
AQUA IGNITE LTD TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions are the standard terms which apply to the provision of plumbing, heating and electrical services by Aqua Ignite Ltd (“the Trader”) to customers who require plumbing, heating and electrical services to be provided at their home. Please read them carefully and ensure that you understand and agree to them. If you have any questions, please contact us.

These Terms and Conditions apply where the customer is a “Consumer” as defined by the Consumer Rights Act 2015.

1. Definitions and Interpretation

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

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| “Agreed Times” | means the times which You and We agree for the Engineer to have access to the Property to complete the Job [as specified in the Agreement]; |
| “Agreement” | means the contract into which You and We will enter if You accept the Quotation. The Agreement will incorporate, and be subject to, these Terms and Conditions [. Our standard form of Agreement is attached as Schedule 1]; |
| “Business” | means any business, trade, craft or profession carried on by You or any other person or organisation; |
| “Consumer” | means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer of the Trader who receives Plumbing, heating and electrical Services for their personal use and for purposes wholly or mainly outside the purposes of any Business; |
| “Deposit” | means the deposit You may be required to pay in accordance with Clause 5; |
| “Final Fee” | means the total of all sums You must pay which will be shown on the invoice issued in accordance with Clause 6; |
| “Job” | means the complete performance of the Plumbing, heating or electrical Services; |
| “Model Cancellation Form” | means the model cancellation form attached as Schedule 2; |
| “Order” | means Your initial request for Us to provide the Plumbing, heating or electrical Services as set out in Clause 4; |

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| “Engineer” | means Us or Our employee who will be responsible for providing the Plumbing, heating or electrical Services; |
| “Plumbing Services” | means the plumbing services We will provide as specified in the Agreement. |
| “Heating Services” | means the heating services we will provide as specified in the Agreement. |
| “Electrical Services” | Means the electrical services we will provide specified in the Agreement. |
| “Products” | means the products required for the provision of the Plumbing Services which We will supply (if any) as specified in the Agreement; |
| “Property” | means Your home, as detailed in the Order and the Agreement, at which the Job is to take place; |
| “Quotation” | means the quotation We give to You in accordance with Clause 4 detailing the services We will provide to You and the fees We will charge; |
| “Quoted Fee” | means the fee set out in the Quotation which may change according to the actual work undertaken as set out in Clause 6 of these Terms and Conditions; |
| “Start Date” | means the date You and We agree on for Us to start providing the Plumbing, Heating or Electrical Services as specified in the Agreement; |
| “Visit” | means any occasion, scheduled or otherwise, on which the Engineer visits the Property to provide the Plumbing, Heating or Electrical Services; |
| “We/Us/Our” | means the Trader and includes all employees, agents and sub-contractors of the Trader; and |
| “You/Your” | means a Consumer who is a customer of the Trader. |

- 1.2 Each reference in these Terms and Conditions to “writing”, and any similar expression, includes electronic communications whether sent by e-mail, text message, or other means.
- 1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
- 1.4 Each reference to “these Terms and Conditions” is a reference to these Terms and Conditions.
- 1.5 Each reference to a Schedule is a reference to a schedule to these Terms and Conditions.
- 1.6 The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.
- 1.7 Words signifying the singular number will include the plural and vice versa.
- 1.8 References to any gender will include any other gender.

- 1.9 References to persons, unless the context otherwise requires, include corporations.

2. Information about Us

- 2.1 We are a Limited company.
- 2.2 We trade under the name Aqua Ignite plumbing and heating solutions.
- 2.3 We are registered in England under number 12173929.
- 2.4 Our registered office is at 42 Barons Croft, Nuneaton, CV10 9QQ.
- 2.5 Our main trading address is 42 Barons Croft, Nuneaton, CV10 9QQ.
- 2.6 Our VAT number is na.
- 2.7 We are registered with a recognised and authorised self-certification scheme. We will ensure that any sub-contractors We use are also registered in this way.

- 2.8 We are a member of Gas Safe.

3. Communication and Contact Details

- 3.1 If You wish to contact Us with questions or complaints, you may contact Us by telephone at 0247 512 2601 or by email at info@aquaignite.com.
- 3.2 In certain circumstances You must contact Us in writing (as stated in various Clauses throughout these Terms and Conditions). When contacting Us in writing You may use the following methods:
 - 3.2.1 contact Us by email at info@aquaignite.com; or
 - 3.2.2 contact Us by post at Complaints, 42 Barons Croft, Nuneaton, CV10 9QQ

4. Orders

- 4.1 We accept orders for Plumbing, heating or electrical Services via telephone, email, text message.
- 4.2 When placing an Order, you should set out, in detail, the Plumbing, heating or electrical Services required. Details required include the location and size of the Property, the number and type of rooms in which work is required and the type(s) of work required (e.g., piping, installation of appliances etc.). We will provide You with an order form containing prompts for all required information. All such details will be set out in the Agreement.
- 4.3 Once the Order is complete and submitted, we will prepare a Quotation and send it to You either by email or first-class post. The Quotation will set out the required Deposit (if applicable) and fee (see Clauses 5 and 6).
- 4.4 If We cannot accept your Order, we will inform you of this by email.
- 4.5 You may make changes to the Order and Quotation before accepting it.

- 4.6 You may accept a Quotation by signing and dating a copy by post or by accepting it by "Accept Quote" at the bottom of the email we sent you within 60 days after the date We issue the Quotation.
- 4.7 When (but not before) You have returned the Quotation, signed and dated, and You have paid the Deposit. (if required) a legally binding contract between You and Us will be created for Us to provide the Plumbing, heating or electrical Services and for You to pay for them. We will then attach the signed Agreement and complete any blanks in the Agreement in accordance with the Quotation.
- 4.8 If you wish to change your Order after accepting the Quotation, please contact Us and We will tell you whether or not the change can be accommodated, along with any changes to the fees payable as a result. If we cannot accommodate the changes or the changes to the fees or other matters are not acceptable to you, you may cancel in accordance with Clause 13 and/or 14.

5. Deposit

- 5.1 At the time of accepting the Quotation or not more than 7 calendar days thereafter, depending on the nature of the work and any specialist Products required in advance, you may be required to pay Us a Deposit. The Deposit will be 30% quoted fees. We will not confirm an Order until the Deposit is paid in full.
- 5.2 If you cancel the Plumbing, heating or electrical Services, we may retain some or all of the Deposit as set out in Clauses 13, 14 and 15.

6. Fees and Payment

- 6.1 The Quoted Fee will include the price payable for the Plumbing, heating or electrical Services and for the estimated Products required.
- 6.2 We will where reasonably possible use only the Products (and quantities of Products) set out in the Quotation and the Agreement; however, if additional Products are required, **we will adjust the Final Fee to reflect this. We will keep any increases to a necessary minimum, will keep You informed at all times, and will not proceed without your agreement.**
- 6.3 If the price of Products or services increases during the period between Your acceptance of the Quotation and the Start Date, we will inform You of the increase and of any difference in the Final Fee. If You do not wish to accept the increase, you may cancel and receive a full refund of all sums paid including, where applicable, the Deposit.
- 6.4 The Quoted Fee and the Final Fee are inclusive of VAT. If the rate of VAT changes, we will adjust the amount of VAT that You must pay.
- 6.5 We will invoice You when the Job has been completed.
- 6.6 You must pay any invoice within 7 calendar days of receiving it.
- 6.7 We accept the following methods of payment:
 - 6.7.1 Credit / debit card.
 - 6.7.2 Cheques.
 - 6.7.3 Cash.

6.7.4 Bank transfer Bacs

- 6.8 If You do not pay an invoice by the due date, we may charge You interest on the overdue sum at the rate of 5% above the base rate of Starling Bank from time to time until payment is made in full. Interest will accrue on a daily basis from the due date until the actual date of payment, whether before or after judgment.
- 6.9 If You have promptly contacted Us to dispute an invoice in good faith, we will not charge interest while such a dispute is ongoing.

7. Plumbing Services

- 7.1 We will provide the Plumbing, heating or electrical Services in accordance with the specification set out in the accepted Quotation and in the Agreement (as may be amended by agreement between You and Us from time to time).
- 7.2 We may provide sketches, plans, diagrams or similar documents in advance of the Job. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification of the Job nor to guarantee specific results.
- 7.3 We will use reasonable endeavours to ensure that the Products We use match those chosen by You and are consistent throughout the Property (or relevant parts of the Property). There may be slight variations to the same Products as a result of differences between photographs, catalogues and other materials, and the Products themselves, or as a result of minor technical changes which will not impact your use of the Product in question. Product packaging may also vary. If different Products are required due to non-availability, we will not supply them without consulting with You first, in advance of the Job. If You do not wish to accept the alternative Products, you may cancel and receive a full refund of all sums paid including, where applicable, the Deposit.
- 7.4 We will ensure that the Plumbing, heating or electrical Services are performed with reasonable care and skill and to a reasonable standard which is consistent with best trade practice.
- 7.5 We will ensure that We comply with all relevant codes of practice.
- 7.6 We will properly dispose of all waste that results from Our provision of the Plumbing, heating or electrical Services only when we have supplied the materials.
- 7.7 Where a Job is to last for more than one working day, the Engineer will where reasonably possible leave the Property in a clean and tidy state and minimise any disruption to Your use and enjoyment of the Property while work is being carried out. We will wherever possible store all tools and materials only in areas where work is being carried out or remove them from the Property at the end of each working day.

8. Faulty Products

- 8.1 If any Products are supplied in the course of Us providing the Plumbing heating or electrical Services, and You discover a defect with one or more of those Products or if the Product or Products have been incorrectly described, you should inform Us using the contact details above in Clause 3.

- 8.2 Within the first 30 calendar days, you are entitled, at Your option, to a full refund, to keep the Product(s) at a reduced price, or to a repair or replacement.
- 8.3 After the first 30 calendar days, and for the first six months, we will, at Our option, repair or replace any defective Products or, if a repair or replacement is not practicable or possible, or if a repair or replacement is unsuccessful, you are entitled to a full refund. Alternatively, you may keep the Product(s) at a reduced price. This right may not apply if We can prove that the defect has been caused deliberately or negligently by You, or as a result of Your failure to follow instructions given by the Engineer or as included with the Product.
- 8.4 After the first six months, if any Product develops a fault, you must prove that the Product in question was faulty at the time We supplied it and You took ownership of it. You may be entitled to a repair or replacement, or to a partial refund for up to one year's depending upon the nature of the Product and how long it can reasonably be expected to last.

9. Problems with Our Service

- 9.1 If there is a problem with the result of the Plumbing, heating or electrical Services, i.e., they have not been provided with reasonable care and skill, you are entitled to ask Us to repeat or fix the service, or to get a price reduction if this is not possible.
- 9.2 We always use reasonable efforts to ensure that Our provision of the Plumbing, heating or electrical Services is trouble-free. If, however, there is a problem with our Services We request that You inform Us as soon as is reasonably possible. We will use reasonable efforts to remedy problems with the Plumbing, heating or electrical Services as quickly as is reasonably possible and practical.
- 9.3 We will not charge You for remedying problems under this Clause 9 where the problems have been caused by Us [or where nobody is at fault]. 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.
- 9.4 As a consumer, you have certain legal rights with respect to the purchase of goods or 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.
- 9.5 If We do not perform the Plumbing, heating or electrical Services with reasonable skill and care, you have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to You, you have the right to a reduction in price.
- 9.6 If the Plumbing, heating or electrical iServices are not performed in line with information that We have provided about them, you also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to You (or if Our breach concerns information about Us that does not relate to the performance of the Plumbing, heating or electrical Services), You have the right to a reduction in price.
- 9.7 If for any reason We are required to repeat the Plumbing, heating or electrical Services in accordance with Your legal rights, we will not charge You for the same and We will bear any and all costs of such repeat performance. In

cases where a price reduction applies, this may be any sum up to the full fees payable for the Job and, where You have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 28 calendar days starting on the date on which We agree that You are entitled to the refund) and made via the same payment method originally used by You unless You request an alternative method.

10. Your Obligations

- 10.1 If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, you must obtain them before We begin to provide the Plumbing, heating or electrical Services.
- 10.2 **We may ask you to move or remove certain furniture, fixtures and fittings in the Property before we begin work. Unless You and We specifically agree otherwise, this is Your responsibility.**
- 10.3 You will ensure that the Engineer can access the Property at the Agreed Times to provide the Plumbing, heating or electrical Services.
- 10.4 You may either give the Engineer a set of keys to the Property or be present at the Agreed Times to give the Plumber access. We promise that all keys will be kept safely and securely by the Engineer.
- 10.5 If You do not provide the required access to the Property or make it impossible for Us to provide the Plumbing Services by failing to comply with any other provision in this Clause 10, and do not have a good reason for this, we may invoice you for any additional charges incurred as a result.
- 10.6 You must ensure that the Engineer has access to electrical outlets and a supply of hot and cold running water.

11. Complaints and Feedback

- 11.1 We always welcome feedback from Our customers and, while 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.
- 11.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from info@aquaignite.com
- 11.3 If You wish to complain about any aspect of Your dealings with Us, please contact Us in one of the following ways:
 - 11.3.1 In writing, addressed to Complaints, 42 Barons Croft, Nuneaton, CV10 9QQ
 - 11.3.2 By email, addressed to info@aquaignite.com
 - 11.3.3 Using Our complaints form available on the website following the instructions included with the form.

12. Changing the Start Date

- 12.1 If You ask Us to change the Start Date:
 - 12.1.1 We will where reasonably possible agree a revised Start Date with You.
 - 12.1.2 If it is not possible to agree a revised Start Date either You or We may terminate the Agreement (see Clause 15).
- 12.2 If We ask You to change the Start Date, You may either:
 - 12.2.1 agree a revised Start Date with Us; or
 - 12.2.2 terminate the Agreement (see Clause 15).

13. Cancellation of Contract During the Cooling Off Period

- 13.1 Where the Agreement is not made “on Our premises”, You have a statutory right to a “cooling off” period. This period begins once the contract between You and Us is formed and ends:
 - 13.1.1 in relation to any Products supplied, at the end of 14 calendar days after the date on which the Products are delivered. If the Products are delivered in instalments, the 14-calendar day period begins on the day that you receive the final instalment; and
 - 13.1.2 in relation to the Plumbing, heating or electrical Services, at the end of 14 calendar days after the date on which the contract is formed.
- 13.2 If You wish to cancel the Agreement within the cooling off period You should inform Us immediately by a clear statement (e.g., a letter sent by post to the postal address or email address specified in these Terms and Conditions) ...
- 13.3 To meet the cancellation deadline, it is sufficient for You to send Your communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 13.4 If You exercise this right to cancel You will receive a full refund of any amount paid to the Us in respect of the contract (including, but not limited to, the Deposit, where applicable).
- 13.5 We will refund money using the same method used to make the payment, unless You have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund.
- 13.6 We will process the refund due to You as a result of a cancellation without undue delay and, in any case, within the period of 14 calendar days after the day on which We are informed of the cancellation.
- 13.7 If You exercise the right to cancel in relation to Products:
 - 13.7.1 We will issue a refund within 7 working days and in any event no later than 14 calendar days after We receive the relevant Products (and will include standard delivery charges if You send the Products to Us).
 - 13.7.2 You must return the Products to Us within 7 calendar days of the day on which You inform Us that You wish to cancel and return them.
 - 13.7.3 We may make a deduction from the refund for loss in value of any Products supplied, if the loss is the result of unnecessary handling by You.

- 13.7.4 Please also note that Products that become inseparably mixed with others cannot be returned.
- 13.8 If the Start Date falls within the cooling off period You must make an express request for provision of the Plumbing, heating or electrical Services to begin within the 14-calendar day cooling off period. This request forms a normal part of the ordering process. By making such a request You acknowledge and agree to the following:
- 13.8.1 If the Job is completed within the 14-calendar day cooling off period, you will lose the right to cancel once the Job is completed.
- 13.8.2 If You cancel the Agreement after provision of the Plumbing, heating or electrical Services has begun You will be required to pay for the Plumbing, heating or electrical Services and any Products that cannot be returned to Us supplied up until the point at which You inform Us of Your wish to cancel.
- 13.8.3 The amount due will be calculated in proportion to the full price of the Plumbing, heating or electrical Services and the actual Plumbing, heating or electrical Services already provided. Any sums that have already been paid for the Plumbing, heating or electrical Services will be refunded subject to deductions calculated on this basis.
- 13.8.4 We will process any refund within 7 working days and in any event no later than 14 calendar days after You inform Us of Your wish to cancel.
- 13.9 Clause 14 applies to the termination of the Agreement after the 14-calendar day cooling off period has elapsed.

14. Cancellation Outside of the Cooling Off Period

- 14.1 In addition to Your rights in Clause 13 relating to the cooling off period, you may terminate the Agreement (i.e., cancel the Job) at any time before the Start Date (if relevant):
- 14.1.1 If You cancel the Job after the 14-calendar day cooling off period has expired (or where it does not apply) and more than 7 calendar days before the Start Date, we will refund the Deposit, if applicable, and any other sums paid as soon as is reasonably possible, and in any event within 14 calendar days of cancellation.
- 14.1.2 If You cancel the Job after the 14-calendar day cooling off period has expired (or where it does not apply) and less than 7 calendar days before the Start Date, we will retain from the Deposit, if applicable, a sum to cover any net financial loss that We suffer due to the cancellation. We will refund the balance of the Deposit to You as soon as is reasonably possible, and in any event within 14 calendar days of cancellation. If Our net financial loss is more than the amount of the Deposit (and/or if no Deposit has been paid), We will invoice You for the shortfall and You will be required to make payment in accordance with Clause 6.
- 14.2 We may need to terminate the Agreement before the Start Date 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. We will refund the Deposit, if applicable, and any other sums paid as soon as is reasonably possible, and in any event within 14 calendar days of termination.

15. Termination

- 15.1 You may terminate the Agreement with immediate effect at any time by giving Us written notice if:
 - 15.1.1 We have breached the Agreement in any material way and have failed to remedy that breach within 7 calendar days of You asking Us in writing to do so.
 - 15.1.2 We enter into liquidation or have an administrator or receiver appointed over Our assets.
 - 15.1.3 You and We have been unable to agree a revised Start Date, or You elect to terminate the Agreement under Clause 12.
 - 15.1.4 We are unable to provide the Plumbing, heating or electrical Services due to an event outside of Our control (see Clause 17).
- 15.2 We may terminate the Agreement with immediate effect by giving You written notice if:
 - 15.2.1 You fail to make a payment on time as required under Clause 6 (this does not affect Our right to charge interest on overdue sums under sub-Clause 6.8).
 - 15.2.2 You have breached the Agreement in any material way and have failed to remedy that breach within 7 calendar days of Us asking You in writing to do so: or
 - 15.2.3 You and We have been unable to agree a revised Start Date under Clause 12.
 - 15.2.4 You do not provide the Engineer with access to the Property or otherwise make it impossible for the Engineer to provide the Plumbing, heating or electrical Services, and We have been unable to contact You to re-arrange the Plumbing, heating or electrical Services under sub-Clause 10.5.
 - 15.2.5 We have been unable to provide the Plumbing, heating or electrical Services for more than 6 weeks due to an event outside of Our control (see Clause 17).
- 15.3 For the purposes of this Clause 15 a breach of the Agreement will be considered 'material' if it is not minimal or trivial in its consequences to the terminating Party. In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.
- 15.4 If at the termination date:
 - 15.4.1 You have made any payment to Us (including, but not limited to, the Deposit, where applicable) for any Plumbing Services We have not yet provided, these sums will be refunded to You as soon as is reasonably possible, and in any event within 14 calendar days of the termination notice. We may, however, deduct from such a refund (or charge You) reasonable compensation for the net costs We will incur as a result of your breaking the Agreement if We terminate it under sub-Clauses 15.2.1, 15.2.2, or 15.2.4.
 - 15.4.2 We have provided Plumbing heating or electrical Services that You have not yet paid for, the sums due will be deducted from any refund

due to You or, if no refund is due, we will invoice You for those sums and You will be required to make payment in accordance with Clause 6.

16. Effects of Termination

16.1 If the Agreement is terminated for any reason:

16.1.1 Any Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement will remain in full force and effect.

16.1.2 Termination will not remove or reduce any right to damages or other remedy which either You or We may have in respect of any breach of the Agreement which exist at or before the date of termination.

17. Events Outside of Our Control (Force Majeure)

17.1 We will not be liable for any failure or delay in performing Our obligations under these Terms and Conditions where the failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to power failure, internet service provider failure, strikes, lockouts, 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, covid-19 or any other event that is beyond Our reasonable control.

17.2 If any event described under this Clause 17 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

17.2.1 We will inform You as soon as is reasonably possible.

17.2.2 Our obligations under the Agreement will be suspended and any time limits that We are bound by will be extended accordingly.

17.2.3 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Plumbing Services as necessary.

17.2.4 You or We may terminate the Agreement (see Clause 15).

18. Liability

18.1 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. 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 Agreement is entered into. We will not be responsible for any loss or damage that is not foreseeable.

18.2 We will maintain suitable and valid insurance including public liability insurance.

18.3 We provide Plumbing heating and electrical Services for domestic and private purposes only. We make no warranty or representation that the Services are

fit for commercial, business or industrial purposes of any kind. (business terms and conditions are also available via the website or on request) We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

- 18.4 If We cause any damage to the Property, we will make good that damage at no additional cost to You. We are not responsible for any pre-existing faults or damage in or to Your property that We may discover while providing the Plumbing Services.
- 18.5 We are not liable for any loss or damage You suffer which results from Your failure to follow any reasonable instructions given by Us or the Plumber.
- 18.6 Nothing in these Terms and Conditions is intended to or will limit or exclude Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.
- 18.7 Nothing in these Terms and Conditions is intended to or will limit Your legal rights as a Consumer under any consumer protection legislation. For more details of Your legal rights please refer to Your local Citizens Advice Bureau or Trading Standards Office.

19. How We Use Your Personal Data (Data Protection)

We will only use Your personal data as set out in Our privacy policy available from the website or on request.

20. Other Important Terms

- 20.1 We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.
- 20.2 We may transfer (assign) Our obligations and rights under the Agreement to a third party (this may happen, for example, if We sell Our business). If this occurs, we will inform You in writing. Your rights under the Agreement will not be affected and Our obligations under the Agreement will be transferred to the third party who will remain bound by them.
- 20.3 You may not transfer (assign) Your obligations and rights under the Agreement without Our express written permission (such permission not to be unreasonably withheld).
- 20.4 The Agreement 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 the Agreement.
- 20.5 If any provision of the Agreement or these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Agreement or these Terms and Conditions and the remainder of the provision in question will not be affected.
- 20.6 No failure or delay by Us or You in exercising any rights under the Agreement means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of the Agreement means that We or You will waive any subsequent breach of the same or any other provision.

21. Regulations and Information

- 21.1 We are required by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e., before You have accepted the Quotation and the Agreement has been signed) except where that information is already apparent from the context of the transaction. We have included the information itself either in the Agreement or Quotation for You to see, or We will make it available to You before the Agreement is signed and you accept the Quotation. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.
- 21.2 As required by the Regulations:
- 21.2.1 all of the information described in sub-Clause 21.1; and
- 21.2.2 any other information which We give to You about the Plumbing, heating and electrical Services, or about Us or Our business which you take into account when deciding to accept the Quotation and sign the Agreement, or when making any other decision about the Plumbing, heating or electrical Services,
- will be a part of the terms of Our contract with You as a Consumer.

22. Law and Jurisdiction

- 22.1 These Terms and Conditions, the Agreement, and the relationship between you and Us (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England & Wales.
- 22.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 22.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 22.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Agreement, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency

**AQUA IGNITE LTD
TERMS AND CONDITIONS
BUSINESS TO BUSINESS**

BACKGROUND:

These Terms and Conditions shall apply to the provision of services by Aqua ignite Ltd to customers that require Aqua ignite services..

1. Definitions and Interpretation

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

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| “Agreement” | means the contract into which the Parties will enter on the Customer’s acceptance of the Quotation and of these Terms and Conditions which shall incorporate, and be subject to, these Terms and Conditions [and which is attached hereto as Schedule 1]; |
| “Agreed Date” | means the date on which the provision of the Services will commence as agreed by the Parties [as evidenced in Schedule 1]; |
| “Agreed Times” | means the times which the Parties shall agree upon during which the Plumber shall have access to the Property to render the Services [as evidenced in Schedule 1]; |
| “Business Days” | means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in England; |
| “Confidential Information” | means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such); |
| “Customer” | means the individual or business that requires the Services subject to these Terms and Conditions and the Agreement; |
| “Final Fee” | means the total of all sums payable which shall be shown on the invoice issued in accordance with Clause 4 of these Terms and Conditions. |
| “Job” | means the complete rendering of the Services; |
| “Order” | means the Customer’s initial request to acquire the Services from the Plumber as set out in Clause 2 of these Terms and Conditions; |
| “Property” | means the Customer’s property or premises, as detailed in the Order and the Agreement, at which the Services are to be rendered; |

| | |
|---------------------|---|
| “Quotation” | means a quotation detailing proposed fees and services supplied to the Customer in accordance with Clause 2 of these Terms and Conditions; |
| “Quoted Fee” | means the Fee which will be quoted to the Customer following the Order which may vary according to the actual work undertaken as set out in Clause 4 of these Terms and Conditions; |
| “Services” | means the Plumbing, heating and electrical services provided by Aqua ignite Ltd as detailed in Clause 5 of these Terms and Conditions; |
| “Visit” | means any occasion, scheduled or otherwise, on which Aqua Ignite Ltd shall visit the Property to render the Services; and |
| “Work Area” | means the part of the Property within which the Services are to be rendered. |

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;

1.2.4 a Schedule is a schedule to these Terms and Conditions;

1.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and

1.2.6 a "Party" or the "Parties" refer to the parties to the Agreement.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

1.4 Words imparting the singular number shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

1.6 References to persons shall include corporations.

2. Orders

2.1 Aqua ignite Ltd accepts orders for our Services through telephone, emails and post..

2.2 When placing an Order the Customer shall set out, in detail, the Services required. Details required include the location and size of the Property,

number and type of rooms in which work is required, the type(s) of work (e.g. piping, installation of appliances etc.). [The Engineer shall provide an order form to the Customer which shall provide prompts for all required information.] [All such details are set out in the Agreement.]

- 2.3 Once the Order is complete and submitted Aqua ignite shall prepare and submit a Quotation to the Customer either by email or first class post which shall set out the required Deposit and Fee, detailed in Clauses 3 and 4 respectively.
- 2.4 The Customer shall be free to make changes to the Order and Quotation prior to acceptance. The Customer may accept the Quotation by telephone, email or first class post.

3. Deposit

- 3.1 At the time of accepting the Quotation or not more than 7 calendar days thereafter the Customer shall be required to pay a Deposit to Aqua ignite. The Deposit shall be 30% quoted fee. Orders shall not be deemed confirmed until the Deposit is paid in full.
- 3.2 Subject to the provisions of Clause 8 the Deposit shall be non-refundable.

4. Fees and Payment

- 4.1 The Quoted Fee shall include the price payable for the Services and for the estimated sundry parts and other products required to render the Services [and is further evidenced in Schedule 1].
- 4.2 Aqua ignite shall use our best and reasonable endeavours to use only the sundry parts and other products (and quantities thereof) set out in the Quotation and the Agreement; however if additional sundry parts and other products are required the Final Fee shall be adjusted to reflect this. Any such increases shall be kept to a minimum.
- 4.3 In the event that the prices of sundry parts and other products or services increase during the period between the Customer's acceptance of the Quotation and the commencement of the Services, Aqua Ignite shall inform the Customer of such increase and of any difference in the Final Fee.
- 4.4 Aqua Ignite shall invoice the Customer when the provision of the Services is complete.
- 4.5 All invoices must be paid within 7 calendar days of receipt by the Customer.
- 4.6 Any sums which remain unpaid following the expiry of the time period set out in sub-Clause 4.5 shall incur interest on a daily basis at 5% above the base rate of Starling Bank obtaining at the time.

5. Services

- 5.1 The Services shall be rendered in accordance with the specification set out in the accepted Quotation and in the Agreement (as may be amended by mutual agreement from time to time).

- 5.2 Aqua Ignite may provide sketches, plans, diagrams or similar documents in advance of the Job. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification of the Job nor to guarantee specific results.
- 5.3 Aqua Ignite shall ensure that the Services are rendered with reasonable care and skill and to a reasonable standard which is commensurate with best trade practice.
- 5.4 Aqua Ignite shall ensure that he complies with any and all relevant codes of practice.
- 5.5 [Aqua Ignite shall properly dispose of all waste that results from his rendering of the Services.]
- 5.6 Time shall [not] be of the essence in the rendering of the Services under these Terms and Conditions or under the Agreement.
- 5.7 Following completion of the Job the Customer shall have a period of 7 calender days within which to inspect the completed work and to notify Aqua Ignite of any defects. Aqua Ignite shall correct such defects at no additional cost to the Customer.

6. Customer's Obligations

- 6.1 If any consents, licenses or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, it shall be the Customer's responsibility to obtain the same in advance of the commencement of the Services.
- 6.2 The Customer shall ensure that the Work Area is kept clear of furniture, fixtures and fittings and out of use for the duration of the Job unless otherwise directed by Aqua Ignite.
- 6.3 The Customer shall ensure that Aqua ignite can access the Property at the Agreed Times to render the Services.
- 6.4 The Customer shall have the option of giving Aqua Ignite a set of keys to the Property or being present at the Agreed Times to give Aqua Ignite access. Aqua Ignite warrants that all keys shall be kept safely and securely.
- 6.5 The Customer shall ensure that Aqua Ignite has access to electrical outlets and a supply of hot and cold running water.
- 6.6 The Customer must give Aqua Ignite at least 24 hours notice if the Engineer will be unable to provide the Services on a particular day or at a particular time. Aqua Ignite will not invoice for cancelled Visits provided such notice is given. If less than 24 hours notice is given Aqua Ignite shall invoice the Customer at his normal rate.

7. Cancellation

- 7.1 The Customer may cancel or reschedule the Job at any time before the Agreed Date. The following shall apply to cancellation or rescheduling:
 - 7.1.1 If the Customer cancels the Job more than 24 hours before the Agreed Date Aqua Ignite shall issue a full refund of all sums paid, including the Deposit.

- 7.1.2 If the Customer reschedules the Job more than 24 hours before the Agreed Date Aqua Ignite shall retain all sums paid, including the Deposit and shall deduct all such sums from any related balance payable on the rescheduled Job.
- 7.1.3 If the Customer cancels the Job less than 24 hours but more than 12 hours before the Agreed Date the Plumber shall refund any sums paid less the Deposit.
- 7.1.4 If the Customer reschedules the Job less than 12 hours but more than 4 hours before the Agreed Date the Plumber shall retain any sums paid including the Deposit and shall deduct all such sums (excluding the Deposit) from any balance payable on the rescheduled Job. A new Deposit shall be payable on the rescheduled Job.
- 7.1.5 If the Customer cancels the Job less than 4 hours before the Agreed Date Aqua Ignite shall retain all sums paid and any outstanding sums shall become immediately payable. No refund shall be issued.
- 7.1.6 If the Customer reschedules the Job less than 2 hours before the Agreed Date Aqua Ignite shall retain all sums paid and any outstanding sums shall become immediately payable. No refund shall be issued and no sums paid will count toward the fees and Deposit payable on the rescheduled Job.
- 7.2 Aqua Ignite may cancel the Job at any time before the Agreed Date and shall refund all sums paid, including the Deposit.

8. Liability, Indemnity and Insurance

- 8.1 Aqua Ignite shall ensure that we have in place at all times suitable and valid insurance which shall include public liability insurance.
- 8.2 Aqua Ignite total liability for any loss or damage caused as a result of its negligence or breach of these Terms and Conditions or of the Agreement shall be limited to £2000,000.
- 8.3 Aqua Ignite is not liable for any loss or damage suffered by the Customer which results from the Customer's failure to follow any instructions given by Aqua Ignite.
- 8.4 Nothing in these Terms and Conditions shall limit or exclude the liability for death or personal injury.
- 8.5 Aqua Ignite shall indemnify the Customer against any costs, liability, damages, loss, claims or proceedings arising out of Aqua Ignite rendering of the Services or any breach of these Terms and Conditions.
- 8.6 The Customer shall indemnify Aqua Ignite against any costs, liability, damages, loss, claims or proceedings arising out of the Customer's failure to meet any of its obligations or any other breach of these Terms and Conditions.

9. Guarantee

- 9.1 Aqua Ignite guarantees that the product of all Services provided shall be free from any and all defects for a period of 12 months following completion of the Job.

- 9.2 If any defects in the product of the Services appear during the guarantee period set out in sub-Clause 9.1 Aqua Ignite shall rectify any and all such defects at no cost to the Customer.

10. **Data Protection**

Aqua Ignite will only use the Customer's personal information as set out in Aqua Ignite's privacy policy available from our website or on request..

11. **Confidentiality**

- 11.1 Except as provided by sub-Clause 11.2 or as authorised in writing by the other Party, each Party shall, at all times during the continuance of the Agreement and for 2 years after its termination:

11.1.1 keep confidential all Confidential Information;

11.1.2 not disclose any Confidential Information to any other party;

11.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;

11.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and

11.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 11.1.1 to 11.1.4 above.

- 11.2 Either Party may:

11.2.1 disclose any Confidential Information to:

11.2.1.1 any sub-contractor or supplier of that Party;

11.2.1.2 any governmental or other authority or regulatory body; or

11.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 11.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 11, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

11.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information which is not public knowledge.

- 11.3 The provisions of this Clause 11 shall continue in force in accordance with

their terms, notwithstanding the termination of the Agreement for any reason.

12. Force Majeure

- 12.1 No Party to the Agreement will be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.
- 12.2 [In the event that a Party to the Agreement cannot perform their obligations thereunder as a result of force majeure for a continuous period of 5 working days, the other Party may at its discretion terminate the Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all Services completed up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of the Agreement.

13. Termination

- 13.1 Either Party may immediately terminate the Agreement by giving written notice to the other Party if:
- 13.1.1 any sum owing to that Party by the other Party under any of the provisions of the Agreement is not paid within 7 Business Days of the due date for payment;
 - 13.1.2 the other Party commits any other breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within 7 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
 - 13.1.3 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
 - 13.1.4 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
 - 13.1.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement);
 - 13.1.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
 - 13.1.7 that other Party ceases, or threatens to cease, to carry on business; or
 - 13.1.8 control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of the

Agreement. For the purposes of this Clause 13, “control” and “connected persons” shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.

- 13.2 For the purposes of sub-Clause 13.1.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
- 13.3 The rights to terminate the Agreement shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

14. Effects of Termination

Upon the termination of the Agreement for any reason:

- 14.1 any sum owing by either Party to the other under any of the provisions of the Agreement shall become immediately due and payable;
- 14.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;
- 14.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the Agreement which exist at or before the date of termination;
- 14.4 subject as provided in this Clause 14 and except in respect of any accrued rights neither Party shall be under any further obligation to the other; and
- 14.5 each Party shall (except to the extent referred to in Clause 11) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information.

15. No Waiver

No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

16. Further Assurance

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Agreement into full force and effect.

17. Costs

Subject to any provisions to the contrary each Party shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the

Agreement.

18. Set-Off

Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the Agreement or any other agreement at any time.

19. Assignment and Sub-Contracting

19.1 [Subject to sub-Clause 19.2] The Agreement shall be personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights thereunder, or sub-contract or otherwise delegate any of its obligations thereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

19.2 [Aqua Ignite shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of Aqua Ignite.]

20. Time

20.1 [The Parties agree that all times and dates referred to in the Agreement shall be of the essence of the Agreement.]

OR

20.2 [The Parties agree that the times and dates referred to in the Agreement are for guidance only and are not of the essence of the Agreement and may be varied by mutual agreement between the Parties.]

21. Relationship of the Parties

Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.

22. Third Party Rights

No part of the Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

23. Notices

23.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

23.2 Notices shall be deemed to have been duly given:

23.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

23.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

23.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

23.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

24. **Entire Agreement**

24.1 The Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

24.2 Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

25. **Counterparts**

The Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

26. **Severance**

In the event that one or more of the provisions of the Agreement and/or of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement and/or these Terms and Conditions. The remainder of the Agreement and/or these Terms and Conditions shall be valid and enforceable.

27. **Dispute Resolution**

27.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.

27.2 [If negotiations under sub-Clause 27.1 do not resolve the matter within 28 working days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (“ADR”) procedure.]

- 27.3 [If the ADR procedure under sub-Clause 27.2 does not resolve the matter within 28 working days of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.
- 27.4 The seat of the arbitration under sub-Clause 27.3 shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties. In the event that the Parties are unable to agree on the arbitrator(s) or the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.]
- 27.5 Nothing in this Clause 27 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.
- 27.6 The decision and outcome of the final method of dispute resolution under this Clause 27 shall [not] be final and binding on both Parties.

28. Law and Jurisdiction

- 28.1 The Agreement and these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 28.2 Subject to the provisions of Clause 27, any dispute, controversy, proceedings or claim between the Parties relating to the Agreement or these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.