

Putney Plumbers Ltd

Terms and Conditions

1. For the purpose of these terms and conditions words shall have the following meaning.
 - 1a. "The company " shall mean Putney Plumbers Ltd.
 - 1b. The customer shall mean the person or organisation for whom the company agrees to carry out works & supply materials.
 - 1c. The engineer shall mean the representative appointed by the company.
2. The total charge to the customer shall consist of the cost of materials supplied by the company (to include a nominal trade % on purchase price of such materials) to the customer and the amount of time spent by the engineer in carrying out the work for the customer (to include all time spent obtaining materials for the customer) charged in accordance with the company hourly rates. All charges are subject to VAT except where work is carried out at zero rate.
3. Invoices are due for payment immediately upon delivery to the customer. Invoices which are unpaid (whether wholly or part) will carry an interest rate at the rate of 4% over the base rate from the time to time of the company's bankers until payment is received in full by the company.
4. The company shall not be under any obligation to provide an estimate to the customer and will only be bound (subject as hereinafter) by estimates given in writing to the customer and signed by the engineer authorised by the company. The company will not be bound by any oral estimates.
5. Where a written estimate is supplied to the customer, the total charge of the estimate may be revised in the following circumstances.
 - 5a. If after submission of the estimate, further work is discovered which was not anticipated in the estimate.
 - 5b. If the customer whether (orally or in writing) instructs the company to carry out additional work not referred to in the estimate.
 - 5c. If there is a price increase in materials after the submission of the estimate.
6. Where the date and time is agreed by the company and the customer for the work carried out, the company will do its best to ensure that the engineer shall attend on the date and time agreed. However the company accept no liability in respect of the non attendance or late attendance on site of the engineer or the late delivery or non delivery of materials.
7. The company reserves the right to refuse to undertake or decline work at its own discretion.
8. If the customer cancels his instructions prior to any work being carried out or materials supplied then the customer shall be liable to pay the company for any time spent and materials purchased by the company together with the profit that would have been made if the work had been carried out and/or materials supplied in accordance with instructions.
9. The customer will incur personal liability to discharge the companys account unless he disclosed to the company at the time he agrees the company to carry out work and/or supply materials that he is acting on behalf of a third party (including but not limited to a limited company or partnership) and when the customer has received a written estimate the name of the third party appears on the written estimate.
10. If after the company have carried out work and/or supplied materials the customer is not satisfied with the work carried out and/or materials supplied the customer shall give notice in writing within 12 months to the company. The company shall inspect the work and/ or materials where appropriate shall afford the company the opportunity to carry out any necessary remedial work and or replacing any defective materials. If the customer fails to notify the company as aforesaid then the company shall not be liable in respect of any defects in the works carried out and/ or materials supplied.
11. The company will not guarantee any work in respect of blockages in waste and drainage systems etc. The company will not guarantee any work undertaken on instruction from the customer against the written or verbal advice of the engineer. Work will only carry a full guarantee where all further work has been completed and payment made in full. The company will not be held liable or responsible for any damage or defect resulting from work not fully guaranteed or where further work has not been carried out.
12. The guarantee will be for labour only in respect of faulty workmanship and from 12 months from the date of completion with the manufacturer's warranty in force. The guarantee will become null and void if the work/appliance completed/supplied by the company is: Subject to misuse or neglect, repaired modified or tampered with by anyone other than the company engineer. Where the company carries out works for the customer using materials supplied by the customer no warranty is given as the merchantability fitness for purpose or otherwise of such materials, the company accepts no liability in respect thereof.
13. Engineers operate under their own Gas Safe registration and as such are responsible for any gas related work and subsequent liability.
14. Where the company agrees to carry out work in inferior installations quality or over ten years old at that date no warranty is given in respect of such works. The company accepts no liability in respect of the effectiveness of such work or otherwise.
15. The company shall be entitled to fully recover costs or damages from any engineer whose family work or workmanship negligence results in the company being made liable for any damages or rectification of the work.
16. These Terms and Conditions may not be released supplemented modified varied interpreted in any manor except by an instrument in writing signed and authorised by a representative of the company and by the customer these terms and conditions used by the customer or set or contained in any documentation sent by the customer to the company entering into a contract with the company the customer agrees to waive the application of any such terms and conditions.
17. Title to any goods supplied by the company to the customer shall be retained by the company until full payment is made by the customer to the company until such time as title in the such goods has passed to the customer.
 - (i) The company will have authority to retake, sell or deal with or dispose of all, any or part of such goods, in which the title still remains vested to the company.
 - (ii) For the specified purpose in (i) above the company or any of its representatives or engineers will be entitled at any time, without notice, to enter upon any premises , in which goods or any part thereof is installed, stored, kept or is reasonably believed so to be.
 - (iii) The company will seek a court injunction to prevent the customer from disposing or selling such goods.
18. The company will only be liable for rectifying works completed by the company and not be held responsible for ensuring damage or claims resulting from this or other work overlooked, subsequently requested, and not undertaken at that time.
19. The company will not be liable for any delays or for the consequences of any delay in performing any of its obligations if such a delay is due to any cause whatsoever beyond its reasonable control. The company shall be entitled to reasonable extension time for performing such obligations. Terms and conditions and contracts awarded between the company and customer shall be governed and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English law.