

## Arton Plumbing & Heating Ltd. General Terms & Conditions

### 1. Definitions

1.1 For the purpose of these terms & conditions, which are referred to in this document as “these terms”, the following words or phrases shall have the following meanings:

1.1.1 “*Company*” shall mean Arton Plumbing & Heating Limited.

1.1.2 “*Customer*” shall mean the person organisation for whom the works are to be carried out.

1.1.3 “*Contract*” shall mean the agreement between the Customer and the Company to carry out the works of which these terms form a part and (where these terms are a schedule to a signed agreement between the Customer and the company (“*the Agreement*”)) the Agreement.

1.1.4 “*Works*” means the works described in the company estimate or any other document or email issued by the company, as may be varied by agreement in writing between the parties.

1.1.5 For the purposes of these terms, “*in writing*” includes by email and any document which is set out in a handheld device and any signature on a handheld screen shall be treated as in writing.

**2. Acceptance of Works:** The company reserves the right to refuse or decline any work at its own discretion. Where the company agrees to undertake works for the customer, this will be done so by authorised representatives of the company only.

**3. Call Out Fee and Charges:** The company charges a minimum 1 hour call out fee for all appointments, regardless of work carried out. This includes work quoted on an hourly rate, or fixed price work. If for any reason the company are unable to carry out works during attendance, the minimum 1 hour call out fee would still be payable for our attendance, plus the cost of any additional labour time over the first hour, and parts materials if used.

### 4. Estimates and Fixed Price Work

4:1 Any estimate supplied by the company is subject to withdrawal at any time before receipt of an unqualified acceptance from the customer, and shall be deemed withdrawn unless it has been accepted within 28 days from its date.

4:2 Unless otherwise specified, all estimates provided are done on an ‘as in’ basis, and are not a fixed price quotation or firm price. The estimate will set out the likely minimum costs involved based on a visual inspection by the company and/or details supplied by the customer.

4:2.1 In addition, the company reserves the right to increase the price prior to any works being carried out, equivalent to the increase of cost to the company including additional materials, labour, equipment hire and transport since the date of the provided estimate (either done so in writing, email or orally), unless the final price exceeds the estimated price by more than 10%, by which the customer may cancel the contract provided it does so prior to any works commencing (including the order of materials or equipment hired).

4:3 Any estimate provided by the company may be revised in the following circumstances:

4:3.1 If after the submission of the estimate by the company, the customer instructs the company (whether in writing or orally) to provide additional works or services not reference or detailed in the estimate.

4:3.2 If following the submission of the estimate by the company, there is an increase in the cost of materials to be supplied.

4:3.3 If following the submission of the estimate by the company, it is discovered further works and services need to be carried out which had not been anticipated.

4:3.4 If following submission of the estimate or works carried out, it is discovered that there was a manifest error when the estimate was prepared.

4:3.5 The company will not be under any obligation to provide an estimate to the customer.

4.4 The company will not be under any obligation to provide an estimate to the customer. The company will only be bound to estimates provided in writing to the customer. The company will not be bound to any estimates provided orally.

4.5 The customer will reimburse the company for any and all expenses incurred (including labour, materials and equipment hire) upon acceptance of an estimate which is subsequently cancelled by the customer.

## **5. Prices and Payment**

5.1 Any prices or rates advised are subject to VAT at the prevailing rate unless otherwise stated.

5.2 All invoices are due for payment immediately upon completion of works/ delivery to the customer.

5.3 All appointments made for works to be carried out (including fixed price works and estimates) by the company are done so with payment due immediately upon completion/ delivery of invoice.

5.4 Where any services or works provided by the company is subject to snagging, the customer agrees to make payment of 95% of the total invoice amount immediately

following completion of works. The customer must then provide the company access without delay to allow the snagging to be finalised and completed. Payment for the remaining 5% balance will be due following completion of the snagging by the company, or within 14 days of the invoice date should access not be made available – whichever is sooner.

5.5 Where the customer is represented by a third party person(s) or agent(s) (such as a managing agent, landlord, tenant or other occupier, friend, family, contractor or other representative), in the event of non-payment by the customer, the third party will be responsible for full payment unless the company has agreed otherwise in writing prior to any works commencing.

5.6 For any late payments whether in part or in full of an invoice to the company, will be subject to the daily interest rate of 3% over the base rate, until the payment in full is received by the company.

5.7 The company will be under no obligation to provide or issue any guarantees, certificates or other similar documents to the customer for works, unless payment has been made and received in full.

**6. Illustration and Description of Works:** Any illustrations, descriptions, imagery either displayed on the company's website, in marketing materials (both offline and online), catalogues, price lists or other are intended merely to present a general idea of works and services provided by the company. No part of these shall form part of any contract.

**7. Inspection, Delivery and Completion of Works:** The company will advise the customer of the date and time for works to be carried out. The company will always endeavour to ensure they maintain this schedule and that their operatives attend at the agreed time. However, the company accepts no liability in respect of late/non-attendance at any site, or the late/non delivery of any equipment or materials. All times provided by the company are estimates only.

**8. Indemnity:** The customer shall indemnify the company against any and all actions, claims, demands, suits, losses, costs, expenses and charges which the company may suffer or incur in connection with a claim by a third party, resulting from a breach of the customers obligations, undertakings and representations and warranties in connection with this contract.

## **9. Limitations of Liability**

9.1 The company's liability shall be limited to:

9.1.1 The repair or making good of any defect pursuant to its undertaking in paragraph 10 below, and subject to paragraph 7 above.

9.1.2 Liability for personal injury or death resulting from negligence in the course of carrying out the company's duties.

9.1.3 The reasonable costs of repair or reinstatement of damage or any loss to the customers property, should this result from the negligence of the company or its employees, and the customer incurs such costs.

9.1.4 The company will not hold any responsibility for any damage suffered to a part of any property where the damage is in whole or in part a consequence of a defect or weakness in that part of the property.

9.1.5 The company will not hold responsibility or liability for damage caused whilst investigating and repairing any plumbing, gas or drainage work, including blockages. This includes but 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 other damages as a result.

9.1.6 If damage to plaster and brickwork is caused it will be the customer's responsibility to make good. We cannot accept responsibility for any damage to wallpaper, paintwork, tiles, carpet, furniture etc. Any silicone work does not carry any guarantee.

9.1.7 It is the responsibility of the customer to protect items of furniture, furnishings, fixtures and fittings. We will make reasonable efforts not to cause damage. It is suggested that the customer remove items that are considered to be a problem. If items remain within the working area, it is the responsibility of the customer to cover such items.

## **10. Defects**

10.1 Subject to paragraph 7 and the exclusions listed below, the company undertakes to make good and repair any defect in completed work, which appears within six months of the complete date of the same, to the extent that such defect arises from the breach of the company's obligation under this contract. All defects must be notified to the company by the customer in writing within this period, and the company and its insurers must be provided the opportunity to inspect the work and any alleged defect. This inspection shall only apply to work carried out and completed by the company that has been paid in full by the customer. If following the inspection, it transpires that the alleged defect is not the result of any work or service carried out or provided by the company, the company reserves the right to make a charge to the customer for the inspection visit at its standard rate. The company reserves the right to not carry out any work where the customer cannot provide sufficient evidence that the work was originally carried out by the company, or where full payment has not been received for said work.

10.2 The following exclusions apply:

10.2.1 Any parts of materials supplied by the company will only be provided with the manufacturers or suppliers guarantee, and are not guaranteed by the company.

10.2.2 Any systems or structures which have not been installed by the company

10.2.3 Any defects resulting from the misuse, wilful act or faulty workmanship by the customer or any other third party working for or under the direction of the customer.

10.2.4 Any structural defects, such as but not limited to subsidence and its resultant effect.

10.2.5 Any damage to drainage systems caused by any outside force or root penetration.

## **11. Permits, Licenses, Regulations and Other Consents/Access:**

11.1 It is the customer's duty to ensure suitable permission, permits, licenses and all other consents from the owner/landlord/agent/organisation, and/or planning permission if necessary is obtained prior to installation work carried out by the company. The company will not be held responsible for any damage to the property (such as fixings, holes etc.) if this has not been obtained, and in the event of equipment supplied or installed requiring removing or re-positioning, extra charges will be incurred.

11.2 The customer shall provide clear access to enable the company to undertake the works, and will make all the necessary arrangements with the proper persons or authorities for any traffic controls and signals required in connection with carrying out the works.

11.3 The customer shall obtain permission for the company to proceed over property belonging to neighbours or third parties if this is necessary. The customer shall indemnify the company in all aspects of claim from neighbouring/third party properties arising out of the presence of the company or its employees/ representatives.

11.4 The customer will at all times ensure the environment is safe for the company and its employees/representatives for the purpose of carrying out the works.

11.5 Where applicable to drainage works and services, the customer shall provide the company, if possible, a plan of the drain layouts. If this is not available, the company reserves the right to make additional charges at the applicable rate if blockages occur in drains not covered or identified by the customer.

11.6 By instructing the company to proceed with any works as agreed, it is thought by the company the customer has sought the necessary permission as set out above. The customer will be liable to the company for all loss and damage whether indirect, direct or consequential which has been suffered by the company as a result of failure or delay by the customer in performing the obligations as detailed above.

**12. Force Majeure:** The company will use all reasonable efforts to carry out and complete the works on time, but shall not be liable to the customer or any third party if the works prove impossible due to events or circumstances beyond the company's reasonable control.

**13. Cancellation:** If the customer cancels any contract with the company, without the company's consent, the customer agrees to indemnify the company against any and all loss, damage, claims or actions arising as a result of such cancellation, unless otherwise agreed in writing, and is without prejudice to the company's right to payment in accordance with paragraph 5.

**14. Removal of Waste and Materials:** The company is not responsible for the removal of any waste materials. The customer is responsible for the removal of any/waste materials resulting from the works carried out by the company.

**15. Frozen Pipes:** The company will not be liable for any fractures found in frozen pipes attended by the company, and cannot guarantee to clear blockages occurring within frozen pipes or drainage systems.

## **16. Guarantees**

16.1 Any guarantee provided by the company shall be for labour only, in respect of faulty workmanship from 12 months of the date of completion. Any parts, equipment or components supplied by the company will be covered by their respective manufacturer's warranty.

16:2 The company guarantee will become null and void if the work/appliance completed/supplied by the company is:

16:2.1 Subject to misuse or negligence

16.2.2 Repaired, tampered with or modified by anyone other than a company employee/ representative.

16.2.3 The company accepts no liability for (or guarantee suitability for) materials supplied by the customer or other third parties, and will not accept liability for any damage or faults as a result.

16.3 The company is unable to guarantee any work in respect of blockages in waste and drainage systems.

16.4 The company is unable to guarantee any work which has been undertaken on instruction by the customer, against the company/employee advice/recommendation.

16.5 The company will only guarantee work directly undertaken by the company and its employees.

16.6 The company will not be liable or responsible for any damage or defect arising from work not fully guaranteed or where recommended work has not been carried out.

16.7 The company will not guarantee work where the customer has been notified either verbally or in writing by the company of any related work which requires attention.

16.8 The customer shall be solely liable for any hazardous situation in respect of Gas Safe regulations, or gas warning notice issued, unless otherwise caused by the company's Gas Safe operative.

**17. Complaints Procedure:** In the unlikely event the customer experiences a problem with the service provided by the company, the customer must put their complaint in writing to the Head Office at Arton Plumbing & Heating Limited, Unit 26 Integra, Bircholt Road, Maidstone, Kent, ME15 9GQ at their earliest opportunity. Upon receipt of this complaint, the company will endeavour to resolve the matter within seven working days.

### **18. Notice of Your Right to Cancel**

18.1 The customer has the right to cancel this contract within 14 calendar days starting on the day the notice of right to cancel is issued.

18.2 Should you send your cancellation notice in writing via post, it is recommended you retain proof of postage by certificate of posting, or recorded delivery slip. We advise that all notice of rights to cancel are sent via email.

18.3 Notice of cancellation is deemed to be served as soon as it is posted/sent.

19. Notice of Your Right to Cancel: By accepting an estimate in writing, you agree work will commence before the seven day cancellation period expires, and should you subsequently cancel in accordance with your rights, you are advised that reasonable payment may be due for any work carried out, including labour at the applicable rate.

20. Work Carried out Prior to the Expiry of the Cancellation Period: By accepting an estimate in writing, you agree work will commence before the seven day cancellation period expires, and should you subsequently cancel in accordance with your rights, you are advised that reasonable payment may be due for any work carried out, including labour at the applicable rate.

***Nothing in these terms and conditions is intended to remove your rights regarding the quality of our work, or relating to faulty or misdescribed goods that are supplied as part of our service.***