

WILL I AM PLUMBING AND HEATING LIMITED - Terms and Disclaimer

1. Definitions

- 1.1. The Company: References to 'The Company' in all dealings shall include The Company (**Will I Am Plumbing and Heating Limited**), The Company's agents and employees.
- 1.2. Variations: Variations shall include additions, omissions or substitutions to the originally agreed work, fittings and fixings, etc.

2. Payment Terms

- 2.1. Unless explicitly agreed prior to commencement of work, payment will be due in full within 28 days upon completion of works.
- 2.2. All prices include VAT at the appropriate rate.
- 2.3. Acceptable methods of payment are:
 - a) Electronic Payment (BACS, CHAPS, etc.)
 - b) Cheque
 - c) Cash
- 2.4. All materials and goods supplied by The Company shall remain the property of The Company until the customer has paid the full invoice.

3. Quotations

- 3.1. All quotations for work will be provided based on the information given to The Company by the customer and The Company's agents. Any variations to the work following the issue of the quotation and prior to commencement of work shall result in a revised quotation being issued for acceptance.
- 3.2. For variations after work has commenced, a fixed price to cover the variation shall be agreed between The Company and the customer and added to the final invoice.
- 3.3. In the event that requirements change due to insufficient information having been provided, defects/faults found in existing installations, etc. the customer would be liable for any additional expense incurred.

4. Estimates

- 4.1. Estimates are provided on a best endeavours basis only and, unless a fixed price quotation (see above) has been provided to the customer, work will be charged based upon the price of parts provided by The Company plus labour which will be charged by the hour or part thereof and may include time taken to research, source and purchase any materials provided.

5. Unforeseen Costs

- 5.1. The customer shall be liable to meet the cost of any additional work, services or fittings that need to be provided to rectify any event or situation which arises during the course of the works that are unexpected or are beyond The Company's control. The Company cannot be held responsible for such events or situations.

6. Liability

- 6.1. The Company can only be held liable for the extent of works carried out by The Company. No liability shall be accepted in respect of defects in existing installations or in respect of parts not manufactured by The Company.
- 6.2. The Company shall not be held responsible for any loss or damage to property, materials or injuries to individuals caused by the personal actions of the customer or other household members or guests before, during or after such works have been carried out.
- 6.3. All advice provided by The Company is offered as an opinion only and the customer accepts such opinions at their sole discretion and risk. The customer employs the services of The Company at his or her sole risk at all times.

7. Health and Safety

- 7.1. The Company will take appropriate and practical measures to ensure the environment in which works are being carried out is safe to avoid risk of injury to The Company or other parties; the customer is expected to do the same. Outside of working hours, where works are ongoing, The Company accepts no liability for the actions of the customer or other household members or guests, which result in damage or injury to persons or property.
- 7.2. The Company reserves the right to refuse to undertake work in an environment which is deemed to be unsafe or where the works are considered to be unsafe, illegal (or out with the spirit of the Building Regulations) or where The Company considers the other parties will be put at risk as a result of the works being undertaken.
- 7.3. If the customer notices any situation, property, equipment or materials that they believe to be unsafe they must mention it to The Company immediately.
- 7.4. If any form of asbestos or other hazardous material covered by the Control of Substances Hazardous to Health (COSHH) regulations is discovered on site, The Company will notify the customer and may cease work until it has been removed and disposed of in compliance with the relevant legislation. The cost of removal and disposal shall be met by the customer.

8. Duty of Care

- 8.1. The Company accepts that it has a duty of care to the customer in respect of materials, workmanship, security, property and belongings and will conduct its business in a manner such that a reasonable level of care is provided.

9. Building Regulations

- 9.1. The Company reserves the right to refuse to carry out any work which is in breach of the Building Regulations or which it believes to be in breach of the Building Regulations or the spirit in which they are intended.

10. Services and Waste

- 10.1. The customer will provide and pay for all power and water reasonably used by The Company to undertake the work. The customer shall also be expected to provide access to sanitary conveniences for The Company whilst undertaking the work.
- 10.2. Unless otherwise agreed between The Company and the customer, waste removal and disposal will be organised by and at the cost of the customer.
- 10.3. The Company has the right to update, amend and change any section of its terms and disclaimer documents at any time.