

J LEWIS PLUMBING & HEATING LTD

1. Terms and conditions definitions:

- 1.1. 'These terms' means the terms and conditions.
- 1.2. 'The customer' means the person or organisation who has engaged J Lewis Plumbing & Heating Ltd to carry out the work
- 1.3. 'The company' means J Lewis Plumbing & Heating Ltd or any representative of the company who is engaged to work for the company and has entered into a contract agreement.
- 1.4. 'Works' means the provision of the works described in the estimate or any other document or email issued to the customer by the company, and which both parties may modify by an agreement confirmed in writing.
- 1.5. 'Contract' means the signed agreement between the customer and the company. These terms form part of the agreement and throughout this document will be referred to as 'the agreement'.
- 1.6. 'In writing' includes any document sent by email or conveyed using a hand-held device. Any signature on a document sent by email or using a hand-held device is considered as in writing.

2. Acceptance of works

- 2.1. The company reserves the right to refuse to take on work. Only authorised representatives of the company have the right to agree to carry out work for the customer.

3. Hourly work rate

- 3.1. Where the company informs the customer of an hourly rate this does not include the cost of any parts required. The customer will receive a final invoice from the company which will include the total cost of the labour provided to carry out the work for the customer, together with the cost of any equipment or parts supplied.
- 3.2. All payable charges are only for work carried out as referred to above.
- 3.3. All charges are subject to vat at the current rate.

4. Estimates and fixed price work

- 4.1. Any estimate which the company supplies may be withdrawn by the company at any time before the customer provides a specific acceptance. The estimate is valid for a period of 28 days from its date of issue, after which it will be considered withdrawn.
- 4.2. Estimates are not fixed price quotations or firm prices unless specifically stated. The estimate is a detailed assessment of minimum costs based on a visual inspection carried out by the company, together with any details made available by the customer. The final price will be determined by the original estimate and in agreement with the company's standard rate card at the time that the work is completed. The company may increase the final cost above the original estimate price depending on the above.

The company reserves the right to increase the price in advance of commencing any work should there be an increase in the cost to the company occurring after the date of the original estimate provided (whether in writing, by email or orally). This includes the costs of additional materials, labour, equipment hire and transport. Should the final price be more than 10% above the quoted price the customer has

the right to cancel the contract on condition that it is before any work takes place, including any ordering of materials or hiring of equipment

- 4.3. The company has the right to alter any estimate it has provided if any of the following circumstances occur:
 - 4.3.1. If, after the company has submitted the estimate, the customer instructs the company (whether in writing or orally) to supply additional works or services not referred to within the estimate.
 - 4.3.2. If, after the company has submitted the estimate, there is an increase in the cost of the materials to be provided.
 - 4.3.3. If, after the estimate has been submitted by the company, it is learned that further unforeseen works and services are necessary.
 - 4.3.4. If, after submission of the estimate or works carried out, it is determined that there was a discernible error when the estimate was prepared.
 - 4.3.5. The company reserves the right to charge for the collection of materials, parts and equipment from any supplier, unless an estimate for this work has been submitted previously. If the company is on site while the said materials are collected, then the time taken for this will be treated as part of the works and charged at the appropriate rate. The company may make a charge if any additional materials for collection or delivery are ordered subsequently.
 - 4.3.6. The company is not required to provide an estimate to the customer and will not be bound to any verbal estimates. The company will only be bound to estimates provided in writing to the customer and which have been signed by an authorised representative of the company.
 - 4.3.7. Should the customer accept an estimate and subsequently cancel the order, the customer will reimburse the company any and all costs (including labour, materials and equipment hire).

5. Prices and payment

- 5.1. Any prices or rates advised are subject to vat at the current rate.
- 5.2. All invoices are due for immediate payment on completion of works / delivery to the customer.
- 5.3. All appointments made with the company for works to be provided (including fixed price works and estimates) are due for immediate payment upon completion / delivery of the invoice.
- 5.4. If a prior written agreement has been arranged between account customers and the company, full payment will be due within 7 days of the completion of works and delivery of invoice.
- 5.5. Where the services or works provided by the company are found to have any minor faults which need to be rectified by the company, the customer agrees to pay 95% of the total invoice amount immediately after the works are completed. The customer must then allow the company access without delay so that any faults can be resolved and completed. Payment will be due for the remaining 5% balance after the fault has been corrected, or within 14 days of the invoice date if access has not been made available – whichever is sooner.
- 5.6. Where the customer is represented by a third party (a managing agent, landlord, tenant or other occupier, friend, family, contractor or other representative), the third party will be responsible for full payment in the event of non-payment by the customer, unless the company has agreed in writing otherwise before any works commence.

- 5.7. A daily rate of 4% over the base rate will be charged for any late payments of an invoice from the company, whether in part or in full, and until full payment is made to the company.
- 5.8. Unless payment has been made and received in full, the company is not required to supply any guarantees, certificates or other similar documents to the customer for works carried out. This does not affect the customer's statutory rights.
- 6. Illustration and description of works**
- 6.1. Any descriptions or imagery and illustrations (whether displayed on the company's website, in either online or offline marketing materials, catalogues, price lists or other) are provided only as a general guide to the works and services provided by the company. No part of these shall form part of any contract.
- 7. Inspection, delivery and completion of works**
- 7.1. The company will advise the customer of the date and time for works to be carried out. All times provided by the company are estimates only. The company seeks to maintain this schedule and ensure that their operatives attend at the scheduled time. However, the company accepts no liability in the event of late or non-attendance at any site, or for the late or non-delivery of any equipment or materials.
- 7.2. Once the works are completed by the company the customer should inspect the works without delay. If on inspection the customer finds that they have not been carried out according to the agreement they should report any defects to the company, in writing, within 7 days of completion of the works. Unless such notice is received the company will consider the works are complete and free from any faults.
- 8. Indemnity**
- 8.1. The customer shall indemnify the company against all actions, claims, demands, suits, losses, costs, expenses and charges which the company may incur from a third party, and which result from a breach of the customer's obligations, undertakings and representations and warranties in connection with this contract.
- 9. Limitation of liability**
- 9.1. The company's liability shall be limited to:
- 9.1.1. The repair of any fault or defect following its undertaking described in paragraph 10 below, and subject to paragraph 7.2 above.
- 9.1.2. Liability for personal injury or death resulting from negligence in the course of the company carrying out its contractual obligations.
- 9.1.3. Reasonable costs incurred by the customer for repair or restoration of any damage or loss to the customer's property, should this be the result of negligence on the part of the company or its employees, agents, franchisees or sub-contractors.
- 9.1.4. The company is not responsible for any damage that occurs in any part of any property where the damage is wholly or partly caused by a defect or weakness in that part of the property.
- 9.1.5. The company is not responsible or liable for any damage that takes place while inspecting and repairing any plumbing, gas or drainage work, including blockages. This includes but is not limited to; the removal of bathroom suites, panels or furniture, tiles and tiling, floor coverings (carpet, rugs, laminate, wood, tiles etc), internal and external walls where pipework is/has to be routed and any other damages that result.

9.1.6. In the event that any damage is caused to plaster and brickwork the customer is responsible for any restoration. The company is not responsible for any damage to wallpaper, paintwork, tiles, carpet, furniture etc. Silicone work is not covered by guarantee.

9.1.7. The customer is responsible for the protection of furniture, furnishings, fixtures and fittings. The company will make every effort not to cause damage and advises the customer to remove all items that are considered a problem. The customer is responsible for any items left within the working area and should cover any such items.

10. Defects

10.1. Subject to paragraph 7.2 and the exclusions listed below, the company agrees to repair and renovate any defect in completed work if it appears within six months of the completion date of the work, and if any such defect arises from a breach of the company's obligations under this contract.

The customer should notify the company in writing of any faults within this period, and the company and its insurers must be given the opportunity to inspect the work and any alleged faults.

This inspection will only apply to work carried out and completed by the company when the customer has paid the invoice for the work in full.

If, following the inspection, it is apparent that the alleged fault has not been caused by any work or service carried out or supplied by the company, the company has the right to charge the customer a fee at its standard rate for the inspection call out.

If the customer is unable to supply adequate proof that the company carried out the original work, or that full payment has not been received for the work, the company reserves the right not to carry out any repairs or restoration.

This does not affect your statutory rights.

Exclusions are:

10.1.1. Any parts or materials supplied by the company will be covered by the manufacturer's or supplier's guarantee only. They are not guaranteed by the company.

10.1.2. Any systems or structures which were not installed by the company.

10.1.3. Any faults or defects which are the result of misuse, faulty workmanship or were caused intentionally by the customer, or any other third party who were engaged or were directed by the customer.

10.1.4. Structural faults of any kind, such as, but not limited to, subsidence and any resultant defects.

10.1.5. Any external force or root penetration causing damage to drainage systems.

11. Permits, licenses, regulations and other consents/access

11.1. Before the company provides any installation work the customer must make certain that any applicable permission is obtained, whether permits, licenses or any other consents from the owner/ landlord/ agent/ organisation, and/or planning permission if necessary. The company is not responsible for any damage to the property (such as fixings, holes etc.) If the applicable permission has not been obtained by the customer and, as a result, the equipment supplied or installed has to be removed or re-positioned there will be additional charges.

The customer is responsible for arranging with the appropriate persons or authorities for any traffic controls and/or signals that are necessary to provide the company with clear access in order to carry out the works.

- 11.2. Should it be necessary for the company to proceed over property belonging to neighbours or third parties the customer must obtain permission from the appropriate persons. In addition the customer should indemnify the company in all aspects of claim from neighbouring/ third party properties as a result of the company's or its employee's/ representatives' presence.
- 11.3. The customer is responsible for ensuring that the location is safe for the company and its employee's/ representatives at all times while the works are in progress.
- 11.4. When applicable with regard to drainage works and services, the customer will make available to the company a plan of the drain layouts if possible. If this cannot be provided and any blockages occur in drains not covered or identified by the customer, the company reserves the right to make extra charges at the appropriate rate.
- 11.5. It will be assumed by the company that if the customer instructs the company to proceed with any agreed works, the customer will have obtained the necessary permission, as referred to above. The customer will be liable to the company should there be any loss and/or damage incurred by the company, whether direct or indirect, as a result of the customer delaying or failing to perform the obligations detailed above.

12. Force majeure

- 12.1. The company undertakes to make every effort to complete the works on time, but if this becomes impossible owing to any event or occurrence beyond the control of the company, the company will not be liable to the customer or any third party.

13. Cancellation

- 13.1. Should any contract with the company be terminated by the customer without consent from the company, the customer will indemnify the company against all loss, damage, claims or actions resulting from the cancellation, unless otherwise agreed in writing. Any such cancellation does not affect the company's right to payment in accordance with section 5.

14. Removal of waste and materials

- 14.1. It is the customer's responsibility to remove any waste products that result from the works provided by the company and the company is not responsible for removing any such waste.

15. Frozen pipes

- 15.1. The company is not liable for any fractures that occur in frozen pipes which have been attended to by the company and does not guarantee to remove blockages if they occur within frozen pipes or drainage systems.

16. Guarantees

- 16.1. After 12 months from the date the works are completed, any guarantee provided by the company with regard to faulty workmanship will be for labour only. Individual manufacturers' warranties will cover any part or equipment which the company has supplied. This is in addition to your statutory rights. The company's guarantee will become null and void if the work/ equipment/ appliance which is completed/ provided by the company is:
 - 16.1.1. Subject to misuse or negligence
 - 16.1.2. Repaired or modified by anyone other than a company operative/ representative. The company is not liable for, nor can guarantee, any materials

which the customer or other third parties supply, and will not accept liability for any damage or faults in said materials.

- 16.2. The company cannot guarantee any work regarding blockages in waste and drainage systems.
- 16.3. Any work which the customer has instructed without or counter to the company's advice or recommendations will not be guaranteed by the company
- 16.4. The company will only guarantee work carried out by the company and its employees. Any work provided by agents or sub-contractors on behalf of the company will be guaranteed under their own individual policies.
- 16.5. The company will not be liable for any damage or faults occurring in work that is not fully guaranteed or when recommended work has not been fulfilled.
- 16.6. The company will not guarantee work when the customer has been notified either verbally or in writing by the company of any associated work which should be carried out.
- 16.7. The customer is solely liable for any hazardous circumstances regarding gas safe regulations, or a gas warning notice being issued, unless the problem has been caused by the company's gas safe operative.

Intellectual property rights

All content of this website, including graphics and logos are the sole property of the company, and cannot be copied, reproduced or distributed in part or in full, without previous written permission from the company.

Complaints procedure

In the unlikely event that the customer experiences a problem with the service provided by the company, the customer should put their complaint in writing to jamie@jlewisheating.com as soon as possible. Once the company has received the complaint, the company will make every effort to resolve the matter within seven days.

Notice of your right to cancel

This contract may be cancelled by the customer within seven calendar days from and including the day the notice of right to cancel was issued.

If the customer sends the written cancellation notice by post, it is recommended they obtain proof of postage such as a certificate of posting or recorded delivery slip. The company recommends that any notice of cancellation is sent by email.

Notice of cancellation is considered to be served immediately it is posted/sent.

Work carried out prior to the expiry of the cancellation period by signing a written estimate, the customer agrees to the work commencing before the seven day cancellation period expires. Should the customer subsequently cancel in accordance with their rights, the company will expect reasonable payment for any work that may have been carried out. This includes labour at the applicable rate.