

## **TERMS AND CONDITIONS**

1. These Terms and conditions ("**Terms and Conditions**") set out the terms on which we agree to provide plumbing, heating, drainage, bathroom installation, electrical, carpentry, appliance installation, air conditioning, plastering, or building services and other related and ancillary services to you ("**Services**") and the supply of materials and/or products ("**Goods**") necessary to complete the services. The service may be either: (a) emergency services, where you require us to perform Services immediately ("**Emergency Services**"); or (b) scheduled services, where you require us to perform non-urgent Services and you pre-book an appointment with us to do so ("**Scheduled Services**").

2. Meanings.

For the purpose of these terms and conditions the following words shall have the following meanings:

- a. "**Us / we**" shall mean A.G.A Plumbing and Heating Ltd.
- b. "**You**" shall mean you: the customer (the person or organisation for whom we agree to carry out works and / or supply materials).
- c. "**Our representative**" shall be the person we send to you to do the work.
- d. **BY ASKING US TO ATTEND A PROPERTY TO UNDERTAKE WORK, YOU ARE ACCEPTING OUR TERMS AND CONDITIONS.**

3. These Terms and Conditions will be incorporated together with any Verbal Estimate or Written Estimate into the contract between you and us and in relation to the Services (in each case the ("**Contract**").

4. The Order Process.

- a. You can make an order for Services either by email or by phone using the contact details set out in clause 24 below to arrange a time for us to attend the premises at which you wish us to perform the Services ("**Premises**").
- b. Where you require Emergency Services, they will be supplied at our charging rates for labour and Goods provided to you in accordance with clause 6 below. Once you have confirmed your acceptance of our charging rates, we will provide you with an anticipated arrival time at the Premises. The contract will become binding on you and us once you have accepted the rates provided and agree to us attending the premises.
- c. Where you require Scheduled Services, works required may be mutually agreed either during telephone discussions, or following supply of appropriate images / information. Alternately, we will confirm the date and time for an inspection of the Premises;

following completion of the inspection, we will provide you with a Written Estimate for the Services and any Goods by email (together with these Terms and Conditions).

- d. The contract will become binding on you and us once you accept the Written Estimate either by signing the Written Estimate or confirming your acceptance of it verbally or in writing and you have paid 50% of the Charges as required under clause 7 below.
- e. Verbal or Written Estimates are subject to withdrawal at any time before a Contract is entered into and shall be deemed to be withdrawn unless the Services have commenced within 30 days of the date of the Estimate.

## 5. Cancelling your Order.

- a. Clauses 5a to 5i inclusive only apply if you are a Consumer.
- b. Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have a legal right to change your mind and cancel the Contract within 14 days of entering into it, without giving a reason. This right is explained in more detail below. Please note that the right to change your mind **does not apply to any Emergency Services you purchase from us.**
- c. The cancellation period will expire 14 days from the date on which the Contract becomes binding (as described in clause 4 above).
- d. If you would like us to commence the provision of any Services and Goods during the cancellation period you must expressly request that we do so.
- e. To exercise the right to cancel, you must inform us of your decision to cancel the Contract with us by making a clear statement (e.g. a letter sent by post or email or a telephone call). The easiest way to do this is to contact our office, whose contact details can be found in clause 24 below.
- f. To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of your right to cancel before the cancellation period has expired.
- g. We will send you an acknowledgement of receipt of your notice by email.
- h. If you cancel the Contract with us, you will remain responsible for paying us for any portion of the Service performed or Goods provided prior to you notifying us of your intention to cancel, including the cost of Goods that we have bought or ordered in order to perform the Service for which we are not able to receive a full refund from the applicable supplier/s and the cost of any returns fee levied by the supplier/s and our time (including travel time) in returning the Goods. If we have fully performed the Services and supplied the Goods before you cancel the Contract with us, you will remain responsible for paying the full cost of the Service and any Goods supplied to you.



- i. If you are due any reimbursement for Services which we have not performed and/or Goods not supplied, and you have paid in advance, we will make this reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel the Contract.

## 6. Pricing Structure.

### a. Fixed Price Work:

- i. Estimates will include labour and materials.
- ii. Costs incurred for travelling (including congestion charges where relevant) and parking will make up a part of the total fee that we invoice for our services. VAT is payable on the total amount of the estimate, as this is the inclusive price for our service. The price will be fixed but manifest errors shall be exempted. Estimates may need to be revised if you change the scope of the work, if there is an increase in the price of materials, or if further works are deemed necessary.
- iii. It might be the case, following commencement of the services, we discover either: additional services beyond those included in any estimates are required; and / or additional goods are required in order to complete the relevant service; or you instruct us to carry out additional services of supply additional goods. In these circumstances, we will obtain your consent before incurring additional charges and, if you do not give your consent, we shall be entitled to terminate the services immediately and you will only be required to pay the charges in respect of the services delivered and goods supplied to the date of termination.

### b. Jobs on an Hourly rate:

- i. The first hour (or part thereof) at the premises will be a minimum charge and any time thereafter is charged in 30-minute intervals.
- ii. The total invoice to you will be the sum of the chargeable time spent by our representative travelling to / from and attending your premises to undertake the agreed work (which may be just a diagnosis, or a step-by-step investigation to determine the nature of the problem). Invoice amount will include the costs of any provided parts plus related travel costs. The time invoiced will include all reasonable time spent in obtaining / sourcing materials and non-stocked goods.
- iii. Parts and materials supplied by us will be charged at the trade price plus a maximum handling charge of 30%, of their cost excluding VAT.
- iv. VAT is chargeable on the total invoice price – the sum of all of these costs, including our charges and expenses.

### c. Collecting Materials for a Job:

- i. We try to minimise collection of materials by carrying everyday stock items. If we do need to collect materials, we will always try to keep the time to a

minimum. If the time is likely to be more than 45 minutes you will be informed before our representative leaves the job. Only one person will collect parts at a time.

## 7. Invoices / Payment.

- a. Invoices for services subject to hourly rates / specific fixed price services, i.e. boiler service, gas safety certificates will be issued on completion of works and must be paid in full on receipt of invoice.
- b. Where a verbal estimate has been provided, payment of the charges must be made, at our discretion, either in full prior to the services being supplied / being undertaken and / or goods being supplied, or by payment of a deposit of 50% of the charge on making the contract and payment of the balance of the charges (including any additional amounts in accordance with 10.a) in full on completion of the services.
- c. Where a written estimate has been provided, payment of 50% of the charges must be made on making the contract and payment of the balance of the charges (including any additional amounts in accordance with 10.a) must be made in full on completion of the services.
- d. Where a written estimate has been provided for a full bathroom refurbishment, payment of 25% of the overall charges must be made on making the contract, payment of 50% of the remaining balance must be made on completion of first fix and payment of the balance of the charges (including any additional amounts in accordance with 10.a) must be made in full on completion of the services.

## 8. Time Keeping.

- a. We will make every effort to attend each job on the date and within the time slot agreed with you according to our standard terms and conditions. However, we cannot accept any liability for either arriving late or not at all and for the late delivery or failure to supply materials.
- b. Please ensure all your belongings / furniture are cleared away from the intended site where our engineer(s) will work, to give immediate access to boiler / pipes / appliances / controls / boxing before we arrive on the premises. Our engineers may, at their discretion, and with your permission, agree to assist in moving furniture / personal belongings (as below, 10.e, additional charges may be applied). We cannot accept any liability for damage caused to fixtures and fittings when our engineers assist with moving these items.
- c. Where obtaining access is deemed to be too time consuming, within the booked time slot for the works, we reserve the right to make our minimum (hourly) charge and depart the premises. The client may make a new appointment for an engineer visit once access is made available.

## 9. Designated Customer.

- a. The person who has contacted us to book in a job will be deemed to be our customer unless it is made clear to us who the actual customer is. Tenants must provide us with confirmation they have the right to instruct us on behalf of the property owner, or the tenant will be liable for payment on completion.
- b. When engineers are on site, unless notified in advance by the actual customer that any potential issues need to be communicated to a particular person (ideally the actual owner / customer) who is not on site, this person must be available to speak to the engineer during his visit. If this notified person is not available, the engineer will deal with any person that is considered to be relevant e.g. family member / tenant; if this person cannot or will not make the necessary decision, the engineer will make a determination of the best course of action or leave the job in a safe manner and the remainder of the job can be re-booked at a future date as a new job and charged as appropriate.

## 10. Additional Charges.

- a. If you instruct us to do works or buy materials and then cancel, we reserve the right to charge you for the cost of any time and materials incurred by us. Charges will be those of our normal terms and conditions.
- b. We require 50% of the total cost of any estimated works to be paid before commencement and we reserve the right to request payment in full in advance at our discretion.
- c. Appointments that need to be cancelled must be notified to us by telephone and, at latest, by the end of normal office hours (5.00 pm Monday to Friday) on the working day before the scheduled appointment or we reserve the right to levy a one-hour charge for our engineers' time. Cancellations made further in advance should also be by telephone and acknowledgement received from us so that you are not left liable to be charged.
- d. Once major works (more than one full day or involving two or more of our engineers) have been scheduled, if you cancel or reschedule the agreed start time within 24 hours of commencement, we reserve the right to make a charge of £500 + VAT. Note, it is the landlord or owners responsibility that residents / tenants are aware of and have agreed to allow access to enable works to take place.
- e. We will not guarantee we can commence works where furniture or other personal belongings prevent us from accessing the sites relevant to the intended works. Where we are allowed and able to move personal items to allow the designated works to commence, this is done with the expectation that the time taken to gain access will make up part of our charges for works on premises.

## 11. Guarantee.

- a. We have a twelve-month non-transferable guarantee period for our labour. If you (the customer who commissioned the work) are not satisfied with our work, you must contact us in writing, within 12 months of us finishing the work and let us come to



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inspect the work and carry out the necessary remedial work at our expense. You agree:

- i. If you do not contact us within the 12 months we shall have no liability.
  - ii. Our insurers may inspect any works carried out by us.
  - iii. If we have not received full payment within 14 days of invoice date, then you void all guarantees.
  - iv. As per manufacturers instructions, if you don't get your boiler serviced every 12 months, your boiler guarantee will be void.
  - v. We only guarantee our work, not the parts we supply. We always endeavour to supply top quality parts.
- b. This guarantee does not affect your statutory rights.

## 12. Things we Cannot Cover.

- a. We take no responsibility for obtaining the relevant planning consents and for arranging for building control inspections. This is solely the responsibility of the client and / or their architect / project manager (or other client nominated appointee).
- b. We are unable to guarantee our work, or any parts and equipment supplied to you:
  - i. If parts or equipment are misused, treated negligently or if our work is modified or tampered with by anyone other than us.
  - ii. We don't guarantee stopcocks – we take no responsibility if this should fail after we've needed to turn the water supply on / off – unless we have installed it, and then only for 12 months.
  - iii. Where we carry out works on your behalf, using materials you have supplied, we are not able to establish provenance, quality, fitness for purpose or otherwise of these materials, therefore we cannot stand by their suitability, efficacy, or durability.
- c. We cannot guarantee:
  - i. Work where you order us to carry out work against the advice of our representative. This advice will be given to you either orally or in writing.
  - ii. Our guarantee is also void if we indicate further works need to be carried out and this is not done.
  - iii. Because of its nature, any work to unblock waste or drainage pipes. Nor can we guarantee further damage or defects caused by work that is not fully guaranteed or where recommended further work has not been carried out.
- d. Work on existing installations that are either inferior or more than 10 years old, means we are unable to guarantee the effectiveness or otherwise of our work in these cases.
- e. Unless otherwise indicated, estimates are plumbing only and do not include any building work, redecoration or making good. Although care will be taken, we cannot be held responsible for any floor coverings that we need to lift, or cupboards that we need to modify / dismantle, or any consequential damage that arises while gaining access to the areas where works are required, this includes, but not limited to (e.g. washing machines / dishwashers etc.).

### 13. Liability.

- a. We will only be liable for rectifying our own work and shall not be held responsible for any ensuing damage or claims resulting from this or other work overlooked or subsequently requested and undertaken at that time.
- b. We shall not be held liable for any delay, or consequences of any delay, in performing our obligations if such a delay is due to any cause beyond our reasonable control and we shall be entitled to reasonable time extensions.
- c. Inadvertent errors or omissions that occur in connection with estimates and invoices shall not constitute a liability, provided that any such errors or omission is corrected as promptly as commercially practicable after discovery.
- d. The steps that we will take to deal with client-assessed liability issues after the job is completed are as follows:
  - i. If you believe we have not done the work that we set out to do in a correct manner or have caused consequential problems through our actions or omissions, we will arrange with you to come and investigate the problem at the earliest opportunity.
  - ii. Initially, this will be a chargeable visit, at a cost of £150 + VAT, to be paid for in advance for our engineer's time to attend the site and discuss the issues you wish to raise and investigate your claims.
  - iii. If it is found that the problems have been caused by negligence or as a consequence of our actions, we will endeavour to put matters to right at our expense AND refund you the cost of the investigating visit as well, subject to our terms and conditions.
  - iv. If we discover the issues raised are not due to our actions during previous call outs, we will provide an explanation of what the current issue is and an estimate for the cost of putting it right.
  - v. If the issue is due to a misunderstanding of the instructions that you received from our engineer at the time, then this will be a chargeable visit.
- e. We accept no liability for any furniture / belongings we need to move for access, not do we take responsibility for moving these items back after the works are finished; we're only responsible for works to the appliances and associated wiring / pipework and the covers / materials that give us immediate access to the appliances / infrastructure that our works relate to.

### 14. Photography / Social Media.

- a. We may take photographs on site, before, during and after works are complete. These may be used on our database (please see our data protection policy) for our records, or for our website as promotional material, to show examples of the work that we do.

### 15. Service Visits.

- a. Please be aware that when our engineer conducts a service visit for an appliance e.g. boiler (any make/model), gas fire, this is a series of prescribed tests, checks and adjustments to ensure the appliance is set up correctly and working at optimum efficiency, as per the manufacturer's specifications and requirements. This service does not include tests or checks to any pumps, valves, diverters or systems





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connected to the appliance being serviced – though for an additional charge, these can also be checked and optimised.

- b. With respect to any new boiler installation, it is YOUR responsibility to ensure that boiler servicing is carried out AT LEAST ANNUALLY by our engineer or any other approved contractor, to stay within the terms of the warranty. Failure to do this will result in the extended warranty being terminated by manufacturer.
- c. We guarantee our work and that our engineer will have conducted all the necessary steps to ensure the appliance is working to its optimum capacity at that time. During this work our engineer may recommend further works or new parts, either to the appliance or associated installation, to reach this level. However, such a visit cannot establish the likelihood of a particular part failing in future; whilst there are certain indicators which our engineer will be trained to look for; these signs may not have manifested at the time of the service.  
Therefore, subsequent appliance failure should not be attributed to a faulty service; we can make a chargeable visit to establish the cause and effect a repair to your appliance.

#### 16. Recovery.

- a. We shall be entitled to recover the costs or damages from any person or contractor whose negligence or faulty workmanship makes us liable to pay for those damages or rectification of works.

#### 17. Gas.

- a. You will be solely liable for any hazardous situation in respect to the Gas Safe gas regulations or any Gas Warning Notice issued. Our engineers operate under their own Gas Safe registration and are therefore solely liable for any gas work and its subsequent liability.

18. We reserve the right to refuse or decline to undertake any work.

#### 19. Representation.

We reserve the right, at our absolute discretion, to choose who will represent us.

#### 20. Title to Goods.

- a. Goods supplied and delivered by us to you, or your premises shall remain our property until paid for by you in full. Whilst goods remain our property (we continue to have title over them) we have absolute authority to retake, sell or otherwise dispose of all or any part of these goods. At any time, and without notice, we shall also be entitled to enter the premises in which our goods, or any part of them, are installed, stored, or kept or it is reasonably believed to be so. We shall be entitled to seek a court injunction to



prevent you from selling, transferring or otherwise disposing of such goods. However, the risk in the goods will pass to you on delivery to you. You must insure them at replacement value, and if asked you must produce evidence that they are properly insured.

#### 21. Operation of New Installations.

- a. We consider it extremely important that the client makes time before we complete any installation works to discuss the salient points, such as new control systems. If you cannot be present when we sign off on the works, we can make a subsequent chargeable “walk-through” training/information visit or charge you to write a detailed report.

#### 22. Hierarchy of Applicable Terms and Conditions.

- a. These terms and conditions may not be released, discharged, supplemented, interpreted, varied, or modified in any manner except by an instrument in writing signed by our duly authorised representative and you.
- b. Our terms and conditions shall prevail over any terms and conditions used by you or contained, set out or referred to in any documentation sent to us by you. By entering into a contract with us you agree irrevocably to waive the application of any of your terms and conditions.

#### 23. Governance.

- a. These terms and conditions and all contracts awarded between us and you shall be governed and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the English Law.

#### 24. Contacting us

- a. Should you have any reason for a complaint, we will endeavour to resolve the issue and avoid any re-occurrence in the future. You can always contact us using the following details:

Address: 11 Cragdale Rise, Knaresborough, North Yorkshire, HG5 0DU

Email address: [info@agaplumbing.co.uk](mailto:info@agaplumbing.co.uk)

Telephone: 07584550804