

Terms and Conditions 2023

Definitions:

- **Terms and Conditions:** means these Terms and Conditions that form the entire agreement between the customer and the company.
- **Company:** refers to 'us', Shoulers Plumbing and Heating Limited.
- **Customer:** refers to 'the customer', 'the customer', as denoted above.

Estimates

1. Where costs and specifications have been based on a visual inspection of the site, SHOULERS PLUMBING AND HEATING Limited will not accept responsibility for changes found to be necessary if actual conditions vary from those expected based on the visual inspection. We will bring any required changes to the customer attention.
2. The estimated price, the start date and the likely duration of our work will be mutually agreed before the work commences. Our prices may be subject to change where our suppliers alter their prices after an estimate is issued. The issue of an estimate does not imply that we are bound to carry out the work and we reserve the right to decline to carry out the work estimated.
3. The estimate of start date and duration of work are our best estimates, and we will make every reasonable effort to complete the work on time. However, we cannot be held responsible for delays due to factors outside our control such as adverse weather conditions, supplier delivery delays, and delays by other trades working on site.
4. We will carry out the work during normal office hours. Where it is necessary to work outside normal office hours, we will inform the customer.
5. Where a situation arises, which is not specifically covered in these terms and conditions, normal industry practice will apply, and we will use reasonable efforts to inform the customer of the action we propose to take.
6. Where appropriate, the estimate shall include the cost of one collection and removal of all associated building waste materials (excluding recyclable materials). Any additional waste removal shall be at the customers' expense.

Access and making good

7. Depending on the type of finish required we may need to take up carpets, floor coverings, and floorboards. We will try to give the customer reasonable notice of where such access is necessary in order for the customer to arrange this. Where the need for access to specific areas becomes apparent during our work, we will attempt to contact the customer to discuss with the customer how the customer would like to facilitate this. Our engineers will make reasonable attempts to gain access and return floors and floor coverings to their original state, but where this is not possible it is the customer responsibility to arrange this.

8. Although we make all reasonable efforts to minimise marking and damage to decor when working on the customer premises, where decoration, including plastering and carpentry are affected by our work, SHOULERS PLUMBING AND HEATING Limited will not accept responsibility for redecoration.

Quality standard

9. We will attempt to fit all new installations to industry best practice standards unless this is not possible because of physical constraints or the customer preferences as to the way we conduct the work. Where appropriate, all work will be conducted to GAS-SAFE regulations.

10. Both SHOULERS PLUMBING AND HEATING Limited and its individual employees have obligations under Health and Safety law, and under our registrations with GAS-SAFE. This means that if we become aware of a dangerous or a potentially environmentally hazardous installation, we are obliged to inform the customer and record this. These are legal obligations with serious penalties for us if we do not comply. We cannot be held liable for the consequences of complying with these obligations.

11. In certain circumstances we use sub-contractors to undertake work. Where they directly contract with the customer to conduct the work the responsibility for making sure they conduct their work properly and on time remains with the customer. Where they contract with us, we have this responsibility.

12. SHOULERS PLUMBING AND HEATING Limited will not be liable for any delay in carrying out work if this delay is caused by circumstances beyond SHOULERS PLUMBING AND HEATING Limited's reasonable control.

13. For the avoidance of doubt, any withheld customer payments shall only be limited to the item in question and associated labour.

Additional works

14. There will be additional charges for any variations or additions to the work which the customer requests, or which we find to be necessary whilst we are doing the work, which could not reasonably have been foreseen when we gave the original estimate for the work. This is not limited to, but will include any customer changes that result in additional work.

15. Our price does not include the cost of removal of dangerous waste materials, such as asbestos, which we only become aware of once the work has commenced. Any such work would be at an extra cost, which we would agree with the customer prior to removal.

16. Where we repair or replace parts of the customer system, we cannot be held liable for the cost of replacing or repairing other parts of the system that subsequently develop faults.

Acceptance

17. The customer must agree to these terms and conditions before any work commences.

18. The customer's acceptance can be given by signing a written quotation or by accepting the quotation in writing via email.

19. By agreeing to these terms and conditions, the customer accepts full responsibility for the payment of all costs associated with the agreed works.

20. By accepting these terms and conditions, the customer acknowledges that the customer has read and understood them and agrees to be bound by them.

Payment terms

21. Unless otherwise indicated in writing, payment is due 10 days from the date of invoice. Late fees may occur if not paid within this time.

22. Failure to make full payment within 30 days of invoice date may result in legal action, additional costs and interest charges.

23. In the event of non-payment, the company reserves the right to withdraw any warranties or guarantees.

24. The customer shall not become the owner of the goods installed until the customer has made payment in full.

25. In certain cases stage payments will be requested. Customers shall make these payments upon request by the company.

Guarantees

26. All labour for all new installations carried out by the company is guaranteed for a period of 12 months from the date of completion, subject to normal wear and tear. All repair work is fully guaranteed for 30 days. The customer will also receive any manufacturers guarantee on any materials supplied and fitted by us, which can range from 1 year up to 25 years.

Liability

27. To the extent permitted by law, SHOULERS PLUMBING AND HEATING Limited shall not be liable to the customer for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) however it arises. SHOULERS PLUMBING AND HEATING Limited's liability to the customer arising out of or in connection with these terms and conditions shall not exceed the amount invoiced to the customer by SHOULERS PLUMBING AND HEATING Limited or £100,000, whichever is the lower.

26. Nothing in these terms and conditions is intended to limit or exclude any rights the customer has which may not be excluded by law, nor in any way to exclude or limit our liability to the customer for fraud or for death or personal injury resulting from our negligence.

Customer data

28. We hold all information about the customer in accordance with data protection legislation. We will not pass this information or sell it to others. We use this data for internal administration purposes. We may use the customer information to write to the customer about our services. If the customer would prefer us not to write to the customer about our services, please let us know.

- If the whole or part of any provision of these terms and conditions is proved to be illegal or unenforceable, the other provisions and the remainder of the provision in question shall remain in full force and effect.
- These terms and conditions shall be subject to English law and all disputes in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts

If you have any questions please contact us @: mailto:shouler_1@hotmail.co.uk