

# Godalming Heating and Bathrooms Terms and Conditions

1. For the purpose of these terms and conditions the following words shall have the following meanings:
  - a) "Us/we" shall mean Godalming Heating and Bathrooms.
  - b) "You" shall mean you: the customer (the person or organisation for whom we agree to carry out works and/or supply or materials)
  - c) "Our representative" shall be the person we send to you to do work.
  - d) By using our services, you are agreeing to these terms. Our services include: Enquiries, Estimates, Investigative work, Project Work, Installations, Repairs, Emergency Call Outs, Servicing

## 2. Jobs on an hourly rate

The company charges a minimum 1 hour labour fee, regardless of work carried out or time spent on site. The total invoiced to you will be the sum of the chargeable time spent by our representative (minimum one hour) attending your premises to undertake the agreed work (which may be a diagnosis or step-by-step investigation to determine the nature of the problem and may not take a full hour or result in a solution to the problem) plus the cost of any provided parts. If for any reason we are unable to carry out works during attendance, the minimum 1 hour fee would still be payable for our attendance. VAT is chargeable on the total invoice price.

## 3. Fixed Price work.

Quotes will include labour and materials. VAT is payable on the total of the quote. The price will be fixed but manifest errors shall be exempted. Quotes may need to be revised if you change the scope of the work, if there is an increase in the price of materials, or if further works are deemed necessary which were not anticipated when the estimate was prepared. Quotes are valid for 30 days unless otherwise stated.

## 4. Prices And Payment

Any prices or rates advised are subject to VAT at the prevailing rate. All invoices are due for payment immediately upon completion of works.

- All appointments made for works to be carried out (including fixed price works and quotes) with the company are done so with payment due immediately upon completion/delivery of invoice.
- Upon your agreement for us to carry out quoted or fixed price work, a deposit payment of 40% of the total is payable before commencement of any works and the remaining 60% immediately on completion of works.
- For any late payments whether in part or in full of an invoice to the company, will be subject to the daily interest rate of 3% over the base rate, until the payment in full is received by the company.
- The company 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.
- If you instruct us to do works or buy materials and then cancel, we reserve the right to charge you for the cost of any time and materials incurred by us. Charges will be those of our normal terms and conditions.

## 5. Guarantee.

We have a 12 month guarantee period of our labour. If you are not satisfied with our work, you must contact us, in writing, within 12 months of finishing the work and let us come and inspect the work and

carry out the necessary remedial work at our expense. You agree that: If you do not contact us within 12 months we shall have no liability. Our insurers may inspect any works carried out by us.

If we have not received payment within 14 days, then you void all guarantees. As per manufacturer's instructions, if you do not have your boiler serviced every year, your boiler guarantee will be void. We only guarantee our work not the parts supplied. We always endeavour to supply top quality parts.

This guarantee does not affect your statutory rights.

#### 6. Things we cannot cover

We take no responsibility for obtaining the relevant planning consents and for arranging for building control inspections. This is solely the responsibility of the client and/or their architect/project manager (or other client nominated appointee)

We are unable to guarantee our work, or any parts and equipment supplied to you: If parts or equipment are misused, treated negligently or if our work is modified or tampered with by anyone other than us. Where we carry out works on your behalf, using materials that you have supplied, we're not able to establish provenance, quality, fitness for purpose or otherwise of these materials, so we cannot stand by their suitability, efficacy, or durability. We cannot guarantee: Work where you order us to carry out work against the advice of our representative. This advice will be given to you either orally, or in writing. Our guarantee is also void if we indicate that further works need to be carried out and this is not done. Because of its nature any work to unblock waste or drainage pipes. Nor can we guarantee further damage or defects caused by work that is not fully guaranteed or where recommended further work has not been carried out. Work on existing installations that are either inferior or more than 10 years old nor can we guarantee the effectiveness or otherwise of our work in these cases. Unless otherwise indicated, estimates are plumbing-only and do not include any building work, redecoration or making good. Although care will be taken, we cannot be held responsible for any floor coverings that we need to lift, or cupboards that we need to modify/dismantle, or any consequential damage that arises while gaining access to the areas where works are required.

#### 7. Liability

We will only be liable for rectifying our own work and shall not be held responsible for any ensuing damage or claims resulting from this or other work overlooked or subsequently requested and undertaken at that time. We shall not be held liable for any delay, or consequences of any delay, in performing our obligations if such a delay is due to any cause beyond our reasonable control and we shall be entitled to reasonable time extensions. Inadvertent errors or omissions that occur in connection with quotes and invoices shall not constitute a liability provided that any such error or omission is corrected as promptly as commercially practicable after discovery. The steps that we will take to deal with client-assessed liability issues after a job is complete are as follows: If you believe that we have not done the work that we set out to do in the correct manner or have caused consequential problems through our actions, we will arrange with you to come and investigate the problem at the earliest possible opportunity. This will be a CHARGEABLE visit, at a cost of £170 + expenses + VAT, to be paid for in advance for our engineers' time, to attend the site and discuss the issues that you wish to raise and investigate your claims. If it is found that the problems have been caused by negligence or as a consequence of our actions, we will endeavour to put matters to right at our expense and refund you the cost of the investigating visit as well, subject to our terms and conditions. If we discover that the issues raised are not due to our actions during previous call-outs,

we will provide an explanation of what the current issue is and an estimate for the cost of putting it right. If the issue is due to a misunderstanding of the instructions that you received from our engineer or tradesperson at the time, then this will be a chargeable visit. We shall be entitled to recover the costs or damages from any person or contractor whose negligence or faulty workmanship makes us liable to pay for those damages or rectification of work.

8. 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 continue to have title over them) we have the absolute authority to retake, sell or otherwise dispose of all or any part of these goods. At any time and without notice we shall also be entitled to enter any premises in which our goods, or any part of them, are installed, stored or kept or it is reasonably believed to be so.