goods**, you must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you.
- 12.4.2 For **services**, you must make an advance payment of 50% of the price of the services, before we start providing them. We will invoice you weekly in arrears for the services until the services are completed. You must pay each invoice within 5 calendar days after the date of the invoice.
- 12.5 If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 12.6 If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 13.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible

for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

13.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 11.1; and for defective products under the Consumer Protection Act 1987.

13.3 If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services, or where we forewarn you such damage may occur and you give us the approval to continue regardless.

13.4 We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14. HOW WE MAY USE YOUR PERSONAL INFORMATION

14.1 We will use the personal information you provide to us to supply the products to you, to process your payment for the products and if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

14.2 **We will only give your personal information to third parties where the law either requires or allows us to do so, unless you have given us permission to do so.**

15. OTHER IMPORTANT TERMS

15.1 We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 48 hours of us telling you about it and we will refund you any payments you have made in advance for products not provided.

15.2 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

15.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

15.4 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.5 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have

to do those things and it will not prevent us taking steps against you at a later date. For example, If you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

15.6 These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.

SCHEDULE 1 - MODEL CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To JTS Plumbing & Gas Ltd, 34 The Pastures, Rushmere St Andrew, Ipswich, Suffolk, IP4 5UQ [TELEPHONE NUMBER AND E-MAIL ADDRESS]

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

SCHEDULE 2 - REQUEST TO START WORK

To JTS Maintenance Ltd
57 Cuckfield Avenue
Ipswich
Suffolk
IP3 8SA

E-mail – jtsmaintenance@hotmail.co.uk

Mobile – 07976002284

I/We hereby ask you to start work on our contract on a date that we will/have already agreed.

I/We understand that I/we have a right to cancel this contract, as previously described, within the cancellation period which ends 14 days after I/we take possession of any goods that you are supplying. I/We also understand that following cancellation I/we may have to pay certain costs or have some reduction of our reimbursement as previously described, for services and/or goods that have been supplied.

Contract/confirmation date:

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if form is notified on paper),

Date: