

Terms and Conditions - Our Professionalism Helps Us To Help You.

1. Interpretation in these terms.

- I. "Company" means [Nick Taylor Plumbing Ltd or abbreviated as NTP.]
- II. "Customer" means purchaser of goods from company.
- III. "Goods" means all goods sold and/or delivered by NTP. to the customer.
- IV. "Terms" means these and conditions of sale.
- V. "Installation" Means carrying out work, the use of hand tools to install items / objects.

2. Application

- I. These terms apply to all contracts for the sale of Goods and / or Installation by the company.
- II. No amendment, alteration, waiver or cancellation of any of these terms is binding on the company unless confirmed by the company in writing.
- III. The customer acknowledges that no employee or agent of the company has any right to make any representation, warranty or promise in relation to the goods, the sale or installation of the goods other than as contained in these terms.

3. Photography

- I. NTP reserves the right to photograph the installation to use for the benefit of the company and advertisement.
- II. NTP or its staff do not give permission to be photographed, or recorded on CCTV.

4. Delivery

- I. The customer must, within 5 days of the agreed delivery date, collect or accept delivery of the goods.
- II. In addition to clause 4.I the company reserves the right to charge the customer storage on goods not collected or delivered within 5 days of notification of their availability at the rate of £95.00 per week or part thereof.
- III. Any failure on the part of the company to deliver instalments within any specified time does not entitle the customer to repudiate the contract with regard to the balance remaining undelivered.

5. Risk and Insurance

- I. The goods are entirely at the risk of the customer from the moment of delivery to the completion of installation, even though title in the goods has not passed to the customer at that time.
- II. The customer must, at their own expense, maintain the goods and insure them for the benefit of the company against theft, breakdown, fire, water and other risks as from the moment of delivery to the customer and until title in the goods has passed to the customer.
- III. If the customer requests the company hold onto the goods due to delayed works the customer accepts responsibility for the goods and understands any damaged items may be chargeable if reported 14 days after their arrival into the company's warehouse.
- IV. NTP takes the health and safety of customer and staff seriously and takes measure to ensure this to comply with all legal obligations, however we do expect customers take reasonable care responsibility for their own health and safety and to follow health and safety instructions given by NTP staff during the installation.

6. Inspection

1. Inspection of Goods

The Customer should inspect goods as soon as reasonably practicable and notify the Company promptly of any apparent damage, shortage or error. Failure to notify the Company within a specified period does not remove or restrict the Customer's statutory rights concerning faulty, damaged, misdescribed or incorrectly supplied goods.

7. Cancellations

- I. The Customer's statutory cancellation rights will apply where applicable. If the Customer cancels after any statutory cancellation period has expired, the Company may charge for work already undertaken, goods ordered or supplied, non-returnable or bespoke products, reasonable administration and restocking charges, and other losses directly resulting from the cancellation. Any amount retained or charged will be reasonable and will take account of costs avoided and the Company's ability to reduce its losses. The Company will not impose a cancellation charge which is disproportionate to its actual reasonable costs and losses.

8. Prices

- I. Prices are determined at the time of the order and, prior to payment of the deposit, are subject to change without notice.

II. Materials and Products Supplied by NTP

Where the Company sources or supplies materials, fixtures, fittings, equipment, furniture or sanitaryware, the Company supplies those items as a principal retailer and not as the Customer's purchasing agent. The price charged is the Company's selling price and is not a reimbursement of the Company's supplier invoice or net purchase cost.

The Company's selling price may include a commercial mark-up of 25% on general plumbing, building and installation materials and a mark-up of up to 60% on products, fixtures, fittings, furniture and sanitaryware. Unless stated otherwise, the mark-up is calculated against the Company's net purchase cost before VAT.

This mark-up contributes towards the Company's costs and responsibilities associated with product selection, specification, procurement, ordering, administration, collection, delivery, handling, storage, financing, shortages, damage, returns, warranty assistance and after-sales service. It is not necessarily the Company's net profit.

Any trade discount, rebate, credit, incentive or preferential purchasing arrangement obtained by the Company belongs to the Company and does not have to be passed on to the Customer. Unless the Company has expressly agreed in writing to work on an open-book or cost-plus basis, the Company is not required to disclose its supplier invoices, trade prices or purchasing terms.

The Customer will be informed of the total selling price, or the basis on which it will be calculated, before becoming contractually bound. VAT will be added or shown as applicable.

9. Payment

- I. Payments are to be made to the company without any deduction or discount other than as stated in these terms or in the relevant invoice or statement.
- II. A booking deposit of 10% of the original estimated price is payable for each bathroom, kitchen or other agreed project to reserve installation dates and commence preparatory work. The deposit will normally be deducted from the final account. If the Customer cancels, the Company may deduct from the deposit its reasonable costs, work undertaken and losses directly resulting from the cancellation, subject to the Customer's statutory cancellation rights. Any remaining balance will be refunded.
- III. Full payment of all goods must be paid within a maximum of 48 hours after delivery.
- IV. Payment for installation, Part payment during the installation, and / or final / full payment, must be paid within 7 days of the invoice date.

V. Additional work added on, which is not specified in the original estimate or quote will be an additional charge and added to the invoice.

VI. Interest on Late Payments

Where the Customer is acting as a consumer, the Company may charge simple interest on any overdue and undisputed amount at 4% per annum above

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the Bank of England base rate. Interest will be calculated daily from the day following the payment due date until payment is received in full. The Company will notify the Customer in writing before applying interest.
Where the Customer is acting wholly or mainly for business purposes, the Company reserves the right to claim statutory interest, compensation and reasonable recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998. Statutory interest is currently calculated at 8% per annum above the Bank of England base rate.

10. Title

I. Legal and beneficial ownership of the goods will not pass to the customer until such time as the goods have been paid in full in cash or cleared funds.

11. Installation

I. The Company provides a 12-month workmanship guarantee in addition to the Customer's statutory rights. A payment dispute or outstanding balance does not remove or restrict the Customer's statutory rights. However, the Company may pursue any properly due and undisputed payment separately.

II. All work carried out by the company carries a full 12 months guarantee except for servicing, maintenance or repair work which is guaranteed for 28 days. The company cannot guarantee any services, parts and equipment supplied to the customer if:

- They suffer misuse, treated negligently or if the company's work is repaired, modified, or tampered with by someone else.
- The material used is supplied by the customer, secondhand or reused.
- The company indicates that further works need to be carried out.

III. Materials used are guaranteed as per manufacturer's warranty, no guarantee is given on materials not supplied by the company, unless agreed beforehand in writing.

IV. Returns by the company to correct problems due to materials supplied by the customer will be charged at the standard rate.

V. Hazardous materials such as asbestos will be disposed of by a professional registered external company, this will be chargeable if discovered during an installation and not identified during the initial estimate / quotation.

VI. The company requires that the site to be cleared by the customer of personal belongings before the commencement of work, if this is not done causing a delay, this will be chargeable. Should NTP staff be asked by the customer to move furniture / possessions, it is at customers own risk.

VII. The Company will be responsible for direct damage caused by its failure to exercise reasonable care and skill. The Company will not be responsible for damage caused by pre-existing defects, defective work undertaken by others, the Customer's actions, or matters outside the Company's reasonable control, except where the Company contributed to the damage through its own negligence or breach of contract.

12. Warranty

I. All goods supplied are covered by such warranties as are specified by the manufacturer and supplied subject to the product standards detailed by the manufacturer. The customer is responsible for registration of products for warranty purposes.

II. On discovery of any defect in the goods, the customer must immediately notify the company in writing of such defect. The customer must not carry out any remedial work to alleged defective goods without first obtaining the written consent of the company to do so.

13. Formation and Acceptance of the Contract

I. The contract between the Company and the Customer comprises the accepted estimate or quotation, the agreed scope of work, these Terms and Conditions, and any subsequently agreed written variation.

II. These Terms and Conditions are published on the Company's website and may also be provided to the Customer by email or other electronic communication. The Customer will be directed to the Terms through the Company's estimates, quotations, booking confirmations, correspondence or standard email footer and will be given a reasonable opportunity to access them before becoming contractually bound. A copy is available on request.

III. The Customer accepts the contract and agrees to be bound by these Terms and Conditions by doing any one or more of the following:

- signing or electronically accepting an estimate, quotation, order or contract;
- selecting an electronic acceptance box or button;
- paying a booking deposit, interim payment, payment for goods or any other requested payment;
- asking or instructing the Company, verbally or in writing, to book, reserve or confirm installation dates;
- authorising the Company to order, procure or collect materials or products;
- instructing the Company to commence or continue work;
- permitting the Company to commence or continue work at the property after receiving these Terms; or
- otherwise clearly communicating or demonstrating acceptance through words or conduct.

IV. Any request, instruction or confirmation from the Customer that the Company should book, schedule, reserve or proceed with work constitutes acceptance of the contract and these Terms and Conditions, provided the Terms were supplied or made reasonably available to the Customer before that acceptance.

V. A handwritten signature is not required where the Customer has accepted electronically, verbally or through clear conduct.

VI. Where there is an inconsistency between these Terms and a specific provision expressly agreed in an accepted estimate, quotation or subsequent written variation, the expressly agreed provision will take precedence in relation to that inconsistency.

VII. Additional work or a variation may be accepted through written or electronic confirmation, payment, an instruction to proceed, or other clear words or conduct. The Company will record the nature and price, or basis of pricing, of the variation wherever reasonably practicable before carrying it out.

14. Suspension, Termination and Incomplete Work

I. The Customer may cancel or terminate the contract subject to their statutory rights and the cancellation provisions contained in these Terms.

II. Where the Customer suspends or terminates the Company's engagement other than because of a material breach by the Company, the Customer must pay for:

- work properly undertaken up to the effective date of suspension or termination;
- materials, products and equipment ordered, supplied or committed to the project;
- bespoke or non-returnable products;
- reasonable supplier cancellation, return, carriage and restocking charges;
- reasonable costs of making the site and the Company's work safe; and
- other reasonable losses directly resulting from the suspension or termination, after taking account of costs avoided and the Company's reasonable ability to reduce its losses.

III. The Company will provide a reasonable calculation of the amount due. This clause does not permit the Company to recover the same loss twice or impose a disproportionate charge.

IV. If the Company's engagement ends before the work is completed, the Customer is responsible for appointing a suitably competent replacement contractor to inspect, test, complete and commission the remaining work and any associated system.

V. The Company remains responsible for defects in work that it completed where those defects result from the Company's failure to exercise reasonable care and skill. However, the Company will not be responsible for:

- incomplete work which it was not given the opportunity to complete;
- work subsequently undertaken, altered, concealed, connected, tested or commissioned by the Customer or another contractor;
- damage or failure caused by another person's work; or
- the compatibility or operation of the completed system where its work has subsequently been altered or incorporated into work undertaken by others,

except to the extent that the loss was caused by the Company's own breach of contract or negligence.

VI. Where underfloor heating or a similar system is left incomplete following suspension or termination, responsibility for the remaining design, pipe or cable layout, installation, pressure testing, connection, controls, commissioning and integration with the heating or electrical system rests with the Customer and their replacement contractor. This does not remove the Company's responsibility for any defect in the specific work completed by the Company.

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15. Severability

I. If any provision contained in these terms is held by a court to be unlawful, invalid or unenforceable, the validity and enforceability of the remaining provisions are not affected.

16. Governing Law

I. These terms and the contract shall be governed by English Law and the parties submit to the courts of English Law in respect of any dispute arising.

17. Statutory Rights and Liability

I. Nothing in these Terms excludes or restricts the Customer's statutory rights or any liability which the Company cannot lawfully exclude or restrict, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.

18. Day-Rate Work

Where the nature of the project requires work to be undertaken on a day-rate basis, or the Customer requests and agrees to a day-rate arrangement, the applicable rates will be confirmed in writing before the work begins.

Unless a different rate is stated in the accepted estimate, quotation or written agreement, the Company's standard rates effective from 1 April 2026 are:

- Skilled operative: £480 plus VAT per operative per day.
- Labourer: £180 plus VAT per operative per day.

Where more than one person attends, the applicable daily rate will be charged for each person. Materials, products, specialist equipment, parking, waste disposal, subcontractors and other separately identified costs are additional unless expressly stated otherwise.

Normal working hours are approximately 8:15am to 5:00pm, including reasonable rest and lunch breaks. A working day includes necessary work connected with the project away from the Customer's property, including travelling to and from suppliers, collecting or exchanging materials and products, obtaining urgently required parts, transporting waste and other reasonable project-related journeys.

Day-rate work is charged for the labour time and resources provided and is not a fixed-price commitment to complete a particular amount of work within a specified number of days. Any indication of the anticipated duration is an estimate only, unless expressly confirmed as a fixed completion period in writing. The Customer will not be charged for time arising solely from the Company's avoidable error or for unrelated journeys or activities.

19. Complaints procedure

I. In the unlikely event that you should have a complaint, this should be made by telephone or email as soon as any problems are identified so that they can be addressed and resolved immediately. In the unlikely event that a complaint cannot be resolved in the first instance, please address the complaint in writing to the company's business address, where we will aim to respond formally within 7 days of receipt.

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Applies to contracts accepted on or after:
9th September 2026