



Terms & Conditions

1. Acceptance of Work

Plumbright Heating & Plumbing Services Ltd reserves the right to refuse or decline any work at its own discretion.

2. Call Out Fee & Charges

Plumbright Heating & Plumbing Services Ltd reserves the right to charge a minimum 1 hour call out fee for all appointments, whether or not any work is carried out. If for any reason we are unable to carry out works during attendance, the minimum 1 hour call out fee would still be payable for our attendance, plus the cost of any additional labour time over the first hour, and parts/materials if used.

The minimum 1 hour call out fee is charged irrespective of the work being completed in less than this time. All jobs are either fixed price labour, as quoted, unless further works are deemed necessary as highlighted in section 3, or at a reduced hourly rate. Surveys are carried out free of charge.

Out of hours services which include but are not limited to evenings after 4.30pm, weekends and any public holidays are subject to an increased hourly rate unless otherwise specified beforehand.

3. Cost Estimates

Quotations are valid for 1 month. If acceptance has not been received by then, the estimate can be withdrawn.

Unless otherwise stated, this is a Time & Materials estimate which does not constitute a firm or fixed price. The estimate defines a likely minimum cost based upon the visual inspection of the site and the work involved. The cost may therefore increase if unforeseen circumstances arise. In this case, you will be advised in writing of any increase prior to any further work being carried out and you then have the right to cancel this contract.

Plumbright Heating & Plumbing Services Ltd has the right to cancel this contract if;

- After the submission of this estimate, you request or instruct Plumbright Heating & Plumbing Services Ltd to provide additional works or services not referenced or detailed within this estimate;
- There is an increase in the cost of materials prior to the work being carried out;

- Following the submission of this estimate, it is discovered further works and services need to be carried out which had not been anticipated;
- Following submission of the estimate or works carried out, it is discovered that there was a manifest error when the estimate was prepared.

You will reimburse Plumbright Heating & Plumbing Services Ltd for any and all expenses incurred (including labour, materials and equipment hire) if this work is subsequently cancelled by you.

4. Prices and Payment

All invoices are due for payment immediately upon completion of works or delivery to the customer.

All appointments made for works to be carried out are done so with payment due immediately upon completion / delivery of invoice.

Where any services or works provided by Plumbright Heating & Plumbing Services Ltd is subject to snagging, you agree to make payment of 95% of the total invoice amount immediately following completion of work. You must then provide access without delay to allow the snagging to be finalised and completed. Payment for the remaining 5% balance will be due following completion of the snagging by Plumbright Heating & Plumbing Services Ltd.

If you are 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, the third party will be responsible for full payment unless Plumbright Heating & Plumbing Services Ltd has agreed otherwise in writing prior to any works commencing.

For any late payments whether in part or in full of an invoice, these will be subject to the daily interest rate of 3% over the base rate, until the payment in full is received.

Plumbright Heating & Plumbing Services Ltd will be under no obligation to provide or issue any guarantees, certificates or other similar documents to the customer for works, unless payment has been made and received in full.

5. Completion of Work

Plumbright Heating & Plumbing Services Ltd will advise you of the date and time for the work to be carried out and will always endeavour to ensure they maintain this schedule and that they attend at the agreed time. However, Plumbright Heating & Plumbing Services Ltd 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, including completion times, provided by Plumbright Heating & Plumbing Services Ltd are estimates only.

6. Defects

Subject to the exclusions listed below, Plumbright Heating & Plumbing Services Ltd undertakes to make good and repair any defect in completed work, provided that;

- It is agreed and that there is clear evidence that Plumbright Heating & Plumbing Services Ltd carried out the original work and that the alleged defect can be attributed to this work;
- The defect is reported within 46 hours of the original completion date;

- Plumbright Heating & Plumbing Services Ltd is given the time to inspect the work and correct any alleged defect;
- This inspection shall only apply to work carried out and completed by Plumbright Heating & Plumbing Services Ltd that has been paid in full by the customer.

Following the inspection, if it transpires the alleged defect is not the result of any work or service carried out or provided by Plumbright Heating & Plumbing Services Ltd, we reserve the right to make a charge to the customer for the inspection visit at its standard rate.

Plumbright Heating & Plumbing Services Ltd cannot be responsible for;

- Any parts or materials supplied with the manufacturers or suppliers guarantee or any parts that are paid for or supplied directly from the customer;
- Any systems or structures which it has not installed;
- Any defects resulting from the misuse, wilful act or faulty workmanship by you or any other third party working for or under the direction of the customer;
- Any structural defects, such as but not limited to subsidence and its resultant effect;
- Any damage to drainage systems caused by any outside force or root penetration.

7. Indemnity

You shall indemnify Plumbright Heating & Plumbing Services Ltd against any and all actions, claims, demands, suits, losses, costs, expenses and charges which it may suffer or incur in connection with a claim by a third party, resulting from a breach of the customers obligations, undertakings and representations and warranties in connection with this contract.

8. Limitation of Liability

Plumbright Heating & Plumbing Services Ltd.'s liability shall be limited to:

- The repair or making good of any defect pursuant to its undertaking in section 8 below and subject to section 5 above;
- Liability for personal injury or death resulting from negligence in the course of carrying out its work;
- The reasonable costs of repair or reinstatement of damage or any loss to your property, should this result from the negligence of Plumbright Heating & Plumbing Services Ltd.

Plumbright Heating & Plumbing Services Ltd 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.

Plumbright Heating & Plumbing Services Ltd will not hold responsibility or liability for damage caused whilst investigating and repairing any plumbing, gas or drainage work, including blockages. This includes but not limited to; the removal of bathroom suites, panels or furniture, tiles and tiling, floor coverings (carpet, rugs, laminate, wood, tiles etc), internal and external walls where pipework is/has to be routed and other damages as a result.

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.

It is your responsibility to protect items of furniture, furnishings, fixtures and fittings. We will make reasonable efforts not to cause damage. It is suggested that the customer remove items that are

considered to be a problem. If items remain within the working area or access areas, it is the responsibility of the customer to protect such items.

Plumbright Heating & Plumbing Services Ltd will endeavour to protect any vehicles parked within work or access areas from damage, dust or other contaminants, but it is the responsibility of the customer to remove such vehicles from the area before work commences. If a vehicle remains within any work or access areas Plumbright Heating & Plumbing Services Ltd will not be held liable.

9. Guarantee Of Works

Plumbright Heating & Plumbing Services Ltd will guarantee works for 6 months. This does not include defective parts which will be referred to the manufacturers own warranty. If an item installed by Plumbright Heating & Plumbing Services Ltd is or becomes defective and is not attributed to the installation provided by Plumbright Heating & Plumbing Services Ltd then further costs may be applied to remove any defective item and install any replacement provided by the manufacturer, unless the manufacturer provides free fitting of any defective part by their own engineers. Apart from new boilers, the customer is responsible for registering any products supplied that require registration to invoke the manufacturers guarantee / warranty. It also does not include the wear and tear of perishable items such as, but not limited to, O-rings and washers.

10. Installation Of Boilers

All installations of boilers are subject to the terms set out in section 6. Any inherent faults within the boiler will be referred to the **manufacturer** for repair under the terms of their warranty period.

Manufacturer warranties will only remain valid if there is a clear record of annual servicing of the appliance carried out by a Gas Safe Registered Engineer.

11. Servicing Of Boilers

The annual servicing of a boiler does not constitute as a repair. If a boiler or any of its parts are defective this will not be included in the cost of a service and will incur further charges.

A service ensures the **safe** running of the appliance and regular cleaning helps to prevent any breakdown of components. However, it is not a guarantee that components will not break down. There is no timeframe or guarantee provided with a service in relation to boiler faults or breakdown of components.

Some faults may be apparent at the time of servicing, in which instance Plumbright Heating & Plumbing Services Ltd will notify the customer and discuss a plan and cost of repair.

The cost of a service does not include any materials such as, but not limited to, seals etc which may need replacing for safety reasons due to age/wear and tear.

12. Boiler Repairs

Plumbright Heating & Plumbing Services Ltd has the right to charge a diagnostic fee for any boiler repairs, particularly if testing is required.

The repair of one component does not guarantee any other interlinked components which may have been put under undue stress relating to the original fault. Any obvious stress to interlinked components will be discussed with the customer and advice will be given on any courses of action or increased charges.

During the repair or replacement of parts within a boiler other, unrelated parts may need to be removed to access the fault. Should any seals need to be replaced due to this the cost of this will be added to the original price of works.

13. Service Valves

Plumbright Heating & Plumbing Services Ltd will not be held responsible for any service valves within the property that become defective whilst being used for their intended purpose. This includes, but is not limited to, external and internal stop taps, isolation valves, drain off points and radiator valves and bleed points. It is the responsibility of the homeowner to maintain and up-keep any service valves that need to be used to carry out works. If a service valve becomes defective during its intended use Plumbright Heating & Plumbing Services Ltd will advise the customer and will discuss any relevant courses of action and charges to repair or replace.

14. Access

It is expected that the customer will provide full access to the site where work is to be carried out. Parking of work vehicles will be within 50 meters of the property in order for work to commence. If a parking permit is required Plumbright Heating & Plumbing Services Ltd will expect an up to date and relevant permit to be supplied by the customer at the start of works and this permit will last for the estimated duration of the job. Should any parking charges be incurred due to the customer's negligence of providing adequate access or permits then Plumbright Heating & Plumbing Services Ltd reserves the right to add these charges to the final invoice. If, before work commences and a quotation is accepted, it is apparent that parking charges will be incurred then Plumbright Heating & Plumbing Services Ltd will include these charges within the quotation. It is the customer's obligation to inform Plumbright Heating & Plumbing Services Ltd of any difficulties or parking arrangements before accepting the quotation.