

SERVICE TERMS & CONDITIONS

1. Introduction

These are Christy Plumbing & Heating Ltd's Terms & Conditions. They tell you:

- The rules for using our services,
- What you can expect from Christy's,
- Your rights and responsibilities.

2. When These Terms Apply

Please ensure you read these terms before using our services.

By using our services, you are agreeing to these terms. The latest version always applies, and we will usually only make updates when we offer a new service, change how we provide a service, or must comply with a new legal requirement. These terms and conditions are correct at time of going to print: 04 August 2022 but may be subject to change.

3. What Do We Mean by "Services"?

Anything offered by Christy's:

- Enquiries
- Estimates
- Project Work
- Installations
- Repairs
- Emergency Call Outs
- Servicing
- Warranties/Guarantees

4. Terminology

For the purpose of these terms & conditions the following words have the following meanings:

- "Us/We/Our" refers to Christy Plumbing & Heating Limited.
- "You" refers to you: the customer (the person or organisation for whom we agree to conduct work and/or supply or materials).
- "Engineer" refers to the representative(s) appointed by Christy's to conduct work.

We reserve the right to refuse or decline to undertake any work.

We reserve the right, at our absolute discretion, to designate the engineers who will represent us.

5. Hourly Rate Work

The total charge to you will consist of the cost(s) of:

- Labour (the amount of time spent by the engineer conducting work) including all reasonable time spent in, diagnosing, investigating, researching, administrating, supplying, ordering & collecting & obtaining non-stocked materials, charged in accordance with our current hourly rates.
- Materials supplied by us (not exceeding the trade purchase price of materials +20% handling fee).

You will only be charged for the time spent related to your work. All other time, i.e., lunch breaks, or personal mobile phone calls is non-chargeable.

All charges are subject to VAT at the prevailing rate, except in cases where the work conducted is zero rated.

6. Minimum Charges

You will be charged a minimum of one hour on all jobs, thereafter work is charged in 30minute increments.

We shall make an administration charge shall be made for all paperwork not included in our quote/estimate and subsequently requested by you including certificates, warranties, risk assessments, method statements, this charge will be no less that the minimum one-hour rate +VAT.

We reserve the right to make a telephone advice charge of £25.00 +VAT which may be charged for advice which results in you being able to resolve your issue us attending.

7. Fixed Price Work

Fixed price work shall be given as an estimate or quote, (manifest errors exempted) including labour & materials.

Hourly and fixed price works are based on the works taking place Monday-Friday 8am to 5pm. Works taking place outside of these times, including bank and public holidays, may be subject to additional charges.

All costs are subject to VAT at the prevailing rate.

Where a written estimate/quote has been supplied to you, the total charge may be revised in the following circumstances:

- If, after submission of the estimate/quote, you instruct us (in writing or verbally) to conduct additional work not referred to in the estimate/quote.
- If, after submission of the estimate/quote, there is an increase in the price of materials or equipment hire or transport.
- If, after submission of the estimate/quote, it is discovered that further work needs to be conducted which were not anticipated when the estimate/quote was prepared.
- If, after submission of the estimate/quote, it is discovered that there was a manifest error when the estimate was prepared.
- Requirement of a detailed Insurance Report (in addition to the estimate/quote and invoice) will incur a nominal charge of £50.00 +VAT.

We will not be under any obligation to provide an estimate/quote to you and will only be bound by estimates/quotes given in writing to you and signed by an authorised representative.

We will not be bound by any estimates/quote given orally or in which manifest errors occur.

We will not disclose material or base costs unless by prior agreement.

New customers may be asked to pay up to a 50% non refundable deposit on placing their order.

8. QUOTES/ESTIMATES.

Quote/estimates are valid for 7days from the date of the quote/estimate. You are required to read any quotes, information relating to the works, request any clarifications, and these terms and conditions prior to contracting us. You must ensure the description of the scope of works is satisfactory before placing the order. By placing the order you are confirming that the goods and services proposed are to your satisfaction.

If prior to carrying out the Works there is an increase to us in the cost of any relevant parts, materials or other items, equipment hire or transport, as imposed by suppliers, since the date upon which the estimate/quote was provided, we reserve the right to inform you and to provide a revised quote/estimate incorporating that increase.

The quote/estimate is for conducting the scope of works described in the quote/estimate and based on the information given by you including their description/ specification. Unsighted exceptions excluded.

If during the conduct of the survey or the works it is apparent that the information was insufficient or incorrect in any respect, we reserve the right to inform you and to increase the quoted/estimated price to take into account the revised information.

No making good to the your property , or decorating , will take place without it being specified by you and detailed in our quote/estimate.

No disposal of rubbish, other than scrap, is included in any prices unless it is specified by you and detailed in our quote/estimate.

Where a written quote/estimate has been supplied to you the total charge to you referred to in the estimate may be revised as listed above in section 7.

We will not disclose material or base costs unless by prior agreement.

9. Materials.

For materials, parts or other items that are not carried as part of our standard inventory, unless it is with respect to works for which there is a quote/estimate which includes all collection fees, we may charge a collection fee. Where an item is not easily sourced or held by the major suppliers used by us and it considers that considerable time will need to be spent tracing and then collecting it, we will inform you in advance unless you source the items yourself, this will be charged on a time basis as per our standard hourly rates +VAT.

The collection of materials which should be normally stocked items is non-chargeable.

Any parts or materials supplied by us will only be provided with the manufacturers or suppliers guarantee and are not guaranteed by us.

We will accept no liability for, or guarantee suitability of, materials & specification supplied by you & will accept no liability for any consequential damage or fault.

No disposal of rubbish, other than scrap, is included in any prices unless it is specified by you and detailed in our quote/estimate.

10. Your responsibilities

You shall:

- have read and understood these terms and conditions.
- ensure that the terms of the order and any information it provides are complete and accurate.
- co-operate with us in all matters relating to the works.
- provide the us with free parking and access to your premises, and other free facilities as

reasonably required by us. This includes but is not limited to; toilet facilities, parking, fresh water, access to drains, power & electricity, and light .

- provide us with such information and materials as we may require , to conduct the works and ensure that such information is complete and accurate in all respects.
- prepare your premises for the supply of the works including clearing the access/egress and work area, protecting flooring and personal possessions. Further information is available in our 'Customer Information' sheet.
- obtain and maintain all necessary licences, permissions and consents which may be required for the works before the date on which the works are to start.
- comply with all applicable laws, including health and safety laws.
- you are also liable for the status of any health and safety obstructions, obstacles, hazard or similar including asbestos, lead paint, and glazing. You will be responsible for informing us in advance of any hazardous materials and for removing those hazardous materials or equipment.
- keep all materials, equipment, documents, and other property of ours at your premises in safe custody and not dispose of or use our materials or equipment other than in accordance with our written instructions or authorisation.
- notify us of any local restrictions that could impact on the delivery of the works, for example, parking restrictions, step stairs, no access equipment or lighting.
- have someone at the property during the works and comply with any additional obligations as set out in the quote/ estimate/contract.
- be liable for the condition/status of the property including existing pipework, services, appliances, sanitaryware, brassware; as well as heating, hot water, electrical and air-conditioning, waste and drainage systems and be responsible for disclosing any existing issues, faults or defects which may affect any surveys, quotes/estimates or works including boundary issues.
- be responsible for ensuring all services can be turned off locally.
- ensure that any appliances are in an accessible, working and serviceable condition, if we are unable to carry out the works due to the appliance not be accessible or in a working & serviceable condition the Company reserves the right to charge our current rates +VAT.
- clearly identify positions/sites for equipment/appliances for example boilers, flues, pipework, radiators, sanitaryware etc – if you do not identify positions/siting then we will install and position items using its judgement, and if you are not satisfied with the position/siting you are liable to pay for the initial works and subsequent changes. We will propose the works in line with manufacturer's recommendations, British Standards and/or current regulations, if you do not want the works conducted with that approach, we will not be liable for consequential works or implications for warranties/guarantees.
- obtain any permission for us to proceed over property belonging to third parties if this is necessary for the proper execution of the works and shall obtain any permission necessary to conduct work on property belonging to third parties. You shall indemnify us against all claims of whatsoever nature made by such third parties arising out of the presence of us, on your or such third parties' property save where such claim results directly from negligence on our part. You

shall be liable to us for all loss or damage whether direct, indirect, or consequential which is suffered by us because of failure or delay by you in performing the obligations referred to in this paragraph.

- shall be liable for all disposal of rubbish excluding scrap unless it is specified by you and detailed in our quote/estimate.
- shall be liable for any additional costs incurred by us if works are delayed by any means If the specification made by you includes collaborating with other contractors that you have commissioned.
- check all specifications, materials and fittings supplied by you in advance of the commencement of works, and materials & fittings must be on site at the commencement of works.
- be liable to pay our costs and any stock or restocking charges (to be no less than our minimum hourly charge +VAT) if we attend to carry out the works and are unable to carry out the works due to the actions of the Customer, or if the works are cancelled within 24hours of the scheduled commencement of works.

11. Invoices & Payment.

Upon your agreement for us to carry out quoted/ estimated or pre-booked work, a deposit payment of 40% of the total is payable immediately. We reserve the right to request full payment in advance at our discretion. Upon completion of work, you will be invoiced, for which payment is due on receipt.

We reserve the right to accrue and charge interest on any part of an invoice which remains unpaid at a rate as defined in the County Court Act over the base rate until payment is received by us in full. You shall accept sole liability to discharge our account unless you disclose to us when initially instructing us to carry out work &/or supply materials that you are acting on behalf of a third party (including, but not limited to, a Limited Company or partnership) & receiving a written quote/estimate, the name of the third party appears on the written quote/estimate. Where you are representing a third party, in the event of non-payment by yourself, the third party will be responsible for payment.

Non-payment of the invoice or any part of the invoice may result in mediation and/or legal action and subsequent charging or recovery orders.

Payment methods may incur a processing charge.

Where works have been completed subject to snagging, 95% of all amounts outstanding must be paid on such completion and you must provide access to us without delay to enable the snagging to be finalised. The balance of 5% is payable upon the completion of snagging or, if access has not been made available to conduct the snagging within 14 days of completion, at the expiry of such 14-day period.

We will not disclose material or base costs unless by prior agreement.

We will not be required to issue or deliver any certificates, guarantees or other similar documents regarding the works until payment has been made in full.

12. Scheduling works.

Dates specified for the commencement and completion of the works are estimates only. Where possible we will try to conduct emergency works in one visit however you should not expect that the job will be completed in one visit or by the same engineer, or on the same day because not all parts/materials may be available and return visits may be required. Where the date &/or time for works to be conducted is agreed by us with us, then we shall use its best endeavours to ensure that we shall attend on the date & at the time agreed. However, we accept no liability in respect of the non-attendance or late attendance on site of the Engineer or for the late or non-delivery of materials or the delivery of defective materials. Unless we and you agree on a date for works to be completed in writing, we cannot be held to any deadlines for completion.

We 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 & we shall be entitled to a reasonable extension of the time for performing such obligations. We will use all reasonable endeavours to carry out the works on the agreed dates but shall not be under any liability to you if it should be either impossible or impracticable to carry out the works on the agreed dates or at all, by reason of strike, lock out, industrial dispute, act of God or any other event or occurrence beyond our control.

Hourly and fixed price works are based on the works taking place Monday-Friday 8am to 5pm. Works taking place outside of these times, including bank and public holidays, may be subject to additional charges.

13.Cancellation.

For fixed price or pre booked work: You have the right to cancel within 14 days of entering a Contract for us to conduct works. The cancellation period begins when the Contract is entered into and ends at the end of the 14 days after the day on which the Contract is entered. If the works commence during this cancellation period, then you shall be liable for any related expenditure up to the date of cancellation, together with the profit that would have been made by us had the work been conducted &/or materials supplied in accordance with such instructions. If the service has been fully completed during the cancellation period, you will have lost your right to cancel. After the period of 14 days following the entering of the Contract, if you cancel the instruction prior to any work being carried out or materials supplied then you shall be liable for any related expenditure up to the date of cancellation, together with the profit that would have been made by us had the work been carried out &/or materials supplied in

accordance with such instructions. Cancellations must be made in writing, and we will accept cancellations by letter, personal visit (to deliver a notice or letter) or email. If sending the notice by post, you are advised to send it by recorded delivery and have proof of posting.

You may use the model cancellation form, but it is not obligatory. Your failure to notify us that you wish to cancel the attendance/works will result in a charge no less than our minimum hourly charge rate plus VAT, together with the cost of materials supplied in accordance with such instructions. Cancellations must be made in writing, and we will accept cancellations by letter, text, personal visit (to deliver a notice or letter) or email.

Should you cancel within 24 hours of any appointment, you shall be liable for any related expenditure up to the date of cancellation, together with the profit that would have been made by us had the work been conducted &/or materials supplied in accordance with such instructions. For emergency or same day works notice of cancellation is required within 4 hours from the attendance request otherwise you shall be liable for any related expenditure up to the date of cancellation, together with the profit that would have been made by us had the work been conducted &/or materials supplied in accordance with such instructions. On arrival, the minimum hour charge +VAT will apply regardless of whether we are still required.

14. Inspection of works and complaints procedure.

You shall inspect the works immediately upon their completion (though failure to countersign the relevant works sheet shall not imply rejection of the works) and prior to the engineer leaving site.

If you consider that the works or any part thereof are not in accordance with the quote/estimate/Contract, you shall within 7 days from the date of the works give detailed notice in writing thereof. In the absence of any such notice, the works shall be conclusively presumed to be complete and free from any defect which would be apparent on reasonable examination.

If you give us a notice that the works or any part thereof are not in accordance with the quote/estimate/Contract, we shall be given access the site to examine the complaint and, if we agree that the works were not completed in accordance with the quote/estimate/Contract, to make good, at our own cost and expense, any defect.

If we do not agree with your complaint, you shall be entitled to refer the matter to the relevant trade accreditation body with a view to mediation in accordance with the recommendations of the body, failing which you shall be deemed to have withdrawn your complaint and shall be obliged to make payment in full for the works.

If you involve a third-party contractor prior to giving us a reasonable opportunity to investigate any complaint or correct any agreed defect or prior to exhausting the procedure recommended by the

relevant accreditation body, any such involvement shall be your own cost and expense and we shall be entitled to payment in full.

We undertake to repair or make good any defect in completed works which appears within 12 months of completion of the same to the extent that such defect arises from a breach of our obligations under the quote/estimate/Contract and provided that details of the defect are notified by you to us in writing within such period and that we and our insurers are given the opportunity of inspecting the works and the alleged defect. This undertaking shall only apply to works conducted and completed and invoiced by us and which is paid for by you by the due date for payment.

If we return to the site at your request to review a claim under this undertaking and it transpires that the defect had not arisen because of a breach of the quote/estimate/Contract on our part, we reserve the right to charge you for the visit at our minimum/hourly charge +VAT.

We reserve the right not to conduct any work under this section where you cannot provide evidence that the work was originally conducted and completed by us or where payment has not been made in full for such work.

The exclusions referred to in paragraph above are:

- Parts, materials and other items will be provided only with the benefit of the manufacturer's and/or supplier's guarantee, and are not guaranteed by us.
- Systems or structures not installed by us.
- Any recall arising from circumstances or factors known to you but not notified or disclosed to us prior to the work having been undertaken.
- Defects resulting from misuse, wilful act, or faulty workmanship by you or anyone working for or under the direction of you (other than us).
- Structural defects encompassing but not limited to subsidence and its resultant effect.
- Damage to drainage systems caused by root penetration or any other outside force.
- Any roofing work .

We will aim to acknowledge the complaint within five working days and actively seek to resolve complaints within 28 days although some complaints because of their complexity may take longer. All complaint outcomes will be recorded and monitored.

15. Warranties/ guarantees.

Our guarantee shall be for labour only in respect of faulty workmanship for 12 months from the date of completion. Materials supplied by Christy Plumbing & Heating Ltd will be covered by manufacturers' or suppliers' warranty/guarantee. Some work/repairs that have been conducted may not be able to be guaranteed and will be marked on the quote, estimate or invoice. Our guarantee will become null & void if the work/appliance completed/supplied by us is:

(a) subject to misuse or negligence,
(b) repaired, modified, or tampered with by anyone other than us.

We will accept no liability for or guarantee suitability; for the specification or materials supplied by you & will accept no liability for any consequential damage or fault.

We will not guarantee any work in respect of blockages in waste , macerators, & drainage systems etc.

We shall only be liable for rectifying works completed by the us & shall not be held responsible for ensuing damage or claims resulting from this or other work overlooked or subsequently requested & not undertaken at that time.

We will not guarantee any work undertaken on instruction from you & against the written or verbal advice of us.

Work is guaranteed only in respect of work directly undertaken by us & payment in full has been made.

Any non-related faults arising from recommended work which has not been undertaken by us will not be guaranteed.

We are not held liable or responsible for any damage or defect resulting from work not fully guaranteed or where recommended work has not been conducted.

Work will not carry a guarantee where you have been notified by us either verbally or indicated in ticked boxes or in comments/ recommendations of any other related work which requires attention.

You shall be solely liable for any hazardous situation in respect of Gas Safe Regulations or Warning Notice issued.

Where we agree to conduct works on installations of inferior quality, or not to current British Standards, or over ten years old at that date, no warranty is given in respect of such works & we accept no liability in respect of the effectiveness of such works or otherwise.

Connections to existing pipework, services, fittings, water tank systems, sanitaryware, brassware, sinks, and existing flue or condense installations are made at your risk.

We will accept no liability for, or guarantee suitability; existing services, appliances or equipment supplied by you & will accept no liability for any consequential damage or fault.

16. The Company shall be entitled to fully recover costs or damages from any Engineer whose negligence

or faulty workmanship results in the Company being made liable for those damages or rectification of the work.

17. Title to Goods

Goods supplied and delivered by us to you, or your premises, shall remain our property until paid for by you in full. Whilst goods remain our property, we have the absolute authority to:

- Retake, sell or otherwise deal with or dispose of all or any part of these goods.
- Enter any premises, at any time and without notice, in which goods or any part thereof is installed, stored, or kept, or is believed so to be.
- Seek a court injunction to prevent you from selling, transferring, or otherwise disposing of such goods.

The risk in such goods will pass to you on delivery to you. You must insure them at replacement value, and if asked you must produce evidence that they are properly insured.

19. General

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 and you.

Our terms and conditions will prevail over any terms and conditions used by you or contained, set out or referred to in any documentation sent to us by you. By entering a contract with us you agree irrevocably to waive the application of any of those terms and conditions.

Our terms and conditions, and all contracts awarded between us and you, shall be governed and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the English Law.

Christy Plumbing & Heating Ltd is a company incorporated in England and Wales with registered number: 7172135. Our trading address is 199 High Street, Clapham. Bedford. MK41 6AJ. Our registered office is: Cheribourne House. 45a Station Road, Willington. Bedfordshire. MK44 3QL. VAT No: 905318245.

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