

Terms and Conditions

Effective Date

The effective date of this agreement shall be the date on which the recipient, herein referred to as the "Client," acknowledges receipt and acceptance of these terms and conditions. Acknowledgment may include, but is not limited to, accessing, signing, or confirming acceptance electronically or in writing or by engaging, booking or otherwise using our services.

1. Definitions

"Provider" or "Company": Refers to Searle Plumbing & Heating Services, the entity providing plumbing and heating services as outlined in this Agreement.

"Client" or "Customer": Refers to the individual, business entity, or organization receiving services from the Provider and entering into this Agreement.

"Services": Refers to the plumbing and heating installation, repair, maintenance, or any other services specified in the scope of work or as agreed upon between the Provider and the Client.

"Agreement": Refers collectively to these terms and conditions, including any attached schedules, exhibits, or amendments agreed upon by both parties.

"Invoice": Refers to a document issued by the Provider to the Client detailing the services provided, costs incurred, and payment terms.

"Effective Date": Refers to the date on which this Agreement becomes legally binding upon both parties.

"Notice": Refers to any written communication sent by email, certified mail, or other agreed-upon means to the addresses provided by both parties.

"Termination": Refers to the cessation or ending of this Agreement by either party as outlined in the Termination clause herein.

"Confidential Information": Refers to any proprietary, sensitive, or confidential information exchanged between the parties during the course of performing services under this Agreement.

2. Service Agreement

a. The customer agrees to provide accurate information and access to the premises for service provision.

2.1. Scope of Work:

The Provider agrees to perform plumbing and heating services as described in the attached proposal or as mutually agreed upon by both parties.

2.2. Materials and Equipment:

The Provider will utilize suitable materials and equipment necessary to execute the services efficiently and effectively, unless otherwise specified in writing and agreed upon by the Client.

2.3. Timelines:

The parties shall agree upon a reasonable timeline for service completion. The Provider will make reasonable efforts to adhere to these timelines, barring any unforeseen circumstances or events beyond reasonable control.

2.4. Changes and Additional Work:

Any changes or additional services requested by the Client must be agreed upon in writing by both parties and may result in adjustments to timelines and costs.

3. Satisfaction Guarantee:

3.1 The provider is committed to ensuring your satisfaction with our services. We strive to deliver exceptional plumbing solutions that meet and exceed your expectations.

3.2 Quality Workmanship:

We guarantee that all plumbing services provided by our team will be carried out with the highest standards of quality and professionalism. The engineers are highly skilled and experienced professionals who undergo regular training to stay updated with the latest techniques and technologies in the industry.

3.3 Communication:

We value open and honest communication with our customers. The provider will keep you informed throughout the entire process, from scheduling appointments to completing the job. We encourage you to ask questions and raise any concerns you may have, and we will address them promptly.

3.4 Customer Satisfaction:

Your satisfaction is our top priority. If for any reason you are not completely satisfied with the service provided, please let us know, and we will make every effort to resolve the issue to your satisfaction.

3.5 Follow-Up Support:

After completing the job, the company will try to follow up with you to ensure that everything is functioning as it should. If you encounter any issues or have any questions after our visit, don't hesitate to reach out to us.

3.6 Guaranteed Work:

We stand behind the quality of our workmanship. In the unlikely event that there is a problem with the work we have done, we will return to address it promptly and at no additional cost to you.

3.7 Feedback:

We welcome your feedback as it helps us improve our services. If you have any comments or suggestions on how we can better serve you, please let us know.

4. Service Fees and Payment

- a. The customer shall pay fees as outlined in the quotation provided or as per the agreed-upon terms whether that be in writing or verbally.
- b. Payments shall be made promptly upon completion of services, unless otherwise specified in writing.
- c. Failure to pay within the agreed-upon time may result in additional charges or legal action to recover outstanding amounts.

4.1. Invoicing:

- a. Invoices will be issued upon completion of the plumbing and/or heating services rendered unless otherwise agreed upon in writing.
- b. Invoicing Breakdown: The breakdown of charges on invoices issued by the company will be determined at the sole discretion of Searle Plumbing & Heating Services.
- c. Detailed Charges: While every effort will be made to provide a detailed breakdown of services rendered and associated costs, Searle Plumbing & Heating Services reserves the right to determine the structure and level of detail included in the invoice.
- d. Transparent Invoicing: Searle Plumbing & Heating Services endeavours to maintain transparency in its invoicing practices and will provide a clear and understandable breakdown of charges to the best of its ability.
- e. Discretionary Adjustments: The company may, at its discretion, include or exclude certain line items, provide consolidated charges for services, or use a summary format in the invoice without prior notice.
- f. Explanation of Charges: Upon request, Searle Plumbing & Heating Services will make reasonable efforts to provide explanations or supplementary details regarding the charges included in the invoice.

g. Changes in Invoicing Policy: The company reserves the right to update or modify its invoicing practices or breakdown structure at any time, with or without notice.

4.2. **Payment Due Date:**

a. Payment is due upon receipt of the invoice or 3 days from when the invoice is sent, whichever is shorter unless alternative arrangements have been made and confirmed in writing by both parties. This applies to appointments where the total cost is £1000 or less.

b. If the amount is over £1000 the maximum delay before payment is made is 14 days from the date the project is completed or from when the invoice is delivered, whichever is shorter unless alternative arrangements have been made and confirmed in writing by both parties.

4.2.1. Invoice Delivery: a. The Provider will deliver invoices to the email address provided by the Client at the time of engagement or as updated subsequently by the Client.

b. It is the Client's responsibility to regularly check their email inbox, including spam or junk folders, to ensure receipt of invoices sent by the Provider.

4.2.2. Timely Payment: a. The Client agrees to promptly process and make payment upon receipt of the invoice to ensure timely settlement of outstanding balances.

b. Any delays in payment due to the Client's failure to check their email inbox for received invoices shall not exempt the Client from their obligation to make timely payments.

4.2.3. Notification of Non-Receipt: a. In the event the Client does not receive an expected invoice within a reasonable timeframe, the Client must notify the Provider promptly to rectify the situation and ensure timely payment.

4.2.4. Consequences of Delayed Payment: Failure to make payments within the specified timeframes may result in late payment fees or

additional charges as outlined in the Payment Terms section of the Agreement.

4.3. Accepted Payment Methods:

- a. We accept payments via cash, cheque, bank transfer, or other agreed-upon electronic payment methods.
- b. Details for electronic payments will be provided on the invoice.

4.4. Late Payment:

4.4.1. Late Payment Charges: Payments not received by the agreed-upon due date will incur a late payment fee of 8% over the Bank of England base rate, as specified in the invoice or contract.

4.4.2. Debt Recovery Costs: In the event of late payment, the client shall be responsible for covering any additional costs incurred by Searle Plumbing & Heating Services in the process of debt recovery, including but not limited to:

1. Legal fees and expenses incurred in pursuing the outstanding debt.
2. Costs associated with engaging a debt collection agency or any third-party service to recover the debt.
3. Administrative costs directly related to the collection of overdue payments.

4.4.3. Notification of Additional Costs: Searle Plumbing & Heating Services reserves the right to notify the client in writing regarding any additional costs incurred due to late payment. This notification will detail the nature of the additional costs and the reasons for their imposition.

4.4.4. Responsibility for Additional Costs: The client agrees that any additional costs related to debt recovery shall be added to the outstanding debt and shall be payable by the client in addition to the original overdue amount.

4.4.5. Interest on Additional Costs: Any additional costs incurred as a result of late payment will accrue interest at the rate specified in the Late Payment of Commercial Debts (Interest) Act 1998 or as specified in the contract, starting from the date when the costs were incurred until the full payment, including all additional costs, is made.

4.4.6. Right to Suspend Services: Searle Plumbing & Heating Services reserves the right to suspend services or withhold further services until the outstanding debt, including late fees and additional costs, is settled in full.

4.5. Disputed Charges:

- a. Any disputes concerning the invoice must be raised within 14 days from the invoice date.
- b. The company and the customer agree to work together in good faith to resolve any disputed charges promptly.

4.6. Retention of Title:

- a. Ownership of goods and materials supplied shall not pass to the customer until full payment has been received.

4.7. VAT and Taxes:

- a. All prices quoted are exclusive of Value Added Tax (VAT) unless otherwise stated. VAT will be added at the prevailing rate where applicable.
- b. The customer is responsible for any other taxes or duties imposed in relation to the services provided.

4.8. Payment Plans or Installments:

- a. Payment plans or installment options may be offered under specific circumstances and with prior written agreement between the company and the customer.

4.9. Deposits for Jobs:

4.9.1. Deposit Amount and Timing: a. The Provider may require a deposit from the Client for certain jobs, the amount of which will be communicated to the Client before commencement of the services.

b. The timing for deposit payment shall be outlined in the estimate or proposal provided to the Client, typically required before the initiation of services.

4.9.2. Deposit Use and Allocation: a. Deposits collected will be applied toward the total cost of services outlined in the estimate or proposal.

b. The Provider reserves the right to use the deposit to cover any incurred costs or materials specific to the Client's job.

4.9.3. Refund or Forfeiture of Deposit: a. In the event of cancellation by the Client within the agreed-upon notice period (as specified in the Cancellation Policy), the deposit may be refunded in part or in full, subject to any costs or expenses already incurred by the Provider.

b. Failure by the Client to provide proper notice as outlined in the Cancellation Policy may result in the forfeiture of the deposit to cover incurred costs or as a cancellation fee.

4.9.4. Deposit as Security: a. The deposit does not constitute a penalty but rather serves as security for the Provider's commitment to allocate resources, labour, and materials for the Client's job.

4.9.5. Documentation: a. The Provider shall provide a receipt or confirmation upon receiving the deposit, detailing the amount received and its intended use toward the specified job.;

4.10. Default in Payment:

a. In the event of default in payment, the company reserves the right to take appropriate legal action to recover outstanding amounts.

4.11. Changes to Payment Terms:

a. Any changes to these payment terms must be mutually agreed upon in writing by both parties.

5. Scope of Work

a. The company will execute services in accordance with industry standards and applicable regulations.

b. Any alterations or additions to the initially agreed-upon services must be approved in writing by both parties.

5.1. Service Discretion:

The services offered by the company are provided at the discretion of the company.

5.2. Service Offerings:

The company reserves the right to determine the nature, extent, and methods used in delivering services based on the assessment of the situation, industry standards, and the expertise of our technicians.

5.3. Varied Approaches:

The company may employ various techniques, materials, or approaches to fulfill the service requirements, depending on the specific circumstances and professional judgment.

5.4. Client Consultation:

While the company aims to meet the client's needs, the final determination of the services rendered shall rest with the company, taking into account the best interests of the project or situation.

5.5. Reasonable and Professional Standards:

Services will be performed in line with industry standards and the professional expertise of our team to achieve optimal results.

5.6. Scope Amendments:

Any alterations or modifications to the initially agreed-upon services must be approved in writing by both parties.

5.7. Heating system flushing and cleaning:

5.7.1. Scope of Service: a. The Provider offers heating system flushing services intended to improve the efficiency of heating systems by removing debris and sludge. The Client acknowledges that system flushing involves pressurized water and chemicals to clean the heating system.

5.7.2. Limited Liability: a. The Provider shall exercise reasonable care and expertise while performing the system flushing service. However, the nature of system flushing may unearth pre-existing issues or weaknesses within the heating system.

b. The Provider shall not be held liable for any damage to the heating system, components, or associated property resulting from:

- i. Pre-existing faults or deficiencies within the heating system.
- ii. Conditions or components that are inherently susceptible to damage or failure.
- iii. Failure by the Client to disclose known issues or defects in the system before the commencement of power flushing.

5.7.3. Pre-Service Assessment: a. The Client acknowledges that a pre-service assessment to identify any known issues or vulnerabilities in the heating system is advisable. Any identified concerns should be disclosed to the Provider before the power flushing service begins.

5.7.4 Indemnification: a. The Client agrees to indemnify and hold harmless the Provider from any claims, damages, liabilities, or expenses arising from or related to damage allegedly caused by the system flushing service, except in cases of proven negligence or willful misconduct by the Provider.

5.7.5. Client's Responsibility: a. The Client is responsible for promptly notifying the Provider of any issues or concerns arising after the system flushing service for appropriate follow-up or resolution.

5.8 **Waste Disposal:**

At Searle Plumbing & Heating Services, we prioritize responsible waste management to ensure environmental sustainability and compliance with regulatory standards. Our waste disposal terms and conditions are designed to outline our commitment to safe and ethical waste handling practices.

5.8.1. Compliance with Regulations: We adhere strictly to all local, county, and government regulations governing waste disposal.

5.8.2 Prohibited Materials: Certain materials are strictly prohibited from disposal through our services. These include but are not limited to:

- Hazardous chemicals or substances.
- Biohazardous materials.
- Radioactive materials.
- Asbestos-containing materials.
- Electronic waste (e-waste).
- Liquid waste, unless properly contained and disposed of as per regulations.

5.8.3 Customer Responsibility: Customers are responsible for accurately identifying and segregating waste materials before disposal. Any misrepresentation of waste content may result in refusal of service and additional charges for handling and disposal.

5.8.4 Liability Waiver: While we exercise utmost care in waste handling and disposal, the company shall not be held liable for any damages or losses resulting from the disposal of waste materials, including but not limited to environmental contamination, property damage, or personal injury.

5.8.5 Indemnification: Customers agree to indemnify and hold harmless the company and its employees from any claims, liabilities, damages, or expenses arising out of or related to the disposal of waste materials, including but not limited to legal fees and regulatory fines.

5.8.6 Additional Charges: Additional charges may apply for specialized waste disposal services, including extra handling, transportation, or disposal fees for certain types of waste materials.

5.8.7 Termination of Service: The provider reserves the right to terminate waste disposal services at any time if customers fail to comply with these terms and conditions or if disposal poses a risk to public health, safety, or the environment.

5.8.8 Waste disposal services: The charges for waste disposal services are not included in the standard service fees and will be billed as an additional cost. This applies to the removal and proper disposal of waste materials generated during the provision of our plumbing services.

5.8.9 Estimation and billing: Prior to the commencement of waste disposal activities, our team will assess the volume and nature of waste materials to be disposed of and provide you with an estimate of the additional charges. The final cost will be determined based on the actual amount of waste handled and disposed of.

5.9. Indirectly Caused Issues:

5.9.1. Scope of Service: a. The Provider shall perform services with due care and expertise, aiming to achieve the desired outcome specified in the agreement.

5.9.2. Unforeseen Consequences: a. The Client acknowledges that despite reasonable care, certain unforeseen issues might arise indirectly due to the work performed, such as:

i. Uncovering pre-existing but hidden problems during service.

ii. Unforeseeable complications arising from the property's infrastructure or systems.

iii. Changes in system performance due to other environmental or external factors beyond the Provider's control.

5.9.3. Limitation of Liability: a. The Provider shall not be held liable for indirect, consequential, or incidental damages arising from issues that were not directly caused by the service rendered. This includes, but is not limited to, loss of use, loss of profits, or additional repairs not directly related to the service provided.

5.9.4. Notification and Cooperation: a. The Client agrees to promptly notify the Provider of any issues that may arise after the service. The Provider shall endeavour to address and remedy any directly related problems resulting from the service.

5.9.5. Exclusion of Pre-existing Conditions: a. The Provider is not responsible for issues stemming from pre-existing conditions, inadequate infrastructure, or previously unknown factors not reasonably discoverable during the service provision.

5.9.6. Indemnification: a. The Client agrees to indemnify and hold harmless the Provider from any claims, damages, liabilities, or expenses arising from or related to indirectly caused issues, except in cases of proven negligence or willful misconduct by the Provider

6. Liability and Warranties

a. The company shall not be liable for damages arising from pre-existing issues or improper usage post-service.

b. All warranties are subject to terms specified per service and do not cover damages caused by third-party interference.

6.1. Limitation of Liability:

a. The Provider shall not be liable for any indirect, incidental, consequential, or special damages arising out of or in connection with the services provided, including but not limited to, loss of profits, loss of business, or loss of data.

b. The total liability of the Provider under this Agreement, whether in contract, tort (including negligence), or otherwise, shall not exceed the total fees paid by the Client to the Provider for the specific services provided that gave rise to the claim.

6.2. Indemnification:

a. The Client agrees to indemnify and hold harmless the Provider from any claims, damages, liabilities, costs, or expenses arising from the Client's use of the services, misuse of products supplied, or any breach of the agreement by the Client.

6.3. Workmanship Warranty:

a. The Provider warrants that all services will be performed in a professional manner and in accordance with industry standards.

b. The Provider offers a 1-year warranty on workmanship for services provided. This warranty covers defects arising from workmanship issues, provided that the services have been used and maintained in accordance with the Provider's recommendations.

c. This warranty does not cover damages caused by misuse, alterations, or unauthorized repairs by third parties.

6.4. Product Warranty:

a. The Provider will pass on any applicable warranties provided by manufacturers for products supplied during the service. The terms and conditions of these warranties are subject to the manufacturer's specifications.

b. The Provider will assist the Client in the facilitation of warranty claims for products supplied, provided that the Client adheres to the manufacturer's warranty terms.

6.5. Exclusions:

- a. The warranties provided herein shall be void if the Client fails to make full payment for the services rendered by the Provider.
- b. The Provider shall not be liable for damages resulting from circumstances beyond its reasonable control, including acts of nature, force majeure, or third-party interference.

6.6. Notice of Claims:

- a. Any claims or issues related to warranties must be reported in writing to the Provider within a reasonable period following the discovery of the issue.

7. Cancellations and Rescheduling

- a. The customer must provide reasonable notice for cancellations or rescheduling of services.
- b. The company reserves the right to charge a cancellation fee for late cancellations or no-shows.

7.1. Cancellation Policy:

- a. The Client acknowledges that scheduled appointments for plumbing and heating services require adequate planning and preparation on the part of the Provider.
- b. Any cancellations or changes to scheduled appointments must be communicated to the Provider within a minimum notice period of 2 working days for small appointments of up to 2 hours, 3 working days for appointments over 2 hours but under 8 hours and at least 5 working days for any jobs over a day's labour, unless otherwise specified in writing.
- c. Cancellations made within the specified notice period may not incur any additional charges, except in cases where specific costs have been incurred

by the Provider due to the scheduled service such as the purchase of required materials to complete the works and/or any custom made/ordered materials that cannot be returned. These will be charged in full.

d. Cancellations made outside the specified notice period or without proper notification may result in the Client being responsible for a cancellation fee equivalent to £25 for smaller appointments of up to 2 hours, £50 for appointments of between 2 hours and 8 hours, and for appointments of a day's labour or more, £100 plus any material costs (in full) for parts that can't be returned to suppliers or that have been custom made or ordered for the job at hand or as agreed upon in writing.

7.2. Rescheduling:

a. The Provider understands that unforeseen circumstances may arise, requiring the rescheduling of appointments.

b. The Client may request to reschedule a service appointment by providing reasonable notice to the Provider.

c. The Provider will make reasonable efforts to accommodate rescheduling requests, subject to availability and without incurring additional charges, provided the Client adheres to the agreed-upon notice period for rescheduling.

d. The Provider reserves the right to charge a rescheduling fee or adjust the service timeline if the rescheduling request is made outside the agreed-upon notice period or if repeated rescheduling affects the Provider's scheduling commitments.

7.3. Emergency Situations:

a. In cases of genuine emergencies or unforeseen circumstances that prevent the Client from providing adequate notice for cancellation or rescheduling, the Provider will make reasonable efforts to accommodate the situation without imposing additional charges, subject to the Provider's discretion.

7.4. Changes to Terms:

a. The Provider reserves the right to update or modify the cancellation and rescheduling terms with reasonable notice to the Client. Such changes will be communicated in writing and will apply to future service appointments.

8. Health and Safety

8.1. Worksite Safety:

a. The Provider shall ensure that all work is performed in compliance with applicable health and safety regulations and industry best practices.

b. The Provider's personnel will maintain a safe and hazard-free working environment to the best of their ability while on the Client's premises.

8.2. Protective Measures:

a. The Provider's personnel will use appropriate personal protective equipment (PPE) and follow safety protocols during service provision.

b. The Client agrees to provide necessary access to areas requiring service and ensure a safe environment for the Provider's personnel during service delivery.

8.3. Emergency Procedures:

a. The Provider will communicate emergency procedures to its personnel and the Client's representatives in the event of accidents, injuries, or emergencies during service provision.

b. The Client agrees to report any safety hazards or concerns promptly to the Provider for immediate attention.

8.4. Handling of Hazardous Materials:

a. The Provider shall handle and dispose of hazardous materials, if encountered during service provision, in accordance with relevant laws and regulations.

b. The Client agrees to disclose any known hazardous materials or substances present on the premises that may pose a risk to the Provider's personnel during service provision.

8.5. Training and Compliance:

a. The Provider's personnel are trained to perform their duties safely and adhere to safety standards while on-site.

b. The Client agrees to comply with safety instructions provided by the Provider's personnel during service provision.

8.6. Liability:

a. While the Provider takes every reasonable precaution to ensure safety, the Client acknowledges that certain inherent risks may exist and agrees not to hold the Provider liable for accidents, damages, or injuries unless caused by the Provider's negligence or willful misconduct.

8.7. Documentation and Records:

a. Both parties agree to maintain necessary documentation and records related to health and safety compliance as required by applicable laws and regulations.

9. Dispute Resolution

9.1. Negotiation:

a. In the event of any dispute or disagreement arising from this Agreement, both parties agree to first attempt to resolve the issue amicably through good-faith negotiations.

b. The parties shall provide written notice of the dispute to the other party, outlining the nature of the issue and proposing a resolution.

9.2. Mediation:

a. If the dispute cannot be resolved through negotiation within a reasonable period, both parties agree to engage in mediation facilitated by a neutral third-party mediator agreed upon by both parties.

b. The mediator's fees and expenses shall be shared equally between the parties unless otherwise agreed.

c. The mediation sessions will be confidential and without prejudice to the rights of either party in any future proceedings.

9.3. Arbitration or Litigation:

a. If mediation does not lead to a resolution, any unresolved disputes shall be referred to arbitration or, if necessary, to a court of competent jurisdiction.

b. The parties agree that any legal action arising from the dispute will be subject to the exclusive jurisdiction of the courts located in England and Wales and waive any objections to venue.

9.4. Continued Performance:

a. Both parties agree to continue performing their respective obligations under this Agreement while the dispute resolution process is ongoing, except where such obligations are directly related to the subject matter of the dispute.

9.5. Costs:

a. Each party shall bear its own costs incurred in connection with the dispute resolution process, except as otherwise determined by a mediator, arbitrator, or court.

9.6. Waiver of Jury Trial:

a. Both parties hereby waive any right to a trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement or the subject matter hereof.

10. Termination

10.1. Termination by Either Party:

a. Either party may terminate this Agreement by providing written notice to the other party in accordance with the agreed-upon notice period, which shall not be less than 2 working days in the case of appointments of 2 hours or less, 3 working days for appointments of between 2 hours and 8 hours, and 5 working days for any work above a day's labour, except in cases of material breach or as otherwise specified herein.

b. Upon termination, both parties shall fulfill any outstanding obligations accrued up to the effective termination date, unless otherwise agreed upon in writing, including any materials costs and/or custom-made materials which cannot be returned.

10.2. Material Breach:

a. In the event of a material breach of this Agreement by either party, the non-breaching party shall have the right to terminate this Agreement immediately upon providing written notice to the breaching party.

b. Material breaches include but are not limited to failure to make payments, violation of confidentiality provisions, or substantial failure to perform obligations outlined in this Agreement.

10.3. Consequences of Termination:

a. Upon termination, the Client shall promptly settle any outstanding payments for services rendered up to the termination date as per the terms specified in the Agreement.

b. The Provider shall cease provision of services as of the termination date and, if requested, provide a final invoice detailing the completed services up to the termination date.

10.4. Return of Property:

a. Upon termination, any property, materials, or equipment belonging to either party in possession of the other shall be returned promptly and in good condition.

10.5. Survival of Certain Clauses:

a. Termination of this Agreement shall not affect the survival of clauses related to confidentiality, indemnification, liability, or any other provisions intended to survive termination.

11. Amendments

11.1. Written Modifications:

a. Any modifications, amendments, or changes to this Agreement shall be valid and enforceable only if made in writing and signed by both parties.

11.2. Notice of Proposed Amendments:

a. Either party may propose amendments to this Agreement by providing written notice to the other party outlining the proposed changes.

b. Both parties agree to engage in good-faith discussions regarding proposed amendments within a reasonable period after receiving the notice.

11.3. Mutual Agreement:

a. Amendments to this Agreement shall require the mutual agreement of both parties and shall be considered an integral part of this Agreement once duly executed in writing by authorized representatives of both parties.

11.4. Specificity of Amendments:

a. Any amendments made to this Agreement shall clearly identify the sections or provisions being amended and provide the modified language.

11.5. Effect of Amendments:

a. Upon execution of the amended Agreement, the amendments shall supersede and replace any conflicting or inconsistent provisions in the original Agreement, unless expressly stated otherwise.

11.6. No Waiver:

a. Failure by either party to enforce any provision of this Agreement or amendments thereto shall not constitute a waiver of future enforcement of that provision or any other provision.

12. Governing Law

a. This agreement shall be governed by and construed in accordance with the laws of England and Wales.

12.1. Applicable Law:

a. This Agreement shall be governed by and construed in accordance with the laws of England and Wales, excluding its conflict of law provisions.

12.2. Jurisdiction and Venue:

a. Any disputes arising from or related to this Agreement shall be subject to the exclusive jurisdiction of the courts located in England and Wales.

b. Both parties hereby submit to the exclusive jurisdiction of the courts in England and Wales for any legal action arising from or related to this Agreement, waiving any objections to venue.

12.3. Consistent Interpretation:

a. All provisions of this Agreement shall be interpreted consistently with England and Wales laws to the fullest extent permitted by law.

12.4. Alternative Dispute Resolution:

a. Despite the specified jurisdiction, the parties agree to attempt to resolve any disputes through mediation or arbitration before pursuing litigation in court, as outlined in the Dispute Resolution clause herein.

12.5. Effect of Governing Law:

a. The choice of governing law shall apply to the entire Agreement, including its validity, interpretation, construction, and performance.

By engaging, booking, or otherwise using the services provided by Searle Plumbing & Heating Services, you acknowledge and agree to abide by the terms and conditions outlined herein. Your use of our services constitutes your acceptance of these terms and forms a legally binding agreement between you (the customer) and Searle Plumbing & Heating Services. If you do not agree to these terms, please refrain from using our services.