



## Terms and Conditions

For the purpose of these terms & conditions the following words shall have the following meanings: (a) "The Company" shall mean Kane Plumbing and Heating (b) "The Customer" shall mean the person or organisation for whom the Company agrees to carry out works &/or supply materials. The Operative or Engineer shall mean the representative appointed by the Company.

1. Kane Plumbing and Heating will undertake work booked and for the price agreed in writing. Whilst every effort is made to make sure all details of the job are covered before work commences, sometimes things are missed or there are parts of the job which are impossible to quote for until work has commenced.
  - a. 1b. If additional work is necessary to complete the quoted job, then this will be discussed with the customer before work is carried out. An oral agreement for additional work is all that is necessary, unless either party feels it should be written.
  - b. If the customer is not available to discuss the additional work with after reasonable effort is made to contact the customer, then it will be assumed that the additional work is permitted to be carried out and invoiced as such. This situation is rare as the customer is normally at home during undertaken work, or easy to contact via phone.
  - c. If additional work is refused, then Kane Plumbing and Heating will undertake the parts of the quoted work that are still able to be carried out, with the full invoice still billable on completion.
  - d. Kane Plumbing and Heating cannot be held responsible for the overall effectiveness, presentation, and completion of the original quoted work, should the customer refuse any necessary additional work. If the customer wants to add additional work to the quote, then Kane Plumbing and Heating reserve the right to refuse.
2. Should there be found any dangerous, perished, missing, corroded or faulty equipment, fixtures, fittings or parts then Kane Plumbing and Heating will not be held responsible should they fail in any way, nor responsible for what damage they may cause or additional costs needed to fix. Sometimes these are impossible to diagnose as faulty until after they have been made aware Kane Plumbing and Heating will not be liable should existing parts fail when used for their intended purpose
  - a. A very good example of this is hot water cylinders with seized immersion elements. When changing a hot water cylinder immersion element, it has been known for the cylinder to split when trying to extract the element. This can cause leaks and significant damage, not to mention the cost of a new cylinder. Kane Plumbing and Heating are not responsible should this happen, as it would be impossible to tell the integrity of the

cylinder or the physical state of the immersion element until after it has failed, which would then be too late. It is very rare this happens; it can usually be spotted that such a failure may occur, but not always.

- b. Another example are pipes which have been incorrectly fitted or 'bodged' together. Should this part need to be disassembled or removed, it will be impossible to put back in such a 'bodged' manner, so it will be billed to put back together correctly, including any new parts needed.
  - c. Any corroded parts, fittings or fixtures which must be taken apart in a way not designed by the manufacturer i.e. Ripped apart or cut off, will also need to be replaced, and billed as such.
  - d. Should there be anything that constitutes a danger to person or property, or does not meet legal requirements, then this will have to be rectified, at cost to the customer, before further work can be carried out.
3. Kane Plumbing and Heating work to strict building, gas, water and health and safety regulations. If work already carried out in the place of work is deemed to not be up to these current standards, then Kane Plumbing and Heating could be deemed liable in a court of law, so the onus of rectifying this work would fall on Kane Plumbing and Heating at cost to the customer, or the situation made safe.
  - a. A good example of this would be an undersized gas pipe to a boiler. The installer may have installed incorrectly sized pipework, thus making the boiler dangerous to operate. If working on this boiler and this fault is found, then it then becomes mandatory for Kane Plumbing and Heating to either fix the issue or make safe the boiler. Kane Plumbing and Heating will not be held responsible for switching off or disconnecting any appliance, gas or water structure if it is deemed unsafe.
4. Kane Plumbing and Heating will not be held responsible for damage to any furnishings, fixtures or items that are in the way of the engineer undertaking the work. The customer is asked to move anything they believe may be in the engineer's way while undertaking work. If they are not removed, then the customer may be asked to move them with additional fees being added should this take a considerable time.
  - a. Kane Plumbing and Heating will not be responsible for anything which is in the way of the engineer undertaking their work, nor any accidental damage to items which have not been removed.
  - b. The customer is required to remove carpets and furnishings, so the engineer can remove floorboards, where necessary. Kane Plumbing and Heating will not be responsible for any damage or presentation should the customer fail to do so.
5. If a deposit is required, the amount is to be transferred to the bank details supplied. As soon as the deposit has been received and cleared, the job will be deemed to be booked as per the agreed date and time.
  - a. Should the deposit be delayed in being transferred and Kane Plumbing and Heating no longer has the dates available, then the deposit will be transferred back once the customer has sent their banking details or alternatives dates will be booked.
  - b. Once the deposit has been sent, it will be refundable up to 48 hours before the date the work is due to commence. Cancellation will need to be discussed and confirmed with Kane Plumbing and Heating in writing before this deadline. Any cancellations less than 48 hours before the date of work commencing will result in the loss of the deposit.
  - c. Should Kane Plumbing and Heating cancel the job, for whatever reason, then the deposit will be returned as soon as possible.

- d. Payment for the work undertaken is to be made, and cleared, on completion, on the same day, unless otherwise agreed in writing.
  - e. Payments are to be made by bank transfer or cash / cheque.
  - f. Should payments not be made on time, then Kane Plumbing and Heating reserve the right to pursue any monies owed through the legal system, including additional cost of legal fees and interest added to the invoice at the rate of 4% over the base rate.
6. Whilst reasonable effort will be made to work in a safe and secure premise, Kane Plumbing and Heating will not be deemed responsible should anyone on the premises injure themselves or cause damage to property whilst work is being undertaken. The customer is responsible for everyone, apart from employees of Kane Plumbing and Heating during the time work is undertaken and must act as such. Any damage caused by the customer will be billable.
7. The customer waives their right to a 14-day cooling off period under the Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013
8. Any, and all, work will not be deemed to be completed until the end of the quoted work.
  - a. Any, and all, works will not be at the finished standard until Kane Plumbing and Heating has finished and gives the customer the invoice.
  - b. Should the customer decide they no longer want Kane Plumbing and Heating back to carry on works carried out, for whatever reason, then the full invoice will be payable. This also includes same day work, should the engineer leave the premises for whatever reason.
  - c. The customer holds no right to withhold any tools or materials brought onto the premises. They must be made available immediately or legal proceedings will be brought to retrieve these items, for which the customer will be fully liable, including loss of earnings.
  - d. Any, and all, items that were not on the premises before the job was quoted for remain the property of Kane Plumbing and Heating and access cannot be denied retrieving them.
  - e. If the customer is dissatisfied with the work for any reason, then they reserve the right to pursue whatever channel they deem necessary. Withholding payment, however, is not one of those rights.
9. Unfortunately, from time to time, unexpected things happen which are out of the control of Kane Plumbing and Heating, Examples include the breakdown of vehicles, medical and personal emergencies, weather, traffic and technological failure (sat nav or phone inoperable for example). The delivery of parts can also be delayed.
  - a. If any of these scenarios arise, Kane Plumbing and Heating will do their best to advise the customer about the situation and how it impacts the job. This may mean the cancellation or postponement of some or part of the job. If this is the case, we will try to come to an arrangement about the work that is required. Kane Plumbing and Heating are not responsible for how this may impact the customer as these situations are deemed out of our control.
  - b. If partial work has already been carried out, and it cannot be completed, then a fair and reasonable negotiation shall take place to settle the invoice to that date. This will be proportional to the agreed quote.

10. Any, and all, parts, purchased by the customer will not be subject to any warranty. Should the parts be deemed to have caused damage, failure or fault to the work completed, then the guarantee for the work carried out will be deemed void.
  - a. If the parts supplied by the customer are not sufficient to complete the work as quoted, then additional costs may be added on to do so.
11. The customer has statutory rights on parts supplied and labour undertaken by Kane Plumbing and Heating Should anything go wrong with anything supplied or installed, then Kane Plumbing and Heating will make reasonable effort to sort the issue as soon as practicable. If the fault lies with a manufacturers part, then the part will be replaced free of charge, but labour may be billable. If the cost of the labour can be recovered from the manufacturer, then this will be sent to the customer after the invoice is paid.
  - a. Any signs of tampering will make any warranty and guarantee void. Defects or flaws which are as a result of any misuse, failure to adequately and properly maintain, neglect or failure to follow instructions or recommendations will also void warranty.
  - b. Any warranty ceases should the customer, or someone authorised by the customer, not live at the address.
  - c. If, after the Company shall have carried out the works, the Customer is not wholly satisfied with the works then the Customer shall give notice in writing within 12 months to the Company & shall afford the Company, and its insurers, the opportunity of both inspecting such works, & carrying out any necessary remedial works if appropriate. The Customer accepts that if he fails to notify the Company as previously mentioned then the Company shall not be liable in respect of any defects in the works carried out.
  - d. Kane Plumbing and Heating will not be held responsible should the customer decide to get any repairs done elsewhere, nor will they be liable for any invoices, unless otherwise agreed in writing.
12. Kane Plumbing and Heating will not listen to, or adhere to, any advice or demand, from anyone other than an official governing body.
13. Kane Plumbing and Heating will not be responsible for electrical failures to any part or component within a system that an engineer is or has worked on.
  - a. A prime example of this is boilers that have had the power supply interrupted to them, whilst being worked on, that then do not operate correctly afterwards. This is a common problem in the industry.
14. Kane Plumbing and Heating holds personal liability insurance cover which will cover up to £2 million pound worth of damage caused by the company. This does not affect the payment terms and conditions
15. Any, and all, waste from the job will be deemed as the customers unless otherwise stated by the company.
16. If any part of the job is deemed unsafe by Kane Plumbing and Heating then some or all of the work will cease Kane Plumbing and Heating reserve the right to refuse or decline any work at its own discretion.
17. All quotes are valid for 14 days after being sent

18. These terms & conditions may not be released, discharged, supplemented, interpreted, varied or modified in any manner except by an instrument in writing signed by a duly authorised representative of the Company & by the Customer. Further, these terms & conditions shall prevail over any terms & conditions used by the Customer or contained or set out or referred to in any documentation sent by the Customer to the Company; by entering into a contact with the Company the Customer agrees irrevocably to waive the application of any such terms & conditions. By entering into any further communication or interaction with the company, the customer wholly understands and accepts all terms and conditions as written.