

Terms and Conditions

1.0 In these terms and conditions, the “customer” means the person for whom the works are to be carried out for by UK Plumbing Contractors, and the “Company” means UK Plumbing Contractors Limited.

“Contract” means the agreement between the company and the customer either verbally or written.

“Works” means the appropriate job agreed by the company and customer.

Acceptance of works.

2.0 The company reserves the right to refuse or decline any work at its own discretion. Where the company agrees to undertake works for the customer this will be done so by authorised representatives of the company only.

Fees and charges.

3.0 The company charges a minimum one hour call out fee for all appointments, regardless of the time taken and the works carried out. If for any reason we are unable to complete any works in our attendance the minimum one hour call out fee is still applicable as well as any additional labour time, materials and parts used (where applicable).

3.1 All charges are subject to VAT at the prevailing rate.

Quotes and fixed price work

4.0 Any quote supplied by the company is subject to withdrawal at any time before receipt of an unqualified acceptance from the customer. Quotes are only valid for 90 days and will be withdrawn if not accepted within this time period.

4.1 The company reserves the right to increase the price prior to any works being carried out, equivalent to the increase of the cost to the company including additional materials, labour, equipment hires and transport since the date of the provided quote. Any increase will be provided to the customer either written or verbally. If the increased price exceeds the quoted price by more than 10% the customer reserves the right to cancel the contract, provided the customer does so prior to any works commencing (including the order of materials).

4.2 Any quote provided by the customer may be revised in the following circumstance:

4.2a If after the submission of the quote by the company the customer instructs the company (whether written or verbally) to provide additional works or services not referenced or detailed within the quote.

4.2b If following the submission of the quote by the company, there is an increase of the cost of materials that need to be supplied.

4.2c If following the submission of the quote by the company it is discovered that further works and services are required which had not been anticipated.

4.2d If following submission of the quote, it is discovered that there was a manifest error when the quote was prepared.

4.3 The company will not be under any obligation to provide a quote to the customer. The company will only be bound to accepted quotes provided in writing within the first 90 days of providing the quote. The company will not be bound to any quote provided verbally.

4.4 The customer will reimburse the company for any and all expenses incurred (including labour, materials and equipment hire) upon acceptance of a quote which is subsequently cancelled by the customer.

4.5 The company reserves the right to make a charge for the collection of materials, parts and equipment from any supplier, except where a quote has been provided beforehand. If the collection of said materials takes part whilst the company is on site, the time taken for this will be treated as part of the works and will be charged at the applicable rate.

Prices and Payment

5.0 Any prices or rates advised are subject to VAT at the prevailing rate.

5.1 Should an accepted quote provided by the company exceeds £500 a 50% deposit will be required to secure the booking and any materials needed.

5.2 Final invoices are due for payment immediately upon satisfactory completion of works carried out unless the company has agreed otherwise in writing prior to any works commencing.

5.3 Where the customer is represented by a third-party person(s) or agent(s), (such as a managing agent, landlord, tenant, or other occupier, friend, family, contractor or other representative), in the event of non-payment by the customer, the third part will be responsible for the full payment unless the company has agreed otherwise in writing prior to any works commencing.

Illustration and description of works

6.0 Any illustrations, description and imagery either displayed on the company's website, in marketing materials (both offline and online), catalogues, price lists or other, are intended merely to present a general idea of the works and services provided by the company and no part of these shall form part of any contract.

Inspection, Delivery and completion of works.

7.0 The Company will advise the customer of the date and time for the works to be carried out. The company will always endeavour to ensure they maintain this schedule and that their operatives attend on the agreed time, however the company accepts no liability in respect of late/non-attendance at any site, or for the late/non-delivery of any equipment or materials. All times provided by the company are estimates only.

Indemnity

8.0 The customer shall indemnify the company against any and all actions, claims, demand, suits, losses, costs, expenses and charges which the company may suffer or incur in connection with a claim by a third party, resulting from a breach of the customers obligation, undertakings and representations and warranties in connection with this contract.

Limitation of liability

9.0 The company's liability shall be limited to:

9.0a The repair or making good of any defect pursuant to its undertaking in paragraph 10.0 below.

9.0b Liability for personal injury or death resulting from negligence in the course of carrying out the company's duties.

9.0c The reasonable costs of repair or reinstatement of damage or any loss to the customers property, should this result from the negligence of the company or its employees, agents or sub-contractors, and the customer incurs such costs.

9.0d The company will not hold any responsibility for any damage suffered to a part of any property where the damage is in whole or in part a consequence of a defect or weakness in that part of the property.

9.0e The company will not hold any responsibility for any damage caused whilst investigating and repairing any plumbing, gas or drainage work, including blockages. This includes but is not limited to; the removal of bathroom suites, panels or furniture, tiles and flooring, coverings (carpets, rugs, laminate, wood, tiles etc) internal and external walls where pipework is/has to be routed and other damages as a result.

9.0f If damage to plaster and brickwork is caused it will be the customer's responsibility to make good. We cannot accept responsibility for any damage to wallpaper, paintwork, tiles, carpet, furniture etc. Any silicone work does not carry any guarantee.

9.0g It is the responsibility of the customer to protect items of furniture, furnishings, fixtures and fittings. The company will make reasonable efforts to cause no damage to the customers property. It is suggested that the customer remove items that are considered to be a problem. If such items remain within the working area it is the responsibility of the customer to cover such items.

9.1 The company will not be liable for any existing plumbing and/or heating parts/materials either installed/fitted by the customer or other contractor.

9.2 The company will not be liable for any existing heating/plumbing appliances/materials including but not limited to existing cylinders and boilers whether the company has relocated this item or not as instructed by the customer.

9.3 The company will not be liable for any further faults that may occur after a suggested repair is carried out by the company, this includes but is not limited to installing a part in a boiler that the company's representative has advised will repair the boiler and another fault occurs.

9.4 The company will not be liable for damages that are caused by severe weather circumstances this includes but is not limited to, frozen pipes or components and any damage that is caused as a result of this.

Defects

10.0 Subject to paragraph 9.0 and the exclusions listed below, the company undertakes to make good and repair any defect in completed work, which appears within one year of the completion date, to the extent that such defect arises from a breach of the company's obligations under this contract.

All defects must be notified to the company in either in writing or verbally within this period, and the company and its insurers must be provided the opportunity to inspect the work and any alleged defect.

This inspection shall only apply to the work carried out and completed by the company that has been paid in full by the customer.

Following the inspection and if it transpires the alleged defect is not the result of any work or service carried out or provided by the company, the company reserves the right to make a charge to the customer for the inspection visit at its standard rate.

The company reserves the right to not carry out any work where the customer cannot provide sufficient evidence that the work was originally carried out by the company, or where full payment has not been received for said work.

Exclusions are:

10.0a Any parts or materials supplied by the company will only be provided with the manufacturers or supplies guarantee and are not guaranteed by the company.

10.0b Any systems or structures that have not been installed by the company.

10.0c Any defects resulting from the misuse, wilful act or faulty workmanship by the customer or any other third party working for or under the direction of the customer.

10.0d Any structural defects, such as but not limited to subsidence and its resultant effect.

Permits, Licenses, Regulations and other consents/access

11.0 It is the customer's duty to ensure suitable permission, permits, licenses and all other consents from the owner/landlord/agent/organisation, and/or planning permission where applicable is obtained prior to installation work being carried out by the company. If this has not been obtained and in the event of any equipment supplied or installed requiring removing, or repositioning extra charges will be incurred.

11.1 The customer shall provide clear access to enable the company to undertake works, should the company be unable to complete any/all works due to insignificant/no access any return visits would incur a charge to the customer at the standard rate.

11.2 Should access be needed where boxing, tiles, panels, coverings etc are obstructing the company from undertaking any works required, the company is not liable for any damage caused to these items.

11.2 Any parking permits that are required are the responsibility of the customer to obtain and any parking charges incurred are also the responsibility of the customer.

11.3 The customer shall obtain permission for the company to proceed over property belonging to neighbours or third parties if necessary. The customer shall indemnify the company in all aspects of claim from neighbouring/third party properties arising out of the presence of the company or its employees'/representatives.

11.4 The customer will at all times ensure the environment is safe for the company and its employees/representatives for the purpose of carrying out the works.

11.5 By instructing the company to proceed with any works as agreed, it is thought by the company the customer has sought the necessary permission as set out above, The customer will be liable to the company for all loss and damage whether indirect, direct or consequential which has suffered by the company as a result of the failure or delay of the customer in performing the obligation detailed above.

Force Majeure

12.0 The company will use all reasonable effort to carry out work on time and within schedule but shall not be liable to the customer or any third party if the works prove impossible due to events or circumstances beyond the company's control.

Cancellation

13.0 If the customer cancels any contract with the company, without the companies consent, the customer agrees to indemnify the company against any and all loss, damage, claims or actions arising as a result of such cancellation, unless otherwise agreed in writing, and is without prejudice to the company's right to payment in accordance with paragraph 5.0.

Removal of waste and materials

14.0 The company is not responsible for the removal of any waste materials unless agreed with the customer in writing. The customer is responsible for the removal of any/all waste materials resulting from the works carried out by the company, unless otherwise agreed in writing with the company.

Frozen Pipes

15.0 The company will not be liable for any fractures found in frozen pipes attend by the company and cannot guarantee to clear blockages occurring within frozen pipes or drainage systems.

Guarantees

16.0 Any guarantees provided by the company shall be for the labour only, in respect of faulty workmanship from 12 months of the date of completion, any parts, equipment or components supplied by the company will be covered by their respective manufactures or suppliers warranty.

16.1 The companies guarantee will become null and void if the work/appliance completed/supplied by the company is:

- Subject to misuse or negligence
- Repaired, tampered with or modified by anyone other than a company/representative. The company accepts no liability for (or guarantee suitably for) materials supplied by the customer or other third parties and will not accept liability for any damage or faults as a result.

16.2 The company is unable to guarantee any work in respect of blockages in waste and drainage systems.

16.3 The company is unable to guarantee any work which has been undertaken on instruction by the customer, against the companies/operative advice/recommendation.

16.4 The company will not be liable or responsible for any damage or defect arising from work not fully guaranteed or where recommended work had not been carried out.

16.5 The company will not guarantee work where the customer has been notified whether written or verbally by the company of any related work which requires attention.

16.6 The customer shall be solely liable for any hazardous situation in respect of Gas Safe regulations, or gas warning notice issued, unless otherwise caused by our Gas Safe operative.

Business hours

17.0 The company's business hours are Monday through to Friday 9am-5pm excluding bank holidays and the Christmas close down. The company will not be available any other times other than during the business hours.

Nothing in these term and conditions is intended to remove your rights regarding the quality of our work or relating to faulty or mis described goods that are supplied as part of our service.

