

Plumbing & Heating Centre Limited – Terms & Conditions of Trade

1. Definitions		
1.1 "Contract" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to the Contract.	(a) on completion of the Works and/or delivery of the Works and/or Materials;	product supplied in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; and
1.2 PHC means Plumbing & Heating Centre Limited, its successors and assigns or any person acting on behalf of and with the authority of Plumbing & Heating Centre Limited.	(b) by way of progress payments in accordance with PHC's specified progress payment schedule. Such progress payment claims may include the reasonable value of PHC's authorised subcontractors and the value of any Materials delivered to the worksite but not yet installed.	(ii) expand, contract or distort as a result of exposure to heat, cold, weather, and
1.3 "Client" means the person(s), entities or any person acting on behalf of and with the authority of the Client requesting PHC to provide the Works as specified in any proposal, quotation, order, invoice or other documentation; and: (a) if there is more than one Client, is a reference to each Client jointly and severally; and (b) if the Client is a partnership, it shall bind each partner jointly and severally; and (c) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and (d) includes the Client's executors, administrators, successors and permitted assigns.	(c) for certain approved Client's, due twenty (20) days following the end of the month in which a statement is posted to the Client's address or address for notices;	(iii) mark or stain if exposed to certain substances; and (iv) be damaged or disfigured by impact or scratching; and (v) create undesirable smells caused by a system as a result of its normal operation.
1.4 "Works" means all Works (including consultation, manufacturing and/or installation services) or Materials supplied by PHC to the Client at the Client's request from time to time (where the context so permits the terms 'Works' or 'Materials' shall be interchangeable for the other).	(d) the date specified on any invoice or other form as being the date for payment; or (e) if no date is notified on the contract, the date which is seven (7) days following the date of any invoice given to the Client by PHC.	PHC is not insured to remove furniture or fittings and will not do so, nor is PHC licensed to move electrical appliances.
1.5 "Intended Use" means a product and the use thereof, for which the product is intended to be, or is reasonably likely to be, associated with the Works.	At the agreement of both parties, payment of the Price may be subject to retention by the Client of an amount (hereafter called the "Retention Money"), being a set amount or equal to a percentage of the Price. The Client shall hold the Retention Money until the agreed period following completion of the Works during which time all Works are to be completed and/or all defects are to be remedied. Any Retention Money applicable to this Contract is to be dealt with in accordance with Subpart 2A - sections 18(a) to 18(f) of the Construction Contracts Amendment Act 2015.	PHC accepts no responsibility for any damage or performance related problems with any Materials where they have not been used and/or maintained in accordance with PHC's and/or the manufacturers' recommendations.
1.6 "Non-Conforming Building Product" means any associated building products that are regarded as Non-Conforming for an Intended Use if, when associated with the Works: (a) the product is not, or will not be, safe; or (b) does not, or will not, comply with the relevant regulatory provisions; or (c) the product does not perform, or is not capable of performing, for the use to the standard it is represented to conform by or for a person in the chain of responsibility for the product.	Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed between the Client and PHC.	Roofing Risk The Client acknowledges and accepts that choked drains generally indicate pipelines are not fully efficient (i.e. breakages, cracks, negative fall or tree root entry); the drain line cannot be repaired or rectified just by clearing it on its own. Once cleared, PHC cannot give any guarantee against recurrence or further damage. In the event that the Client requests PHC to use drain/pipe unblocking equipment (including but not limited to, CCTV camera or an electric seal), and PHC does not recommend the use of such equipment due to the risk of the equipment becoming lodged or stuck, PHC may require the Client or their agent to authorise commencement of the Works in writing. If the drain/pipe unblocking equipment subsequently becomes lodged or stuck, the Client shall be responsible for the cost of repair, replacement and/or retrieval of said equipment.
1.7 "Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to "Personal Information" as defined in the Privacy Act 1988), driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history and pricing details.	PHC may in its discretion allocate any payment received from the Client towards any invoice that PHC determines and may do so at the time of receipt or at any time afterwards. On any default by the Client PHC may re-allocate any payments previously received and allocated. In the absence of any payment allocation by PHC, payment will be deemed to be allocated in such manner as preserves the maximum value of PHC's Purchase Money Security Interest (as defined in the PPSA) in the Materials.	Plumbing Risk The Client acknowledges and accepts that choked drains generally indicate pipelines are not fully efficient (i.e. breakages, cracks, negative fall or tree root entry); the drain line cannot be repaired or rectified just by clearing it on its own. Once cleared, PHC cannot give any guarantee against recurrence or further damage. In the event that the Client requests PHC to use drain/pipe unblocking equipment (including but not limited to, CCTV camera or an electric seal), and PHC does not recommend the use of such equipment due to the risk of the equipment becoming lodged or stuck, PHC may require the Client or their agent to authorise commencement of the Works in writing. If the drain/pipe unblocking equipment subsequently becomes lodged or stuck, the Client shall be responsible for the cost of repair, replacement and/or retrieval of said equipment.
1.8 "Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website, and can be accessed either by the web server or the client's computer. If the Client does not wish to allow Cookies to operate in the background when using PHC's website, then the Client shall have the right to enable/disable the Cookies first by selecting the option to enable/disable provided on the website, prior to making enquiries via the website.	Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to PHC an amount equal to any GST PHC must pay for any supply by PHC under this or any other agreement for the sale of the Materials. The Client must pay GST, without deduction or set off of any other amounts, at the same time and in the same manner as the Client is required to pay GST, including any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.	PHC's quotation for repairs to existing roofs shall be based only on the replacement of damaged roofing/cladding and/or any other roofing materials and shall not include the replacement of roofing/cladding and/or any other roofing materials with slight imperfections unless authorised by the Client prior to the commencement of the Works. If the Client requests the replacement of roofing/cladding and/or any other roofing materials that have slight imperfections but PHC does not deem to be defective or affect the integrity of the roof then this shall be a variation to the original quotation and clause 6.2 will apply.
1.9 "Acceptance" means the Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of any Works.	Provision of the Works Subject to clause 7.2 it is PHC's responsibility to ensure that the Works start as soon as possible and to complete the Works as quickly as possible.	The Client acknowledges and accepts that: (a) no persons other than those authorised or employed by PHC are to walk on the top of the roof surface for a period of twenty-one (21) days after completion of the job and at no time are any persons permitted to be in the areas of the Works. PHC shall not be liable for any loss, damages, injuries, or costs however arising resulting from the Client's failure to comply with this clause;
2.1 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.	The Works' commencement date will be put back and the completion date extended by whatever time is reasonable in the event that PHC claims an extension of time (by giving the Client written notice) where completion is delayed by an event beyond PHC's control, including but not limited to any failure by the Client to: (a) make a selection of Materials in a timely manner; (b) have the Worksite ready for the Works; or (c) notify PHC that the Worksite is ready.	(b) PHC accepts no liability for any subsequent loss or damage (including, but not limited to, internal water damage) to the Client's property which may occur during the cleaning process where such loss or damage is due to pre-existing faults or leaks;
2.2 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.	At PHC's sole discretion, the cost of delivery is either included in the Price or is in addition to the Price.	(c) it is their responsibility to ensure that any uncompleted areas are kept watertight during construction if there is any delay in the Works due to circumstances beyond the control of PHC (including, but not limited to, waiting on another trade or materials, or weather conditions). PHC will accept no liability whatsoever for any damages caused as a result of the Client's failure to comply with this clause; and
2.3 The Client acknowledges that the supply of Works on credit shall not take effect until the Client has completed a credit application with PHC and it has been approved with a credit limit established for the Works.	PHC may deliver the Works by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	(d) where an anodised surface finish has been selected, slight colour variation may occur between the main unit frame and any installation trims or drainage components used due to the difference in metal alloys available and manufacturing standards and tolerances shall not be deemed to be a defect in the Materials.
2.4 In the event that the supply of Works requested exceeds the Client's credit limit and the Client's account exceeds the payment terms, PHC reserves the right to refuse delivery.	Any time specified by PHC for delivery of the Works is an estimate only and PHC will not be liable for any loss or damage incurred by the Client as a result of delivery being late. However, both parties agree that they shall make every endeavour to ensure the Works to be supplied at the time and place as was arranged between both parties. In the event that PHC is unable to supply the Works as agreed solely due to any action or inaction of the Client, then PHC shall be entitled to charge a reasonable fee for re-supplying the Works at a later time and date, and/or for storage of the Materials.	Electrical Risk In the event that the electrical wiring is required to be re-positioned at the request of any third party contracted by the Client then the Client agrees to notify PHC immediately and PHC agrees to indemnify PHC against any additional costs incurred with such a relocation of electrical wiring. All such variations shall be invoiced in accordance with clause 6.2. It is agreed by the Client that upon the completion of the Works, that: (a) there will be a minimum of 50mm thick polystyrene board insulation installed on top of the slab by the Client's agent and/or third party contractor. In the event that there is any subterranean water within ten (10) feet of the underside of the slab the insulation thickness should be a minimum of 60mm; (b) there must be a minimum of 30mm of concrete poured on top of PHC's tubing (16mm o.d.); and (c) the walls and ceilings are insulated with a minimum equivalent of 100mm of insulation.
2.5 Where the Client is a tenant (and therefore not the owner of the land and premises where Works are to be carried out) then the Client warrants that they have obtained the full consent of the owner for PHC to carry out the Works on the owner's land and premises. The Client acknowledges and agrees that they shall be personally liable for full payment of the Price for the Works provided under this Contract and to indemnify PHC against any claim made by the owner of the premises (howsoever arising) in relation to the provision of the Works by PHC, except where such claim has arisen because of the negligence of PHC when undertaking the Works. Furthermore, the Client agrees that they shall, upon request from PHC, provide evidence that: (a) they are the owner of the land and premises upon which the Works are to be undertaken; or (b) where they are a tenant, that they have the consent of the owner for the Works to be carried out on the land and premises.	Dimensions, Plans and Specifications The Client acknowledges that: (a) all descriptive specifications, illustrations, drawings, data dimensions, and weights stated in PHC's or manufacturer's fact sheets, price lists or advertising material are indicative only and that they have not relied on such information; (b) where the Client acknowledges and agrees that they shall be personally liable for the performance of the Materials, the Client acknowledges that PHC has given these in good faith, and are estimates based on industry prescribed estimates; and (c) PHC shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client. The Client acknowledges and agrees that the event that any of this information provided by the Client is inaccurate, PHC accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information. (i) PHC is entitled to suspend or terminate the supply of Materials or Works to the Client if there is a material change to the scope of work as a result of the Client's inaccurate plan specifications or other information, and Client shall be liable for PHC's costs of de-mobilisation or re-mobilisation of any plant, equipment or staff to or from the Worksite, upon the re-commencement of the Works at the Worksite, if applicable.	Running costs will be reduced where the windows are insulated with full length curtains or drapes. Whilst the final location of the inverter and solar panels is at the discretion of the Client, a charge shall apply as a variation as per clause 6.2, if the Client requests the inverter and solar panels to be installed in a different location other than that agreed upon by both parties.
2.6 In the event that the Client requests the Works urgently, that may require PHC's staff to work outside normal business hours (including but not limited to working, through lunch breaks, weekends and/or Public Holidays) then PHC reserves the right to charge the Client additional labour costs (penalty rates will apply at time and a half normal rates), unless otherwise agreed between PHC and the Client.	All customary building industry tolerances shall apply to the dimensions and measurements of the Works, unless PHC and the Client agree otherwise in writing. Where PHC takes any supply PHC with any design specifications (including, but not limited to CAD drawings) the Client shall be responsible for providing accurate data. PHC shall not be liable whatsoever for any errors in the Works that are caused by incorrect or inaccurate data being supplied by the Client.	(d) The Client acknowledges and accepts that the mains power is required to be isolated in order for PHC to complete the final connection of the solar main switch, the Client agrees to indemnify PHC in respect of all and any liability claims, loss, damage, costs and fines if a power surge is to occur when the power is turned back on.
2.7 PHC will be requested by the Client to diagnose a fault that requires investigation, disassembly and/or testing, all costs involved will be charged to the Client irrespective of whether or not the repair goes ahead.	In the event the Client gives information relating to measurements and quantities of Materials required to complete the Works, the Client acknowledges and agrees that the accuracy of the measurements and quantities, before the Client or PHC places an order based on these measurements and quantities, PHC accepts no responsibility for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	Solar Risk The Client acknowledges and accepts that: (a) the energy generation may be less than estimates due to factors out of PHC control (including, but not limited to, hours of sunlight, cloud cover, weather patterns, the location (geographical or otherwise) of the Works and the location of the inverter and solar panels); (b) some buildings may not have the optimum orientation for the installation of the Materials or components, and therefore understands and accepts that the Materials performance may be compromised in such situations.
2.8 PHC will notify the Client's electricity distributor/retailer of the installation. The electricity distributor/retailer may then require the replacement of the Client's existing power meter, the cost of which shall be the Client's responsibility and is not included in any pricing specified under this Contract.	Risk If PHC retains ownership of the Materials under clause 12 then: (a) where PHC is supplying Materials only, all risk for the Materials shall immediately pass to the Client on delivery and the Client must insure the Materials on or before delivery. Delivery of the Materials shall be deemed to have taken place if PHC has notified the Client of the delivery. (i) the Client or the Client's nominated carrier takes possession of the Materials at PHC's address; or (ii) the Materials are delivered by PHC or PHC's nominated carrier to the Client's nominated delivery address (even if the Client is not present at the address).	(e) remove all existing floor coverings, tacks and staples; (f) fully disclose any information that may affect PHC's installation procedures (including, but not limited to, discolouring, staining or marks in the masonry, extensions of existing slabs, thickened beams, curing compounds that may have been used, or use of concrete over 25mpa); (g) ensure the sub-floor is adequately ventilated and is structurally sound; (h) ensure that the levels of the sub-floor are satisfactory as the floor coverings can not follow the contours of the sub-floor and will not correct unevenness; (i) ensure that a concrete plinth is provided to PHC prior to the commencement of the Works, for any heat pump, with the appropriate dimensions; (j) remove all fragile items such as glassware, crockery, pot plants, furniture and ornaments. Breakages and damages are the responsibility of the Client. All care taken but no responsibility accepted by PHC in this regard; and (k) where PHC is in control of the Works, the Client and/or the Client's third party contractors must initially carry out PHC's Health & Safety induction course before access to the Worksite will be granted. Inspection of the Worksite during the course of the Works will be by appointment only and unless otherwise agreed, in such an event the Client and/or third party acting on behalf of the Client will be responsible for the full range of access to the Worksite.
2.9 PHC will be requested by the Client to diagnose a fault that requires investigation, disassembly and/or testing, all costs involved will be charged to the Client irrespective of whether or not the repair goes ahead.	Notwithstanding the provisions of clause 9.1 if the Client specifically requests PHC to leave Materials outside PHC's premises for collection or to deliver the Materials to the Client, the Client acknowledges and agrees that the Client is responsible for the Materials and it shall be the Client's responsibility to ensure the Materials are insured adequately or at all. In the event that such Materials are lost, damaged or destroyed then replacement of the Materials shall be at the Client's expense.	(l) ensure that the position for all walls, door entrances and concrete cuts are clearly marked prior to the commencement of the Works; (m) remove all existing floor coverings, tacks and staples; (n) fully disclose any information that may affect PHC's installation procedures (including, but not limited to, discolouring, staining or marks in the masonry, extensions of existing slabs, thickened beams, curing compounds that may have been used, or use of concrete over 25mpa); (o) ensure the sub-floor is adequately ventilated and is structurally sound; (p) ensure that the levels of the sub-floor are satisfactory as the floor coverings can not follow the contours of the sub-floor and will not correct unevenness; (q) ensure that a concrete plinth is provided to PHC prior to the commencement of the Works, for any heat pump, with the appropriate dimensions; (r) remove all fragile items such as glassware, crockery, pot plants, furniture and ornaments. Breakages and damages are the responsibility of the Client. All care taken but no responsibility accepted by PHC in this regard; and (s) where PHC is in control of the Works, the Client and/or the Client's third party contractors must initially carry out PHC's Health & Safety induction course before access to the Worksite will be granted. Inspection of the Worksite during the course of the Works will be by appointment only and unless otherwise agreed, in such an event the Client and/or third party acting on behalf of the Client will be responsible for the full range of access to the Worksite.
2.10 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 22B of the Contract and Commercial Law Act 2011 or any other applicable provisions of that Act or any Regulations referred to in that Act.	The Client warrants that any structures to which the Materials are to be affixed are able to withstand the installation thereof and are of suitable capacity to handle the Materials and are not affected by any reason (including the discovery of asbestos, defective or unsafe plumbing or latent or unfavourable soil conditions such as liquefaction residue or risk, unsafe structures) that PHC, or PHC's employees, reasonably form the opinion that the Client's premises is not safe for the Works to proceed then PHC shall be entitled to delay the provision of the Works (in accordance with the provisions of clause 7.2 above) until PHC is satisfied that it is safe for the installation to proceed, PHC may in agreement with the Client bring the property up to a standard suitable for installation to proceed but all such Works undertaken and any additional Materials supplied shall be treated as a variation and be charged for in addition to the Price.	(t) ensure that the position for all walls, door entrances and concrete cuts are clearly marked prior to the commencement of the Works; (u) remove all existing floor coverings, tacks and staples; (v) fully disclose any information that may affect PHC's installation procedures (including, but not limited to, discolouring, staining or marks in the masonry, extensions of existing slabs, thickened beams, curing compounds that may have been used, or use of concrete over 25mpa); (w) ensure the sub-floor is adequately ventilated and is structurally sound; (x) ensure that the levels of the sub-floor are satisfactory as the floor coverings can not follow the contours of the sub-floor and will not correct unevenness; (y) ensure that a concrete plinth is provided to PHC prior to the commencement of the Works, for any heat pump, with the appropriate dimensions; (z) remove all fragile items such as glassware, crockery, pot plants, furniture and ornaments. Breakages and damages are the responsibility of the Client. All care taken but no responsibility accepted by PHC in this regard; and (aa) where PHC is in control of the Works, the Client and/or the Client's third party contractors must initially carry out PHC's Health & Safety induction course before access to the Worksite will be granted. Inspection of the Worksite during the course of the Works will be by appointment only and unless otherwise agreed, in such an event the Client and/or third party acting on behalf of the Client will be responsible for the full range of access to the Worksite.
3. Authorised Representatives	Where PHC gives advice or recommendations to the Client, or the Client's agent, regarding the suitability of the Worksite for the installation of the Materials or similar works and such advice or recommendations are not acted upon then PHC shall require the Client or their agent to authorise commencement of the Works in writing. PHC shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement of the Works.	(b) The Client acknowledges and agrees that it is the Client's responsibility to: (a) ensure that a safety fence is erected around the perimeter of the Worksite to ensure public safety; (c) ensure that the position for all walls, door entrances and concrete cuts are clearly marked prior to the commencement of the Works; (d) ensure that the position for all walls, door entrances and concrete cuts are clearly marked prior to the commencement of the Works; (e) remove all existing floor coverings, tacks and staples; (f) fully disclose any information that may affect PHC's installation procedures (including, but not limited to, discolouring, staining or marks in the masonry, extensions of existing slabs, thickened beams, curing compounds that may have been used, or use of concrete over 25mpa); (g) ensure the sub-floor is adequately ventilated and is structurally sound; (h) ensure that the levels of the sub-floor are satisfactory as the floor coverings can not follow the contours of the sub-floor and will not correct unevenness; (i) ensure that a concrete plinth is provided to PHC prior to the commencement of the Works, for any heat pump, with the appropriate dimensions; (j) remove all fragile items such as glassware, crockery, pot plants, furniture and ornaments. Breakages and damages are the responsibility of the Client. All care taken but no responsibility accepted by PHC in this regard; and (k) where PHC is in control of the Works, the Client and/or the Client's third party contractors must initially carry out PHC's Health & Safety induction course before access to the Worksite will be granted. Inspection of the Worksite during the course of the Works will be by appointment only and unless otherwise agreed, in such an event the Client and/or third party acting on behalf of the Client will be responsible for the full range of access to the Worksite.
3.1 The Client acknowledges that PHC shall (for the duration of the Works) liaise directly with one (1) authorised representative, and that once introduced as such to PHC, that person shall have the full authority of the Client to order any Works and/or to request any variation thereto on the Client's behalf. The Client accepts that they will be solely liable to PHC for all additional costs incurred by PHC (including PHC's profit margin) in providing any Works or variations requested thereby by the Client's duly authorised representative.	PHC shall be responsible for the removal of asbestos product. In the event the Client gives information relating to measurements and quantities of Materials required to complete the Works, the Client acknowledges and agrees that the accuracy of the measurements and quantities, before the Client or PHC places an order based on these measurements and quantities, PHC accepts no responsibility for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	(l) ensure that the position for all walls, door entrances and concrete cuts are clearly marked prior to the commencement of the Works; (m) remove all existing floor coverings, tacks and staples; (n) fully disclose any information that may affect PHC's installation procedures (including, but not limited to, discolouring, staining or marks in the masonry, extensions of existing slabs, thickened beams, curing compounds that may have been used, or use of concrete over 25mpa); (o) ensure the sub-floor is adequately ventilated and is structurally sound; (p) ensure that the levels of the sub-floor are satisfactory as the floor coverings can not follow the contours of the sub-floor and will not correct unevenness; (q) ensure that a concrete plinth is provided to PHC prior to the commencement of the Works, for any heat pump, with the appropriate dimensions; (r) remove all fragile items such as glassware, crockery, pot plants, furniture and ornaments. Breakages and damages are the responsibility of the Client. All care taken but no responsibility accepted by PHC in this regard; and (s) where PHC is in control of the Works, the Client and/or the Client's third party contractors must initially carry out PHC's Health & Safety induction course before access to the Worksite will be granted. Inspection of the Worksite during the course of the Works will be by appointment only and unless otherwise agreed, in such an event the Client and/or third party acting on behalf of the Client will be responsible for the full range of access to the Worksite.
4. Errors and Omissions	PHC shall be responsible for the removal of asbestos product. In the event the Client gives information relating to measurements and quantities of Materials required to complete the Works, the Client acknowledges and agrees that the accuracy of the measurements and quantities, before the Client or PHC places an order based on these measurements and quantities, PHC accepts no responsibility for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	(t) ensure that the position for all walls, door entrances and concrete cuts are clearly marked prior to the commencement of the Works; (u) remove all existing floor coverings, tacks and staples; (v) fully disclose any information that may affect PHC's installation procedures (including, but not limited to, discolouring, staining or marks in the masonry, extensions of existing slabs, thickened beams, curing compounds that may have been used, or use of concrete over 25mpa); (w) ensure the sub-floor is adequately ventilated and is structurally sound; (x) ensure that the levels of the sub-floor are satisfactory as the floor coverings can not follow the contours of the sub-floor and will not correct unevenness; (y) ensure that a concrete plinth is provided to PHC prior to the commencement of the Works, for any heat pump, with the appropriate dimensions; (z) remove all fragile items such as glassware, crockery, pot plants, furniture and ornaments. Breakages and damages are the responsibility of the Client. All care taken but no responsibility accepted by PHC in this regard; and (aa) where PHC is in control of the Works, the Client and/or the Client's third party contractors must initially carry out PHC's Health & Safety induction course before access to the Worksite will be granted. Inspection of the Worksite during the course of the Works will be by appointment only and unless otherwise agreed, in such an event the Client and/or third party acting on behalf of the Client will be responsible for the full range of access to the Worksite.
4.1 The Client acknowledges and accepts that PHC shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s): (a) resulting from an inadvertent mistake made by PHC in the formation and/or administration of this Contract; and/or (b) contained in/informed from any literature (hard copy and/or electronic) supplied by PHC in respect of the Works.	PHC shall be responsible for the removal of asbestos product. In the event the Client gives information relating to measurements and quantities of Materials required to complete the Works, the Client acknowledges and agrees that the accuracy of the measurements and quantities, before the Client or PHC places an order based on these measurements and quantities, PHC accepts no responsibility for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	(l) ensure that the position for all walls, door entrances and concrete cuts are clearly marked prior to the commencement of the Works; (m) remove all existing floor coverings, tacks and staples; (n) fully disclose any information that may affect PHC's installation procedures (including, but not limited to, discolouring, staining or marks in the masonry, extensions of existing slabs, thickened beams, curing compounds that may have been used, or use of concrete over 25mpa); (o) ensure the sub-floor is adequately ventilated and is structurally sound; (p) ensure that the levels of the sub-floor are satisfactory as the floor coverings can not follow the contours of the sub-floor and will not correct unevenness; (q) ensure that a concrete plinth is provided to PHC prior to the commencement of the Works, for any heat pump, with the appropriate dimensions; (r) remove all fragile items such as glassware, crockery, pot plants, furniture and ornaments. Breakages and damages are the responsibility of the Client. All care taken but no responsibility accepted by PHC in this regard; and (s) where PHC is in control of the Works, the Client and/or the Client's third party contractors must initially carry out PHC's Health & Safety induction course before access to the Worksite will be granted. Inspection of the Worksite during the course of the Works will be by appointment only and unless otherwise agreed, in such an event the Client and/or third party acting on behalf of the Client will be responsible for the full range of access to the Worksite.
4.2 In the event such an error and/or omission occurs in accordance with clause 4.1, and is not attributable to the negligence and/or willful misconduct of PHC, the Client shall not be entitled to treat this Contract as repudiated nor render it invalid.	PHC shall be responsible for the removal of asbestos product. In the event the Client gives information relating to measurements and quantities of Materials required to complete the Works, the Client acknowledges and agrees that the accuracy of the measurements and quantities, before the Client or PHC places an order based on these measurements and quantities, PHC accepts no responsibility for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	(t) ensure that the position for all walls, door entrances and concrete cuts are clearly marked prior to the commencement of the Works; (u) remove all existing floor coverings, tacks and staples; (v) fully disclose any information that may affect PHC's installation procedures (including, but not limited to, discolouring, staining or marks in the masonry, extensions of existing slabs, thickened beams, curing compounds that may have been used, or use of concrete over 25mpa); (w) ensure the sub-floor is adequately ventilated and is structurally sound; (x) ensure that the levels of the sub-floor are satisfactory as the floor coverings can not follow the contours of the sub-floor and will not correct unevenness; (y) ensure that a concrete plinth is provided to PHC prior to the commencement of the Works, for any heat pump, with the appropriate dimensions; (z) remove all fragile items such as glassware, crockery, pot plants, furniture and ornaments. Breakages and damages are the responsibility of the Client. All care taken but no responsibility accepted by PHC in this regard; and (aa) where PHC is in control of the Works, the Client and/or the Client's third party contractors must initially carry out PHC's Health & Safety induction course before access to the Worksite will be granted. Inspection of the Worksite during the course of the Works will be by appointment only and unless otherwise agreed, in such an event the Client and/or third party acting on behalf of the Client will be responsible for the full range of access to the Worksite.
5. Change in Control	PHC shall be responsible for the removal of asbestos product. In the event the Client gives information relating to measurements and quantities of Materials required to complete the Works, the Client acknowledges and agrees that the accuracy of the measurements and quantities, before the Client or PHC places an order based on these measurements and quantities, PHC accepts no responsibility for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	(l) ensure that the position for all walls, door entrances and concrete cuts are clearly marked prior to the commencement of the Works; (m) remove all existing floor coverings, tacks and staples; (n) fully disclose any information that may affect PHC's installation procedures (including, but not limited to, discolouring, staining or marks in the masonry, extensions of existing slabs, thickened beams, curing compounds that may have been used, or use of concrete over 25mpa); (o) ensure the sub-floor is adequately ventilated and is structurally sound; (p) ensure that the levels of the sub-floor are satisfactory as the floor coverings can not follow the contours of the sub-floor and will not correct unevenness; (q) ensure that a concrete plinth is provided to PHC prior to the commencement of the Works, for any heat pump, with the appropriate dimensions; (r) remove all fragile items such as glassware, crockery, pot plants, furniture and ornaments. Breakages and damages are the responsibility of the Client. All care taken but no responsibility accepted by PHC in this regard; and (s) where PHC is in control of the Works, the Client and/or the Client's third party contractors must initially carry out PHC's Health & Safety induction course before access to the Worksite will be granted. Inspection of the Worksite during the course of the Works will be by appointment only and unless otherwise agreed, in such an event the Client and/or third party acting on behalf of the Client will be responsible for the full range of access to the Worksite.
5.1 The Client shall give PHC not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax numbers, change of trustees, or business practice). The Client shall be liable for any loss incurred by PHC as a result of the Client's failure to comply with this clause.	PHC shall be responsible for the removal of asbestos product. In the event the Client gives information relating to measurements and quantities of Materials required to complete the Works, the Client acknowledges and agrees that the accuracy of the measurements and quantities, before the Client or PHC places an order based on these measurements and quantities, PHC accepts no responsibility for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	(t) ensure that the position for all walls, door entrances and concrete cuts are clearly marked prior to the commencement of the Works; (u) remove all existing floor coverings, tacks and staples; (v) fully disclose any information that may affect PHC's installation procedures (including, but not limited to, discolouring, staining or marks in the masonry, extensions of existing slabs, thickened beams, curing compounds that may have been used, or use of concrete over 25mpa); (w) ensure the sub-floor is adequately ventilated and is structurally sound; (x) ensure that the levels of the sub-floor are satisfactory as the floor coverings can not follow the contours of the sub-floor and will not correct unevenness; (y) ensure that a concrete plinth is provided to PHC prior to the commencement of the Works, for any heat pump, with the appropriate dimensions; (z) remove all fragile items such as glassware, crockery, pot plants, furniture and ornaments. Breakages and damages are the responsibility of the Client. All care taken but no responsibility accepted by PHC in this regard; and (aa) where PHC is in control of the Works, the Client and/or the Client's third party contractors must initially carry out PHC's Health & Safety induction course before access to the Worksite will be granted. Inspection of the Worksite during the course of the Works will be by appointment only and unless otherwise agreed, in such an event the Client and/or third party acting on behalf of the Client will be responsible for the full range of access to the Worksite.
6. Price and Payment	PHC shall be responsible for the removal of asbestos product. In the event the Client gives information relating to measurements and quantities of Materials required to complete the Works, the Client acknowledges and agrees that the accuracy of the measurements and quantities, before the Client or PHC places an order based on these measurements and quantities, PHC accepts no responsibility for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	(l) ensure that the position for all walls, door entrances and concrete cuts are clearly marked prior to the commencement of the Works; (m) remove all existing floor coverings, tacks and staples; (n) fully disclose any information that may affect PHC's installation procedures (including, but not limited to, discolouring, staining or marks in the masonry, extensions of existing slabs, thickened beams, curing compounds that may have been used, or use of concrete over 25mpa); (o) ensure the sub-floor is adequately ventilated and is structurally sound; (p) ensure that the levels of the sub-floor are satisfactory as the floor coverings can not follow the contours of the sub-floor and will not correct unevenness; (q) ensure that a concrete plinth is provided to PHC prior to the commencement of the Works, for any heat pump, with the appropriate dimensions; (r) remove all fragile items such as glassware, crockery, pot plants, furniture and ornaments. Breakages and damages are the responsibility of the Client. All care taken but no responsibility accepted by PHC in this regard; and (s) where PHC is in control of the Works, the Client and/or the Client's third party contractors must initially carry out PHC's Health & Safety induction course before access to the Worksite will be granted. Inspection of the Worksite during the course of the Works will be by appointment only and unless otherwise agreed, in such an event the Client and/or third party acting on behalf of the Client will be responsible for the full range of access to the Worksite.
6.1 At PHC's sole discretion the Price shall be either: (a) as indicated on invoices provided by PHC to the Client in respect of Works performed or Materials supplied; or (b) PHC's Price at the date of delivery of the Works according to PHC's current price list; or (c) PHC's quoted Price (subject to clause 6.2) which shall be binding upon PHC provided that the Client shall accept PHC's quotation in writing within thirty (30) days.	PHC shall be responsible for the removal of asbestos product. In the event the Client gives information relating to measurements and quantities of Materials required to complete the Works, the Client acknowledges and agrees that the accuracy of the measurements and quantities, before the Client or PHC places an order based on these measurements and quantities, PHC accepts no responsibility for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	(l) ensure that the position for all walls, door entrances and concrete cuts are clearly marked prior to the commencement of the Works; (m) remove all existing floor coverings, tacks and staples; (n) fully disclose any information that may affect PHC's installation procedures (including, but not limited to, discolouring, staining or marks in the masonry, extensions of existing slabs, thickened beams, curing compounds that may have been used, or use of concrete over 25mpa); (o) ensure the sub-floor is adequately ventilated and is structurally sound; (p) ensure that the levels of the sub-floor are satisfactory as the floor coverings can not follow the contours of the sub-floor and will not correct unevenness; (q) ensure that a concrete plinth is provided to PHC prior to the commencement of the Works, for any heat pump, with the appropriate dimensions; (r) remove all fragile items such as glassware, crockery, pot plants, furniture and ornaments. Breakages and damages are the responsibility of the Client. All care taken but no responsibility accepted by PHC in this regard; and (s) where PHC is in control of the Works, the Client and/or the Client's third party contractors must initially carry out PHC's Health & Safety induction course before access to the Worksite will be granted. Inspection of the Worksite during the course of the Works will be by appointment only and unless otherwise agreed, in such an event the Client and/or third party acting on behalf of the Client will be responsible for the full range of access to the Worksite.
6.2 PHC reserves the right to change the Price: (a) if a variation to the Materials which are to be supplied is requested; or (b) if a variation to the Works originally scheduled (including any applicable plans or specifications) is requested; or (c) where additional Works are required due to the discovery of hidden or undetectable activities (including, but not limited to, poor weather conditions, limitations to the Worksite access and/or crawl spaces, prerequisite work by a third party not being completed, inaccurate measurements, plans or specifications supplied by the Client, hard rock or other barriers below the surface, iron reinforcing rods in concrete, or hidden pipes and wiring, etc.) which are only discovered on commencement of the Works; or (d) in the event of increases in the relevant currency exchange rates or increases to PHC in the cost of labour or materials which are beyond PHC's control.	PHC shall be responsible for the removal of asbestos product. In the event the Client gives information relating to measurements and quantities of Materials required to complete the Works, the Client acknowledges and agrees that the accuracy of the measurements and quantities, before the Client or PHC places an order based on these measurements and quantities, PHC accepts no responsibility for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	(l) ensure that the position for all walls, door entrances and concrete cuts are clearly marked prior to the commencement of the Works; (m) remove all existing floor coverings, tacks and staples; (n) fully disclose any information that may affect PHC's installation procedures (including, but not limited to, discolouring, staining or marks in the masonry, extensions of existing slabs, thickened beams, curing compounds that may have been used, or use of concrete over 25mpa); (o) ensure the sub-floor is adequately ventilated and is structurally sound; (p) ensure that the levels of the sub-floor are satisfactory as the floor coverings can not follow the contours of the sub-floor and will not correct unevenness; (q) ensure that a concrete plinth is provided to PHC prior to the commencement of the Works, for any heat pump, with the appropriate dimensions; (r) remove all fragile items such as glassware, crockery, pot plants, furniture and ornaments. Breakages and damages are the responsibility of the Client. All care taken but no responsibility accepted by PHC in this regard; and (s) where PHC is in control of the Works, the Client and/or the Client's third party contractors must initially carry out PHC's Health & Safety induction course before access to the Worksite will be granted. Inspection of the Worksite during the course of the Works will be by appointment only and unless otherwise agreed, in such an event the Client and/or third party acting on behalf of the Client will be responsible for the full range of access to the Worksite.
6.3 Variations will be charged for on the basis of PHC's quotation, and will be detailed in writing, and shown as variations on PHC's invoice. The Client shall be required to respond to any variation submitted by PHC within ten (10) working days. Failure to do so will entitle PHC to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.	PHC shall be responsible for the removal of asbestos product. In the event the Client gives information relating to measurements and quantities of Materials required to complete the Works, the Client acknowledges and agrees that the accuracy of the measurements and quantities, before the Client or PHC places an order based on these measurements and quantities, PHC accepts no responsibility for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	(l) ensure that the position for all walls, door entrances and concrete cuts are clearly marked prior to the commencement of the Works; (m) remove all existing floor coverings, tacks and staples; (n) fully disclose any information that may affect PHC's installation procedures (including, but not limited to, discolouring, staining or marks in the masonry, extensions of existing slabs, thickened beams, curing compounds that may have been used, or use of concrete over 25mpa); (o) ensure the sub-floor is adequately ventilated and is structurally sound; (p) ensure that the levels of the sub-floor are satisfactory as the floor coverings can not follow the contours of the sub-floor and will not correct unevenness; (q) ensure that a concrete plinth is provided to PHC prior to the commencement of the Works, for any heat pump, with the appropriate dimensions; (r) remove all fragile items such as glassware, crockery, pot plants, furniture and ornaments. Breakages and damages are the responsibility of the Client. All care taken but no responsibility accepted by PHC in this regard; and (s) where PHC is in control of the Works, the Client and/or the Client's third party contractors must initially carry out PHC's Health & Safety induction course before access to the Worksite will be granted. Inspection of the Worksite during the course of the Works will be by appointment only and unless otherwise agreed, in such an event the Client and/or third party acting on behalf of the Client will be responsible for the full range of access to the Worksite.
6.4 At PHC's sole discretion a non-refundable deposit may be required.	PHC shall be responsible for the removal of asbestos product. In the event the Client gives information relating to measurements and quantities of Materials required to complete the Works, the Client acknowledges and agrees that the accuracy of the measurements and quantities, before the Client or PHC places an order based on these measurements and quantities, PHC accepts no responsibility for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	(l) ensure that the position for all walls, door entrances and concrete cuts are clearly marked prior to the commencement of the Works; (m) remove all existing floor coverings, tacks and staples; (n) fully disclose any information that may affect PHC's installation procedures (including, but not limited to, discolouring, staining or marks in the masonry, extensions of existing slabs, thickened beams, curing compounds that may have been used, or use of concrete over 25mpa); (o) ensure the sub-floor is adequately ventilated and is structurally sound; (p) ensure that the levels of the sub-floor are satisfactory as the floor coverings can not follow the contours of the sub-floor and will not correct unevenness; (q) ensure that a concrete plinth is provided to PHC prior to the commencement of the Works, for any heat pump, with the appropriate dimensions; (r) remove all fragile items such as glassware, crockery, pot plants, furniture and ornaments. Breakages and damages are the responsibility of the Client. All care taken but no responsibility accepted by PHC in this regard; and (s) where PHC is in control of the Works, the Client and/or the Client's third party contractors must initially carry out PHC's Health & Safety induction course before access to the Worksite will be granted. Inspection of the Worksite during the course of the Works will be by appointment only and unless otherwise agreed, in such an event the Client and/or third party acting on behalf of the Client will be responsible for the full range of access to the Worksite.
6.5 Time for payment for the Works being of the essence, the Price will be		

