

Herts Plumbing and Drainage.co.uk Emergency/Planned - Plumbing & Drainage Services

Terms and Conditions for supply of Goods/Services

Terms of Business (refers to quotations given over the phone and in writing)

- 1.0 Herts Plumbing and Drainage is the trading name of Andy Palumbo.
- 1.1 This website is an advertisement for plumbing and drainage services in the London/Hertfordshire/Essex area.
- 1.2 A contract shall be formed when works are booked either verbally or in writing.
- 1.3 These conditions shall be incorporated into each and every contract made between the company and the buyer and shall apply to the exclusion of any terms and conditions put forward by or on behalf of the buyer.
- 1.4 We provide emergency plumbing and drainage services, usually at an hourly rate or fixed price, because of the nature of our services we will normally accept work verbally over the telephone.
- 1.5 It is not normally possible to provide a written quotation before carrying out our work.
- 1.6 By entering into a contract with us you are agreeing to pay our hourly rate for a minimum of one hour.
- 1.7 The hourly rate may vary according to the time of the day, whether it is a weekend, and the equipment used.
- 1.8 Any materials used will be added to the hourly rate when calculating your final bill.
- 1.9 Payment is normally due on the completion of work, unless otherwise agreed in advance.
- 1.10 We accept payment by cheque, cash or bank transfer; we do not accept credit or debit cards.
- 1.11 By agreeing for us to work on your property you are agreeing with the terms and conditions set out.

Drainage Work

- 2.0 The company will only guarantee any work in respect of blockages in waste and drainage systems etc. for a period of 48 hours.
- 2.1 The company will not guarantee any work undertaken on instruction from the customer that is against the written or verbal advice of the operative/engineer.
- 2.2 Any non-related faults arising from recommended work which has not been undertaken by the company will not be guaranteed.
- 2.3 The company shall not be held liable or responsible for any damage or defect resulting from work not fully guaranteed or where recommended work has not been carried out.
- 2.4 Work will not carry a guarantee where the customer has been notified by the operative either verbally or in writings of any other related work which requires attention.
- 2.5 Commercial drains are not covered under the 'no fix – no fee' policy.
- 2.6 Collapsed drains and/or soak-aways are not covered under the 'no fix – no fee' policy.

2. General Plumbing

- 3.1 Any estimate or quote provided by ourselves shall be given in good faith. We do not have the ability to see behind tiles, through walls and under floorboards. Due to this our quotes are given on the basis that the structure of the building is in good order and any work undertaken will not require remedial work to repair an existing fault.
- 3.2 In these circumstances we shall not bear the cost of extra materials, labour or arrangement time for a defect that we could not have reasonably been expected to have foreseen.
- 3.3 Due to the nature of domestic plumbing systems there are many valves, taps and other moving parts that once installed are water tight. If we have to operate one of these items, to stop or allow water to flow for example, and the item subsequently fails to operate as before, we cannot reasonably be expected to bear the cost of replacing the part and labour, providing we have shown due care and attention not to cause damage.
- 3.4 All parts are guaranteed for one year from date of invoice and all labour is guaranteed for 100 days from date of invoice (excluding stated temporary repairs).

Verbal Estimates

- 4.0 In most instances these circumstances relate to smaller jobs which we typically take a look at before agreeing whether to undertake the work or not. We shall provide you with our rates (hourly or fixed quote). As above, the time taken is based on the assumption that everything that we can see is functioning correctly and is in the correct condition for us to complete the task without complications.

Written Estimates/Quotes

- 5.0 All written Estimates and Quotes will usually set out the items of work due to be undertaken, any items supplied by ourselves and a suggested start date.

- 5.1 We do not require a signed copy of the document but do request an e-mail confirmation that you accept the quote.

- 5.2 Quotes are valid for a period of 14 days only.

Disposal of waste materials

- 6.0 We do not remove waste materials from site; this is the customer's responsibility.

Access to working areas

- 7.0 We expect safe convenient access to any areas we are working on. If, for example, we are due to change a kitchen tap it is not unreasonable to expect that the area under the sink is clear and clean for us to work under.

In other situations this may mean safe access to loft areas involving ensuring a clear path from loft hatch to cold water tank, adequate lighting and secure floorboards. Although we take care not to damage any property of our customers you also have a duty of care for anyone working in your property.

Fitting of customers goods

- 8.0 We do offer an installation only service to customers. In these circumstances we cannot accept responsibility for any defaults in the products or accept liability if they are not fit for the job intended or are incompatible with the plumbing system in your property.

- 8.1 If there is a fault that requires additional time for us to fix then we shall expect to pass the cost onto the customer.

Romalpa Clause

- 9.0 In respect of any installation the goods in the property shall not pass to the buyer until the payment is made in full on the purchase price and until such time that the buyer will permit the sellers agent to enter the buyers premises to repossess the goods.

Booking/Cancellation Policy

- 10.0 An order for work is confirmed when a quote has been accepted in writing. This would be preferably by e-mail. At this point the order becomes subject to the cancellation conditions detailed below.

- 10.1 The date on which a confirmed work order is carried out can be changed with the approval of Andy Palumbo/Herts Plumbing and Drainage only. We will make every possible effort to accommodate requests to change dates but this is not always possible.

- 10.2 Any order may be cancelled with 7 days notice and no fee will be payable. Any order cancelled on the day is subject to 50% cancellation fee. This charge exists to protect our business against lost revenue caused by late cancellation of work when other works could have been taken on.

- 10.3 Very occasionally, we attend a work order where there is a fault that we have not been informed about (i.e. a stopcock that does not stop water flow). If we are unable to complete the planned work as a result of this (i.e. changing bathroom taps which becomes impossible if the water cannot be shut off) then we will charge a 1 hour call-out fee to cover the costs incurred.

Unpaid Invoices

- 11.0 Herts Plumbing and Drainage reserves the right to use Small Claims Court to collect unpaid monies.

Repairs

- 12.0 Herts Plumbing and Drainage accepts no liability for any unavoidable damage caused to surrounding areas as a direct result of any works carried out on behalf of the customer who has been informed of the possible risks and has given their prior consent.

Change to Terms and Conditions

Herts Plumbing and Drainage also reserves the right to amend these terms and conditions. We have the right to change these terms and conditions at any time by putting the changes on the website. It is your responsibility to read the website terms and conditions regularly to make sure you are aware of any changes. If you use this website after we have made a change, we will take this to mean you have accepted the revised terms and conditions. We recommend that, from time to time, you print off and keep a copy of these terms and conditions, and a copy of any terms and conditions relating to any product or service you apply for online, together with any related application form which you have filled in.

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

These terms and conditions and all contracts awarded between the Company and Customer shall be governed and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English law.