

THE GROVES PLUMBING AND HEATING LTD

Terms and Conditions

1. These terms and conditions

1.1 These terms will apply to all plumbing, boiler repair, gas safety and any other services ("**the Services**") provided by The Groves Plumbing and Heating Ltd (Company No. 14557436) whose registered office and place of business is at 2 Poplar Grove, New Malden KT3 3BY ("**we**", "**us**" or "**Groves P&H**") to the customer ("**you**" or "**the customer**"). These terms and conditions along with any quotation, estimate, scope of work or other document setting out the Services to be provided (if any) ("**Quote**") will together form the agreement between you and us ("**the Agreement**" or "**this Agreement**").

1.2 These terms and conditions may not be released, discharged supplemented interpreted varied or modified in any manner except as agreed and put in writing signed by both parties.

1.3 These terms and conditions do not apply to work we carry out as a sub-contractor, for which the terms between the customer and their main contractor will apply.

1.4 To the extent any terms in any Quote are contrary to any express provisions in these terms and conditions, the relevant provisions in the Quote will prevail over these terms.

2. The Services

2.1 We provide the following types of services

2.1.1 reactive or call out services which we provide if you have called us to carry out a repair or carry out any other work without a prior Quote ("**Call Out Services**");

2.1.2 Services which we provide after having given you a written estimate or Quote which you have accepted ("**Quote Services**")

2.2 For Quote Services we will provide the Services to you as set out in the Quote, subject to these terms and as otherwise agreed in writing.

2.3 For Call Out Services we will carry out the Services as orally agreed with you, subject to the terms of this Agreement. Please note that if we are called out and we identify significant work we may then provide you with a Quote before proceeding.

2.4 The Services will be carried out at the address set out in the Quote or otherwise provided to us prior to the start of the Services ("**the Property**").

2.5 We will carry out the Services with reasonable care and skill.

2.6 We shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and we shall notify you in any such event.

2.7 You may request a change in the Services at any time but we will only provide such different services if we believe we are qualified to do so. If such changes to the Services constitute a material change we reserve the right to revise our fees as previously agreed with

you. We will not perform any alternative Services until such time as you have agreed to pay any such additional fees.

2.8 You may request services *in addition* to the agreed Services. Such additional services shall be charged at our standard hourly rates. We will not perform any additional Services until such time as you have agreed to pay any such additional fees.

2.9 We may provide some of the Services through third parties and subcontractors. Whether or not we sub-contract out any of the Services to third parties is at our absolute discretion and you shall not have the right to object to any third party providing the Services. In some circumstances you may be required to enter into an agreement or accept the terms and conditions of a third party contractor in which case we will not be liable for the actions of any such contractor.

2.10 You agree to supply us with all necessary information which we will reasonably require for us to be able to perform the Services. If you do not provide us with such information we will not be liable to you for any failure to carry out the Services as a result including any failure to complete the Services within the otherwise agreed between us.

2.11 You agree that you will at your own expense obtain all necessary permissions and consents for any Services (including landlord or freeholder consents, building regulations and planning consents). We will assume such permissions and consents have been granted and shall have no liability for any loss or damage arising from failure to obtain such permissions and consents.

3. Quotes

3.1 For Quote Services we will provide a Quote in advance setting out the Services and the Property details.

3.2 For Call Out Services we will not provide a Quote in advance of attending the Property.

3.3 Any Quotes are provided on the basis of information, scope of work and specification provided by or agreed with you. Where appropriate, this may include an inspection of the Property. We shall not be liable if we cannot carry out the Services in the manner originally envisaged due to any facts or circumstances which were not disclosed to us or, where a visit to the Property was undertaken, which were not immediately apparent from that visit.

3.4 The quoted price shall represent the estimated total amount together with any VAT which is payable by you for the Services specified in the Quote

3.5 Please note that the cost provided in the Quote may be varied (or we may decline to carry out the Services) as follows:

3.5.1 If after submission of the Quote you ask us (whether orally or in writing) to carry out additional work and/or undertake additional services which are not specified or otherwise referred to in the Quote (in which case the additional work and/or services will be charged at the current applicable hourly rate and the cost added to the quote price);

3.5.2 There is any increase in the source cost of parts or materials (in which case the increase in cost will be added to the quote price);

3.5.3 It is discovered that additional work and/or Services need to be carried out which could not have reasonably be anticipated by us when the Quote was prepared (in which case, such additional work and /or services will be charged at the current applicable hourly rate);

3.5.4 It is discovered that there is far more work involved than we anticipated, in which case the Quote is invalid and we will prepare a new Quote and you will have the option to cancel.

3.5.5 If you instruct us to attend a different property from the Property;

3.6 Quotes are not valid unless provided to you in writing. You may accept a Quote orally but before work commences the Quote must be accepted in writing (including email). You are deemed to have accepted a Quote if you instruct us to carry out the relevant Services.

3.7 Quotes are valid for 30 days from the date of issue. This does not affect our right to withdraw a Quote at any time prior to its acceptance for any reason.

3.8 If you require a particular date/time for the Services to be carried out, we will use reasonable endeavours to meet the relevant date/ time but we will not be bound by any deadlines provided by you.

3.9 If we are delayed or prevented from starting work by an agreed date/time due to delay or default on your part we may on written notice to you add additional charges at a reasonable sum in respect of any additional costs incurred.

3.10 If we are unable to provide the Services on an agreed date due to circumstances beyond our reasonable control, we will contact you to agree an alternative date.

3.11 The Company will carry out the work during normal hours 8am to 5pm Monday to Friday. Any work outside these hours (which we are not obliged to provide) will be subject to an increased hourly rate.

3.12 We reserve the right to charge a call out fee for any estimate or Quote that requires a visit to the Property or physical inspection.

4. The Property

4.1 You must provide all information that we may reasonably require for the purposes of carrying out the Services including any information about the Property (where a visit to the Property was undertaken, this includes information which was not immediately apparent from that visit).

4.2 It is your responsibility to move or remove any personal property or effects at the Property before we start carrying out the Services in order to ensure that they are not damaged in any way as a result of us carrying out the Services.

4.3 During any period in which the Services are being provided, all areas in which we will be working must be kept clear, accessible, and ready for us to operate in, whether or not we attend the Property at that time.

4.4 Electricity, water and other amenities are to be provided at all times whilst we attend the Property.

4.5 Where the provision of the Services will take more than one working day, we will, where reasonably possible, leave the Property in a clean and tidy state and minimise any disruption to your use and enjoyment of the Property while work is being carried out. We will, wherever possible, store all tools and materials only in areas where work is being carried out.

4.6 We may, at our discretion, deliver, or arrange for the delivery, of parts, materials and/or equipment to the Property. These will remain our property at all times. Upon delivery you will take appropriate measures to ensure safekeeping.

4.7 Where any damage occurs to the work, tools, equipment or materials at the Property in our absence, we may charge an additional fee in respect of this.

4.8 We are not responsible for making good any damage caused to the Property as a result of carrying out the Services for example the removal of carpets, linoleum and special types of flooring, parquet, hard wood, laminate or tiled floors in order to carry out an installation or carry out repairs.

4.9 We will take all reasonable care but you accept that damage may be caused to decorations and fittings in the Property which may need redecoration following completion of the Services, which is not included in the price. This does not exclude our responsibility for damage which is beyond what is reasonably commensurate with the Services.

5. Fees and Charges

5.1 Call Out Services will be charged on the basis of labour at our standard rates and applicable parts and materials.

5.2 Quote Services will be charged as set out in the Quote (subject to clause 3 above).

5.3 Full details of our standard labour rates are available on request.

5.4 The minimum charge for Call Out Services is one hour. Hourly rates will vary outside of normal working hours and at weekends.

5.5 We will charge for any parts and materials at cost plus 20% (which covers the time and effort involved in sourcing and obtaining the parts and materials). We will also charge for any incidental costs as set out in these terms.

5.6 The hourly rates will start from the arrival of the engineer, except where the customer has asked the company to collect the keys to the Property from another address, or any parts and materials are required by us, in which case travel time will be charged in addition.

5.7 For Call Out Services we may require that payment is made by card on each day Services are provided and we will follow up with a receipted invoice.

5.8 For Quote Services we will invoice you on completion of the Services, or prior to completion by written agreement between parties or in accordance with the payment terms set out in the Quote.

5.9 We may specify (in a Quote or otherwise) that payment of a deposit in advance is required; in which case we will submit an invoice which is payable before we start the Services.

5.10 You agree to settle and pay each invoice immediately when submitted.

5.11 Any payment due for Call Out Services or Quote Services must be made on the day of our visit by mobile card reader or BACS at our discretion. We will then follow up with an invoice.

5.12 The price for a landlord's Gas Safety Certificate includes the inspection of a boiler plus one additional appliance eg gas hob. Gas fires will incur an additional charge. Any other gas appliances tested at the property will incur a further charge.

5.13 We are entitled to recover, and you agree to pay the following reasonable and unavoidable additional costs from you:

5.13.1 all London Congestion charge payments incurred by company and engineer in attending property and/or premises of preferred supplier

5.13.2 a Call Out charge equal to one hour of services if you cancel an appointment within 24 hours of the scheduled start time or if we attend the property and you are not in or we are not permitted to provide the Services;

5.13.3 if you order parts or materials which are unsuitable and we are required to obtain suitable alternative materials and parts then we can recover the cost of the labour in obtaining the materials and parts and the applicable cost of the parts and materials (plus 20%).

5.14 We reserve the right to amend the Quote or charge you for any additional Services that are required in the event that facts or circumstances become apparent (which were not disclosed to us and, where a Property visit was undertaken, were not immediately apparent from our visit to the Property) which are likely to impact on our provision of the Services by requiring additional work by us.

5.15 We are not required to provide follow-up work without charge, save that, on completion of a new boiler installation or any major works entailing the drainage of the heating system you may request one further visit from us to vent air from the radiators (known as bleeding) provided you notify us that you require this service within 30 days of completion of the works and have settled the invoice in full. Any other visits shall be chargeable.

5.16 Where payments are not made on the due date an additional admin charge may be incurred for late payment and we reserve the right to suspend all further work until such invoices are paid in full. If payment is made and subsequently stopped, declined or returned by the bank for any reason you are liable for all costs which may be incurred by us in obtaining recovery of payment of the invoice in full

5.17 In the event of any minor defects you shall not be entitled to withhold more than 5% or £250 (whichever is greater) of the balance due. Once the defect is corrected by us, the withheld amount must be paid in full.

5.18 If you cancel the contract with us at any time prior to the work being completed including the period between instruction and acceptance of Quote you will be liable for all costs which have been incurred by us.

5.19 You are responsible for settling our invoices and charges unless you have disclosed in your initial instructions prior to Services commencing that you are acting on behalf of a third party and the third party has confirmed this in writing and we have accepted this in writing.

5.20 Where an order includes customised parts or materials, or if we have ordered any parts and materials on your behalf the cost of these items (plus our handling charge of 20%) will be non-refundable.

5.21 It is your responsibility to provide parking permits if required to attend the Property or any preferred supplier we have agreed to us. Any parking expenses incurred by us attending the Property and/ or the premises of the preferred supplier will be added to the invoice.

6. Health & Safety and Plumbing and Heating Systems

6.1 You are liable for the state of any property we attend to provide Services, including health & safety obstructions, hazards or similar, or any existing hazardous situations in respect of gas or electricity. We will also carry out our own Health & Safety risk assessment.

6.2 If while providing Services a health and safety concern arises, including finding asbestos, we reserve the right to cease providing Services immediately until the site is made safe. The cost of making a site safe, including removing asbestos, is not included in the price.

6.3 If we need to connect new equipment to your existing plumbing or heating system, we do not accept liability for the cost of repairing or replacing parts of your existing system which subsequently develop faults. In certain situations we may charge for visits made to your home if your system is faulty or has developed a fault after the installation has been conducted. We do not accept liability where your central heating system does not function properly because your water supply becomes inadequate or the water pressure becomes invariable.

6.4 We accept no responsibility for any existing installations and or components that may be affected after work has been carried out within the Property. This relates in particular, but not only, to any pipework, radiators, valves, pumps, shower pumps, boiler & parts, electrical controls and/or bathroom/WC services.

6.5 It should be noted that on changing to a higher pressure rated system from a lower pressure rated system we accept no responsibility for any leaks and/or damage incurred as a result of this conversion (hot and cold systems and central heating systems).

6.6 Please be aware that power flushing can cause leaks in pipe work and components and we do not accept liability for this. Any cost for repair for which we are not liable will be charged in accordance with our standard charges and rates.

6.7 If a power flush is undertaken and your system is excessively full of rust and sludge a further power flush may be required at a future date for which a charge will be made. In addition it is possible that some blockages may not be able to be removed and in such cases we will provide further advice as to the options available.

6.8 If you have requested that an existing appliance be re-installed or moved (eg boiler) we accept no liability for any internal leaks or malfunctions of this appliance as a direct result of this installation.

7. Guarantee

7.1 Subject to clause 7.2 and the limitations on our liability in clause 12, Groves P&H guarantees that the Services and any goods and materials used in the Services will be of reasonable quality, and will be free of defects in workmanship for a period of 6 months from the completion of the Services (subject to and conditional upon payment in full by you for the Services) and will meet any description held out by us. In the event that we have not carried out the Services with reasonable care and skill or that any goods or materials are defective or not fit for purpose then we shall carry out such further work as is necessary to remedy such unsatisfactory services or repair or replace any such defective goods or materials.

7.2 The guarantee does not apply to any defect which arises:

7.2.1 in relation to installed equipment which is defective or not fit for purpose;

7.2.2 due to you acting against our advice;

- 7.2.3 due to any failure on your part to give us necessary information;
 - 7.2.4 from normal wear and tear;
 - 7.2.5 from failure to maintain equipment or failure to follow our advice and guidance as to ongoing maintenance and care;
 - 7.2.6 from acts or omissions by other contractors or traders,
 - 7.2.7 from accidents or other events outside of our reasonable control;
 - 7.2.8 from negligence on your part or on the part for your other contractors or traders;
 - 7.2.9 as a result of any use of parts and materials not supplied by us;
 - 7.2.10 because you failed to follow our instructions as to the use or maintenance;
 - 7.2.11 as a result of us following any drawing, design or specification supplied by you;
 - 7.2.12 as a result of you altering or repairing any of our work or parts or materials without first consulting with us;
 - 7.2.13 due to a manufacturer fault and there is a manufacturer warranty available;
 - 7.2.14 due to delays outside of our control;
 - 7.2.15 as a result of wilful damage, negligence, or abnormal working conditions caused by you or any third party;
- 7.3 The six month guarantee in clause 7.1 does not apply to blockages of waste and/or drainage systems or similar.

7.4 We reserve the right to assess any work or goods and materials complained of before carrying out any additional work. If in our reasonable opinion the Services have been performed satisfactorily or the goods and materials are not defective then we may not carry out any such additional work or may charge you additional fees if we do so.

8. Timescales

8.1 The Services will be carried out between the working hours of 8am and 5pm on weekdays which are not UK Public Holidays. Any variation of these working hours will be treated as a material change to the Services for which we may charge an additional fee.

8.2 We will endeavour to complete the Services in the time period set out in the Quote or otherwise agreed between the parties. We cannot however guarantee to complete the Services within this period and time is not of the essence.

8.3 Any estimated time period is based on your cooperation with us and the cooperation of any other contractors or professionals we may need to work with.

8.4 We reserve the right to suspend provision of the Services if they cannot be carried out due to any of the following reasons:

8.4.1 You fail to provide us with access to the Property when required by us or anybody engaged by us to provide the Services;

8.4.2 You fail to provide us with any information about the Property that we may require in order for us to be able to carry out the Services properly;

8.4.3 You or any third party whose cooperation we require fail to cooperate with us;

8.4.4 You fail to make payment to us of any sum which is due to us;

8.4.5 You fail to ensure that the site is safe for us to work in;

8.4.6 We are unable to carry out the Services to the required standard for any other reason beyond our reasonable control;

For the purposes of this clause 8.4, 'us' shall include any third parties sub-contracted by Groves P&H.

8.5 If we arrive at the Property to carry out the Services and we cannot proceed with the Services due to any of the reasons described in clause 7.4 above, we may charge at our standard hourly rates for any wasted time.

8.6 We shall not be liable to you or subject to any reduction in our fees should you suffer any loss as a result of us not completing the Services within any indicated timescale, including for any of the reasons given in clause 8.4 above.

9. Parts and materials

9.1 We will use reasonable endeavours to ensure that the parts and materials used in the provision of the Services are of reasonably quality.

9.2 Title to parts and materials will pass to you on payment in full.

10. Cancellation

10.1 If you are engaging Groves P&H's Services as a domestic customer:

10.1.1 Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel your agreement with us 14 days after entering into it without giving any reason and without being liable for any payment.

10.1.2 Where the date on which the Services start is within the 14 day cancellation period under the Consumer Contracts (information, cancellation and additional charges) Regulations 2013, you are expressly agreeing to the Services commencing within the cancellation period and you accept that you will be liable to pay an amount proportionate to those Services provided in the cancellation period together with the cost of any applicable parts and materials.

10.1.3 If you wish to cancel this Agreement you can do this by sending a written notification of this to Groves P&H (this includes by way of email) and you may use the cancellation form attached although you are not obliged to do so.

10.2 Please note that if you cancel the Services after we have started providing the Services, you will be liable to pay a proportionate amount in respect of those Services already performed.

10.3 The cancellation right above will not apply if you are engaging us in the course of business and are not a domestic customer. For the avoidance of doubt, you are not a domestic customer if you are engaging Groves P&H's Services as a business or otherwise in the course of trade, even if your customer or client is a domestic customer.

11. Term and Termination

11.1 This Agreement shall come into force on the day you confirm acceptance of a Quote or confirm a Call Out.

11.2 Provision of the Services shall start on the date agreed between us (provided that we are able to start work on the relevant date) and shall, subject to prior termination provided for under this Agreement, continue until the Services have been carried out.

11.3 We will be entitled to terminate the Agreement (and any Services then being provided to you) on notice to you in the event that:

11.3.1 you fail to pay any invoice when due; or

11.3.2 you fail to co-operate with us in the performance of the Services; or

11.3.3 you are in material breach of any other provision of the Agreement and, if the breach is capable of remedy, have failed to remedy that breach within 30 days.

11.4 All terms of this Agreement which are capable of surviving termination will continue in full force and effect following termination of this Agreement.

12. Liability

12.1 **You agree that our liability in respect of any loss under the Agreement with you shall be limited in accordance with these terms and conditions.**

12.2 **Nothing in this Agreement shall limit or exclude our liability for death or personal injury, fraud or fraudulent misrepresentation arising as a result of our negligence or the negligence of our employees, agents or sub-contractors.**

12.3 **Subject to clause 12.2, Groves P&H will not be liable to you in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any: a) loss of profits; b) loss of business; c) depletion of goodwill; d) loss or corruption of data or information; e) loss of anticipated savings; f) loss of bargain; g) pure economic loss; or h) special, indirect or consequential loss whatsoever.**

12.4 **The total liability of Groves P&H, including the liability of our employees, agents, sub-contractors in relation to the Services will (except in relation to liability as set out in clause 12.2) be limited to the amount paid by you to us under this Agreement. .**

12.5 **We can only act upon the information disclosed by you to us and act on problems presented by you to us at the time of our visit. It is your responsibility to alert us to any pre-existing conditions and/or relevant work that has been carried out by third parties which may affect our subsequent work and /or decisions. If any relevant information is withheld or omitted to be disclosed, we will not be liable for any resulting losses.**

12.6 **No claim may be brought against Groves P&H in relation to any Services more than 1 year following completion of the services.**

12.7 **We will not be liable if any loss or damage arises as a result of a) your failure to cooperate with us under the Agreement; b) the negligent or wilful acts or omissions of you or any of your other contractors or traders.**

12.8 We will not be liable to any party other than the party named in our Quote or to whom we agree to provide Services.

12.9 You accept that the limitations of our liability set out above are reasonable in all the circumstances.

13. General

13.1 No term of the Agreement will be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person that is not a party to it.

13.2 Each of the parties warrants its power to enter into the Agreement and has obtained all necessary approvals to do so.

13.3 Both parties shall be released from their respective obligations in the event of national emergency, war, pandemic, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of the Agreement impossible. .

13.4 Each party acknowledges that these terms and conditions and the Quote contain the whole agreement between the parties and that it has not relied upon any oral or written representations made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it.

13.5 Any notice to be served on either of the parties by the other shall be sent by pre-paid recorded delivery, registered post, fax or email to the address of the relevant party shown in the Quote, at the start of this Agreement or such other physical or electronic address as may be notified by one party to the other.

13.6 This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which will be an original and all of which together shall constitute one instrument. This Agreement shall not be effective until each of the parties has executed at least one counterpart.

13.7 If any provision of this Agreement is, or is found to be, illegal, invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall not be affected by such illegality, invalidity or unenforceability.

13.8 Failure by us to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver by us of them or the right at any time subsequently to enforce all terms and conditions of this Agreement.

13.9 This Agreement shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England.

13.10 Any proceedings arising out of or in connection with this Agreement may be brought in any court of competent jurisdiction in England or Wales.

Appendix

Example Cancellation Form

To: The Groves Plumbing and Heating Ltd (Company No. 14557436) 2 Poplar Grove, New Malden KT3 3BY.

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) cancel my/our (delete as appropriate) contract for plumbing, boiler repair or gas safety services dated _____

Name of consumer(s): _____

Address of consumer(s): _____

Signature of consumer(s): _____

Date: _____