

Sinkus Ltd. Terms and Conditions

1. For the purpose of these terms and conditions the following words shall have the meaning as stated below:
 - (a) “The Company” shall mean Sinkus Limited.
 - (b) “The Customer” shall mean a person or organisation for which Sinkus Limited agrees to carry out works and/or supply materials.
 - (c) “Engineer” or “Specialist” shall mean a representative appointed by Sinkus Limited.
2. The company reserves the rights to refuse or decline work at its own discretion. When the Company agrees to carry out works for the Customer those works will be undertaken by the designated specialist of Company at its discretion.
3. Where the Company agrees to carry out hourly or daily rate work the total charge to the Customer shall consist of the cost of materials supplied by the Company (not exceeding the trade purchase price of materials + 15%) and the amount of time spent by the specialist in carrying out works (including all reasonable time spent in obtaining unstocked materials) charged in accordance with the Company’s current hourly/daily rates. The Customer shall only be charged for the time spent related to the Customers work, all other time, breaks etc. is non-chargeable. All charges are subject to VAT at the prevailing rate except in cases where the work carried out is zero rated.
4. Fixed price work shall be given as a firm cost, (manifest errors exempted) including Labour and Materials. A Specialist appointed by the company reserves the right, with Customer’s consent, to continue working past regular daily hours if work requires them to. The Customer will not be charged any additional fees related to this overtime (excluding cases stated in section 5. below). All charges are subject to VAT at the prevailing rate except in cases where the work carried out is zero rated.
5. Where a written estimate has been supplied to the Customer the total Charge to the Customer referred to in the estimate should not exceed the actual time taken by more than 20% but may be revised in the following circumstances:
 - (i) If after submission of the estimate the Customer instructs the Company (whether orally or in writing) to carry out additional works not referred to in the estimate.

- (ii) If after submission of the estimate there is an increase in the price of materials.
 - (iii) If after submission of the estimate it is discovered that further works need to be carried out which were not anticipated when the estimate was prepared.
 - (iv) If after submission of the estimate it is discovered that there was a manifest error when the estimate was prepared.
6. The Company shall not be under any obligation to provide an estimate to the Customer and shall only be bound (subject as hereinafter) by estimates given in writing to the Customer and signed by a duly authorised representative of the Company. The Company shall not be bound by any estimates given orally or in which manifest errors occur.
7. Material Collection.
Collection of non-stock items is chargeable with the Company adhering to these conditions:
- (a) Time must be kept to a minimum and reasonable.
 - (b) If the collection time is likely to exceed 45 minutes the customer must be additionally informed of the circumstances.
 - (c) Only one engineer or specialist is allowed to leave the job to collect parts.
8. Where fixed rate work is carried out the Customer is required to pay the Company an upfront payment of 30% from the total written estimate value. Additional 30% will be payable upon completion of the first fix (this is not required for jobs taking 10 days or less to complete). All remaining invoices are due for payment immediately upon completion/delivery to the Customer. Any part of that invoice which remains unpaid shall carry interest at the rate of 4% over the base rate until payment in full is received by the Company.
9. Where the date and/or time for works to be carried out is agreed by the Company with the Customer, then the Company shall use its best endeavours to ensure that the specialist shall attend on the date and time agreed. However, the Company accepts no liability in respect of the nonattendance or late attendance on site of the specialist/engineer or for the late or non-delivery of materials.
10. The Customer shall accept sole liability to discharge the Company's account unless he/she discloses to the Company when initially instructing the Company to carry out work and/or supply materials that he/she is acting on behalf of a third party (including, but not limited to, a Limited Company or partnership) and receiving a written estimate. In which case the name of the third party appears on the written estimate.

11. If the Customer cancels their instructions prior to any work being carried out or materials supplied then the Customer shall be liable for any related expenditure together with the profit that would have been made by the Company had the work been carried out and/or materials supplied in accordance with such instructions.
12. If, after the Company shall have carried out the works, the Customer is not wholly satisfied with the works then the Customer shall give notice in writing within 12 months to the Company and shall afford the Company, and its insurers, the opportunity of both inspecting such works, and carrying out any necessary remedial works if appropriate. The Customer accepts that if he fails to notify the Company as aforesaid then the Company shall not be liable in respect of any defects in the works carried out.
13. The Guarantee shall be for labour only in respect of faulty workmanship for 12 months from the date of completion with the manufacturer's warranty in force. The Guarantee will become null and void if the work/appliance completed/supplied by the Company is:
 - (a) Subject to misuse or negligence.
 - (b) Repaired, modified or tampered with by anyone other than a Company specialist. The Company will accept no liability for, or guarantee suitability of materials supplied by the Customer and will accept no liability for any consequential damage or fault.
14. The company will not guarantee any work in respect of blockages in waste and drainage systems etc.

The company will not guarantee any work undertaken on instruction from the Customer and against the written or verbal advice of the specialist/engineer. Work is guaranteed only in respect of work directly undertaken by the company and payment in full has been made. Any non-related faults arising from recommended work which has not been undertaken by the company will not be guaranteed. The company shall not be held liable or responsible for any damage or defect resulting from work not fully guaranteed or where recommended work has not been carried out. Work will not carry a guarantee where the customer has been notified by the specialist either verbally or indicated in ticked boxes or in Comments/ Recommendations of any other related work which requires attention. The customer shall be solely liable for any hazardous situation in respect of Corgi Regulations or Gas Warning Notice issued.
15. Where the Company agrees to carry out works on installations of inferior quality or over ten years old at that date no warranty is given in respect of such works and the Company accepts no liability in respect of the effectiveness of such works or otherwise.

16. Engineers operate under their own Corgi Registration and as such are solely responsible for any Gas related work and subsequent liability.
17. The Company shall be entitled to fully recover costs or damages from any specialist/engineer/contractor whose negligence or faulty workmanship results in the Company being made liable for those damages or rectification of the work.
18. These terms and conditions may not be released, discharged, supplemented, interpreted, varied or modified in any manner except by an instrument in writing signed by a duly authorised representative of the Company and by the Customer. Further, these terms and conditions shall prevail over any terms and conditions used by the Customer or contained or set out or referred to in any documentation sent by the Customer to the Company; by entering into a contract with the Company the Customer agrees irrevocably to waive the application of any such terms and conditions.
19. Title to any goods, supplied by the Company to the Customer shall not pass to the Customer but shall be retained by the Company until payment in full for such goods has been made by the Customer to the Company.
Until such time as title in the such goods has passed to the Customer:
 - (i) the Company shall have absolute authority to repossess, sell or otherwise deal with or dispose of all any or part of such goods in which title remains vested in the Company,
 - (ii) for the purpose specified in (i) above, the Company or any of its agents or authorised representatives shall be entitled at any time and without notice to enter any premises in which goods or any part thereof is installed, stored or kept, or is reasonably believed so to be.
 - (iii) the Company shall be entitled to seek a court injunction to prevent the Customer from selling, transferring or otherwise disposing of such goods. Notwithstanding the foregoing, risk in such goods shall pass on delivery of the same to the Customer, and until such time as title in such goods has passed to the Customer, the Customer shall insure such goods to their replacement value and the Customer shall forthwith, upon request, provide the Company with a certificate or other evidence of such Insurance.
20. The Company shall not be liable for any delay or for the consequences of any delay in performing any of its obligations if such delay is due to any cause whatsoever beyond its reasonable control and the Company shall be entitled to a reasonable extension of the time for performing such obligations.
21. The Company shall only be liable for rectifying works completed by the Company and shall not be held responsible for ensuing damage or claims resulting from this or other work overlooked or subsequently requested and not undertaken at that time.

These terms and conditions and all contracts awarded between the Company and Customer shall be governed and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the English Law.