



TERMS OF BUSINESS

In these conditions Walsh Plumbing Ltd is referred to as “the Company”, and the person agreeing to the Contract is referred to as “the Customer”. By signing the order form and/or making an appointment you are agreeing to this contract.

Boiler Installations, Boiler Servicing and Repairs

1. Price

The Company will carry out the work set out on the customer’s quote for the price that is stated under the following terms of business. All prices include VAT.

The price we quote does not include the cost of removing any dangerous waste materials, such as asbestos, that we could not reasonably identify when we gave you your quote. You can call a specialist contractor to remove these dangerous materials or we may be able to arrange for them to be removed at an extra cost. When asbestos is removed, you will need to produce a site clearance for reoccupation certificate which you will get from the asbestos removal company, before we can continue to work at your property.

The price we quote includes removing all non-dangerous materials, including your old boiler and central heating parts we replace.

2. Quotation

The customer’s quote, together with these terms and conditions, sets out the entire agreement between the Customer and the Company. This agreement is governed by the laws of England and Wales. The quote will be valid for 14 days after the date quoted, if the work isn’t carried out within this timeframe, we will re-quote and prices may vary.

In the absence of a quote i.e., an emergency boiler repair, the Company will charge an hourly rate for any work completed. The Customer will be informed of this charge before we commence work and we will make a legally binding agreement. Note that there is a minimum charge of one hour.

3. Deposit

The Customer must pay the deposit of 10% shown on the quote upon acceptance of the work to be carried out. The Customer must pay the remaining quoted price for the work when the Company has finished the installation and the Customer is satisfied with the work.

4. Balance

Full balance to be paid on the day work is completed by the Customer, the Company accepts payment by credit/debit card, bank transfers or cash payable to Walsh Plumbing Ltd.

5. Late Payment

These Terms of Business form part of the offer for the supply of goods and/or services made by Walsh Plumbing Ltd to the Customer and shall become binding upon the Customer's acceptance of such offer. This agreement is a written agreement and any variations to that agreement ought to be made in writing.

If you do not settle your outstanding balance immediately on completion of works, you will incur late payment charges which could also affect your credit file.

Interest will be added daily in line with the current Bank of England base rate plus 8%, until the debt is fully clear as per 'Late Payment of Commercial Debts (interest) Act 1998' (Interest is calculated per annum-pro rata).

6. Title to Materials

6.1 Ownership of the Materials shall not pass to the Customer until the Company has received payment in full for:

- a) the materials and
- b) all other amounts that have fallen due to the Company from the Customer on or before the date on which payment for the materials has been made in full.

6.2 If a customer decides they no longer want the materials requested once installation has been carried out, Walsh Plumbing Ltd will charge appropriate labour rates for the removal of such materials and will cover the costs of purchasing such materials in the first instance. In addition, the original invoice for the work remains entirely valid and must be paid in full.

7. Guarantees and Warranties

Guarantees and Warranties - The boiler itself will be registered by the Company, and guaranteed by the manufacturer. The manufacturer's guarantee will depend upon the manufacturer and model of the boiler. The validity of the manufacturer's guarantee will be subject to the boiler being serviced every 12 months by a Certified Gas Safe engineer.

7.1 The Guarantee will become null and void if:

- (a) any of the work completed and/or materials installed by Walsh Plumbing Ltd is subject to misuse or negligence by anyone other than our company or its Engineers;
- (b) any of the work completed and/or materials installed by Walsh Plumbing Ltd is repaired, modified or otherwise tampered with by anyone other than our company or its Engineers;
- (c) the Customer has failed to service any of the materials installed by our company in accordance with the manufacturer's recommendations;
- (d) the Customer has failed to carry out any supplementary work that was recommended by our company or the Engineer as being necessary at the time the work was completed; or

7.2 The Guarantee shall not apply to work performed by Walsh Plumbing Ltd:

- (a) in respect of blockages of waste and/or drainage systems or similar;
- (b) at the instruction of the Customer against the oral or written advice of Walsh Plumbing Ltd; or
- (c) on installations that are of inferior quality or that are over ten years old.

7.3 Walsh Plumbing Ltd shall accept no liability and shall not be held responsible for any loss, damage or defect (whether direct or consequential) resulting from the unsuitability of any materials supplied by the Customer.

7.4 Nothing in these Terms of Business excludes or limits the liability of Walsh Plumbing for death or personal injury caused by our company's negligence or for any other matter in respect of which it would be illegal for Walsh Plumbing Ltd to attempt to exclude its liability.

7.5 In the event of a complaint relating to any service or installation in a property Walsh Plumbing Ltd must be given the opportunity to address the issue by re-visiting the property to resolve any alleged complaint. We cannot be held responsible if the opportunity to fully address the matter is not afforded to us.

7.6 No allowance has been or will be made by Walsh Plumbing Ltd for making any work good, unless specifically requested. In no instance can our company be held accountable for failures or defects arising from any pre-existing plumbing or workmanship in the property.

8. Dangerous Materials

The price the Company quotes does not include the cost of removing any dangerous waste materials, such as asbestos, that we could not reasonably identify when we gave you your quote. You can call a specialist contractor to remove these dangerous materials or we may be able to arrange for them to be removed at an extra cost. When asbestos is removed, you will need to produce a 'clean air' certificate, which you can get from the asbestos removal company, before we can continue to work at your property.

9. Non-Dangerous Materials

The price we quote includes the safe removal of all non-dangerous materials, including your old boiler and central heating parts we replace.

10. Delivery/Installation Time Frames and Delays to work

Delivery/ Installation timescales are approximate and shall be deemed to commence with effect from settlement of all details of the order and receipt of payment of any deposit where applicable. They are made subject to any cause beyond the control of the Company which could interfere with the execution or completion of the timescales, in this case the contract is not void. Where there are likely to be delays, we will inform you as soon as possible and agree new time frames with you, this includes materials/part orders and deliveries from time to time. The time it takes us to complete the work has no effect on the price quoted. If your installation is delayed, rescheduled or overruns, Walsh Plumbing Ltd will not be held liable for any potential loss of earnings, annual leave or time away from work.

11. Lifting Flooring / Damage / Redecoration

Whilst every care will be taken by the Company, it accepts no liability for any damage to plaster work, decorations, flooring etc which may be of a consequent of the work carried out, unless specifically provided for on the schedule on the sales order form. Where possible, cuts or holes

made to allow for equipment will be made good but not permanently finished or re-decorated. Floor boards will be re-instated or replaced where necessary but special or laminated floors will need to be removed by the customer and cannot be permanently re-fixed.

Any carpets which have to be lifted, will be re-laid to the best of our engineer's ability, however we cannot be held responsible for carpets which have been nailed or glued down. If access is needed, it is the customer's responsibility to make sure the area is clear of furniture and obstructions. It should be anticipated that an amount of redecoration may be required and this will be the Customer's responsibility and is not included in the price. This will be discussed in full with the Customer during our survey.

Similarly the Company accepts no responsibility for damage which is attributable to structural defect of weakness unless such damage results from negligence on the part of the Company, its servants, workmen or assigns.

12. Boxing in of Pipework

The quotation does not include boxing in of any pipework.

13. Landlords Permission (If required)

If you are a tenant, you will need your landlord's permission before you can allow us to start the work, and we may need you to give us evidence that you have got this permission. If we carry out work at the landlord's property and you have not got permission or have given us false or inaccurate information, you will compensate us for any losses we suffer because of your failure to get your landlord's permission.

14. Listed Buildings

If your property is a listed building, it is your responsibility to make sure that you get any permission you need before we start the work, and we will need evidence from you that you have got this permission. If you do not get the permission you need, you may be prosecuted in the criminal courts. We will not be able to start any work if you have not got the appropriate planning permission or if you are unable to give us evidence that you have this permission. If we carry out work at your property and you have given us false or inaccurate information, you will compensate us for any losses we suffer because of your failure to get the permission you needed, which may include court fines and penalties

15. Gas & Electricity Supply

You will need to have an adequate gas and electricity supply to your property before we can start the work.

16. Cold Water Pressure and Flow Rate

The Company would have tested your cold-water pressure and flow rate at the time of quoting, this will be recorded and relayed to the customer.

17. Existing System

Where the Company has connected new equipment to the Customer's existing system, the Company cannot accept responsibility for the cost of repairing or replacing parts of your existing system that later develop faults including any water or gas leaks.

18. Cleaning Your System

The Company will carry out a hot chemical flush with the new boiler installation to remove sludge and other waste from your central heating system. If the Customer needs a deeper clean, the Company will recommend a Power flush (this will be an additional cost). Our engineer will also inform the Customer any other work that is needed to avoid future problems. The Company may suggest the Customer to correct any design faults that may cause the problem to return.

19. Beyond Our Control

The Company cannot be responsible if responsibilities cannot be met because of factors beyond our control including, for example, poor weather conditions, industrial disputes, strikes and pandemic situations.

20. Our workforce

To carry out the work as quickly as possible, the Company may use any of our approved installers. All installers that we use are fully qualified, Gas Safe registered and carry identity cards. The Company is responsible for the approved installers used.

21. Right to Cancel

The Customer is entitled to cancel this agreement within 7 days of receipt of this notice. The Customer is responsible if the Customer wishes to cancel, they are responsible in contacting us immediately by phone, and must be followed up in writing by e-mail to info@walshplumbing.co.uk or post to our head office.

The notice of cancellation is deemed to be served as soon as it is posted or sent in the case of electronic communication. If work on the above contract has begun with your written agreement before the end of the cancellation period, you may be required to pay for any goods or services supplied.

If the Customer cancels this contract after the seven-day period, The Company will have to keep some or all of your deposit to cover our reasonable costs. We will try to keep these costs to a minimum. If there is a significant delay in the installation after the 7-day period that was not caused by you, or was caused by events beyond our control, then you will have a right to cancel this contract and receive a full refund (within 14 days of the cancellation). If we have not complied with the duties to you, as set out in this contract, you have the right to cancel and receive a full refund.

In the event of suspension or cancellation of the work at the request of the Customer or lack of instructions/ delay on site caused by the Customer, whether material or time, any extra expenses thereby incurred or any losses suffered by the Company shall be chargeable to the Customer and the deposit paid will not be refundable. It is the Customer's responsibility to ensure any access, licence, permit or other authority necessary for the execution of the work is obtained and that existing property boundaries are correctly defined

22. Cancellation and Rescheduling of Appointments / Surveys

If a cancellation or rescheduling of an appointment /survey is required by the Customer, it is your responsibility to provide in writing a confirmation of cancellation or rescheduling to info@walshplumbing.co.uk within 24 hours before the scheduled appointment/survey date. The Customer will be charged 50% of the normal call out fee £60+VAT should any of our salesman or

engineers arrive at the property at the time of the agreed appointment where there are no occupiers present to cover the loss of travel to the Company.

23. Our right to cancel

We can cancel this agreement at any time by giving you written notice. If we cancel this agreement without good reason, we will pay you any reasonable costs you have to spend or losses you suffer as a direct result of our cancellation.

These Terms of Business, and all other contractual rights and obligations arising between the Customer and the Company, shall be governed by, and construed in accordance with, the laws of England and Wales and shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.