

TERMS AND CONDITIONS OF MJC PLUMBING

For the purpose of these terms & conditions the following words shall have the following meanings:

(a) "The Company" shall mean MJC Plumbing

(b) "The Customer" shall mean the person or organisation for whom the Company agrees to carry out works &/ or supply materials.

(c) The Operative or Engineer shall mean the representative appointed by the Company.

- 1) Any quotation is subject to acceptance within 30 days. If the customer requests postponement of the start of installation, one month or longer after MJC Plumbing is ready to proceed, MJC reserve the right to withdraw the quotation.
- 2) 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 to right to instruct us on their behalf.
- 3) The Company shall not be under any obligation to provide an estimate to the Customer and shall only be bound (subject as hereinafter) by estimates given in writing to the Customer. The Company shall not be bound by any estimates given orally or in which manifest errors occur.
- 4) If the installation work has to be suspended or varied at the Customers request, or if the Customer requires work on the system to be carried out outside of normal working hours, the Company shall be entitled to make a reasonable additional charge for the extra cost incurred.
- 5) In the event that during the course of the work Asbestos or any substance of a hazardous or potentially hazardous nature is discovered, MJC Plumbing will comply with local or national regulations, or other requirements that may need to be observed before work continues. If this results in additional work over that which this estimate is given to cover, an additional charge may be made. However, if the appropriate course of action is for the material to be left in place without alteration or additional work, the Company will not be responsible for any work involved in removal, should this be required, the Customer will be responsible for leaving the working area safe.
- 6) Material collection:
Collection of non-stock items is chargeable but:
 - (a) Time must be kept to a minimum and reasonable.
 - (b) The Customer must be informed wherever possible when the operative leave the premises.
 - (c) If the collection time is likely to exceed 45 minutes the customer must be additionally informed of the circumstances.
 - (d) Only one engineer is allowed to leave the job to collect parts.
 - (e) The collection of materials which should be normally stocked items is non- chargeable.
- 7) Where the date and/ or time for works to be carried out is agreed by the Company with the Customer, then the Company shall use its best endeavors to ensure that the operative shall attend on the date & at the time agreed. However, the Company accepts no liability in respect of the non-attendance or late attendance on site of the operative/ engineer or for the late or non-delivery of materials.
- 8) MJC Plumbing accepts no liability for any delay in completing the work due to circumstances beyond our control. Appointments are given in good faith, of which we try to keep.

9) Any quotation is given and the installation undertaken by the Company on the condition that any necessary licenses, authorities or permissions, including the consent of the Landlord or Local Council, are first obtained by the customer.

10) The Customer will give unrestricted access to the house and grounds in order that the installation work may be undertaken. MJC Plumbing reserves the right to make additional charges for such delays.

11) All MJC Plumbing materials whilst on the Customers premises whether fixed or unfixed are at the sole risk of the customer. The Company expects the Customer to take reasonable care in protecting such items.

In the event of any materials being damaged, destroyed or stolen due to negligence, MJC Plumbing will pursue full repayment. Also for any materials/ work removed, damaged or destroyed, whilst in the Customers care the cost of replacing any such materials or reinstating/ restoring such works shall be charged as an extra.

The Customer shall not be responsible for any loss occasioned solely by the negligence of the Company's employees or contractors.

12) The work will be carried out in a professional manner. The Company cannot, however, be held responsible for any damages to decorations, fittings, existing pipe work, cylinders or tanks caused during the normal course of installing or removing fixtures and fittings. Note: although rare, responsibility cannot be taken for leaks or airlocks that may occur on systems as a result of "Power-flushing" or Installing Pressurized Systems.

13) Although every care is taken when taking up carpets, wooden floorboards and other flooring covering MJC Plumbing cannot be held responsible for any damage whilst carrying out this work.

14) MJC Plumbing will not guarantee any work in respect of blockages in waste and drainage systems etc.

The Company will not guarantee any work undertaken on instruction from the Customer and against the written or verbal advice of the operative/ engineer.

Work is guaranteed only in respect of work directly undertaken by MJC Plumbing & payment in full has been made. Any non-related faults arising from recommended work that has not been undertaken by the Company will not be guaranteed.

MJC Plumbing shall not be held liable or responsible for any damage or defect resulting from work not fully guaranteed or where recommended work has not been carried out. Work will not carry a guarantee where the customer has been notified by the operative either verbally or indicated in any other related work that requires attention.

The Customer shall be solely liable for any hazardous situation in respect of Gas Safe (Corgi) Regulations or Gas Warning Notice issued.

15) Where MJC Plumbing agrees to carry out works on installations of inferior quality or over ten years old at that date no warranty is given in respect of such works and the Company accepts no liability in respect of the effectiveness of such works or otherwise.

16) On agreeing to this quotation the Customer accepts that there may be unforeseen circumstances and works that may not be apparent at the time of our survey.

Remedial of these works shall become chargeable if undertaken by the Company.

17) If the Customer supplies their own materials they will be responsible for any missing parts or faults. The Company reserves the right to charge for any extra time incurred.

18) 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.

19) Guarantee. We have a 2 Year complete peace of mind Guarantee period of our labour and the duration of the manufacturers 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. We are backed by TrustMark a registered approved trading standards company)

20) 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.

21) Jobs are based on an hourly rate. The total charge to the Customer shall consist of materials supplied by the Company and the amount of time spent by our operative carrying out the works (including all reasonable time spent in obtaining materials). Jobs are charged by the whole hour.

All charges are subject to VAT at the prevailing rate except in cases should the work carried out is zero rated.

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 subjected to the exclusive jurisdiction of the English Law.

24) Extended warranties/ Free Services shall be withdrawn at the Company's discretion should payment in full not be received as cleared funds within 72 hours of completion of works.

25) All work will adhere to TrustMark Code of Conduct.

26) We reserve the right to refuse or decline to undertake any work.

27) We reserve the right, at our absolute discretion, to choose who will represent us.

28) 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.

29) All balances for works will become due upon completion/ commissioning; in full by Debit/ Credit card payment or via Internet/ telephone Banking Transfer. Cheques are not accepted.

An Interest of 4% over base rate will be charged on outstanding amounts owed to us.

30) We take the utmost care over your contact details and no details are shared with anyone else other than within MJC Plumbing

Full Terms and Conditions for Monthly Prize Draw

When you write review on the service you received from MJC, you'll be automatically entered into our monthly prize draw. There is no cost to register.

Entrants agree to be bound by the following rules.

1. Eligibility:

The monthly prize draw is open to legal residents of the United Kingdom who are 18 years of age or older, as of the date of entry, except:

- employees of MJC Plumbing/family members and/or those living in the same household of the employee; and
- MJC Plumbing affiliates and subsidiaries.

2. Entry:

- (a) There is no cost to register. All reviews received online and approved by our administrator through www.mjcplumbing.net will be included in our monthly prize draw. Entries must be received at the end of each month by midnight.
- (b) You may review as many individual jobs undertaken by MJC Plumbing as you wish and each review will constitute one (1) entry. All reviews are subject to the MJC Plumbing's Terms of Use and Review Terms and Conditions.
- (c) All reviews must be in English. MJC Plumbing does not guarantee the public posting of any review and reserves the right, not to post your review for any reason, including, but not limited to the following:
 - the content of the review infringes upon the copyrights of any third parties;
 - the content of the review contains lewd, obscene or offensive language;
 - the review comments on other businesses or websites;
 - the review comments on competitive services, pricing or availability;
 - the review contains any other content which violates our Terms and Conditions.
- (d) By submitting a review as part of an entry, the entrant hereby grants permission, without limitation, to MJC Plumbing owning the rights to publish the winner's name, likeness, photograph, voice, opinions and review for promotional purposes in any media, worldwide, (including, but not limited to, internet and television broadcast) without further consent or compensation except where prohibited.
- (e) The Entrant agrees that MJC Plumbing/the sponsor is not responsible for any unauthorized use of reviews by third-parties.
- (f) Multiple reviews of the same job undertaken by MJC Plumbing are not valid.
- (g) Fraudulent or 'SPAM' reviews and review entries which are unrelated to the service provided by MJC Plumbing will not be accepted or posted, and all entries from that customer/user will be void.
- (h) All entries which are generated by a script, computer program, or other automated means are void and will be immediately disqualified. Entrants may not submit reviews using multiple email addresses, under multiple identities. Any entrant who attempts to do so, or uses a device or

strategy to manipulate/trick the entry process will be disqualified from participation in the prize draw, and all the reviews and entries submitted by that entrant will be void.

3. Drawing:

One (1) winner will be drawn at random from all eligible entries received, by the judges, (the Manager, under the independent supervision of a Director) at the end of each month. All decisions of the judges are final. No correspondence will be entered into.

4. Prize:

- (a) The odds of winning are determined by the number of eligible entries that are received. The prize will consist of only the item(s) specifically described as included in the prize.
- (b) All fees/taxes, costs and expenses relating to the acceptance, use, and possession of the prize are the sole responsibility of the winner.

5. Notification:

- (a) The winner will be notified within seven (7) days from the first day of the following month and the e-voucher/prize will be emailed/sent to the customer directly within fourteen (14) days.
- (b) The potential winner will be notified by e-mail and must respond to accept or decline the prize within seven (7) days of notification.
- (c) If a potential winner cannot be contacted, or fails to respond in a timely manner, or the prize or prize notification is returned as undeliverable, an alternate potential winner will be selected.
- (d) The first name and borough of the prize winner will be made available following receipt of the winner's response to accept the prize. This will be done within 28 days of the notification date to anyone sending their e-mail address to enquiries@mjcplumbing.net, in a message with the subject heading 'MJC Plumbing Prize Draw.'
- (e) The prize may change at any time.
- (f) The prize is subject to availability.
- (g) There will be no cash alternative. MJC Plumbing accepts no responsibility/liability for any human error or any, and all electronic, network, computer or other technical malfunctions that may occur on collecting, processing and transmission of data.
- (h) If data entered for the draw becomes corrupted, this data will be excluded from the prize draw.

- 6. Disclaimer:** By participating, entrants agree to these Terms and Conditions. Entrants are solely responsible for their own actions and shall indemnify, and hold harmless MJC Plumbing and related companies, together with and the respective officers, directors, employees, contractors, agents and representatives, promotional partners, affiliates, successors, assigns and licensees of each of their respective employees, shareholders, officers, directors, contractors, agents and representatives, the competition entities, and those companies supplying prizes (collectively the "Released Parties") from any liability claims, loss, damage, injury or expense, including reasonable attorneys' fees, arising in connection with their participation in the prize draw and any third-party action arising out of or resulting from:
- (i) a breach or allegation which if true would constitute a breach of any of entrant's representations, warranties or obligations herein, and/or
 - (ii) acceptance, possession, use or misuse of any prize, including without limitation, personal injury, death and property damage arising there from.

7. General Conditions:

In the event the prize draw is terminated early, a potential winner will be drawn from all eligible entries received at the time of termination.

MJC Plumbing reserves the right to withdraw the prize draw at any time.

8. Disputes:

- (a) The prize draw is governed by the laws of the United Kingdom and, by entering, winner and entrants hereby submit to the jurisdiction and venue of the courts located in London, England.
- (b) Any attempt by an entrant or any other individual to deliberately damage any website related to the prize draw or undermine the legitimate operation of the prize draw may be in violation of criminal and civil laws, and should such an attempt be made, MJC Plumbing and related companies, or any of the "Released Parties" reserves the right to seek damages from such entrant to the fullest extent permitted by law.

9. Privacy:

- (a) Any personal information supplied by entrants will be subject to MJC Plumbing's Privacy Policy posted at <http://www.mjcplumbing.net/privacy-policy/>. By entering the prize draw, you grant MJC Plumbing permission to share your email address and any other personally identifiable information with the corresponding competition entities solely for the purpose of the prize draw administration.
- (b) MJC Plumbing will not sell, rent, transfer or otherwise disclose your personal data to any third-party other than the corresponding competition entities as described in these Terms and Conditions.