

S.O.S Plumbing Limited – Full Terms and Conditions of Sale

These Terms of Business form the basis of the contract entered into between you, the Customer, and **S.O.S Plumbing Limited** – these terms and conditions should be read carefully and agreed as they affect your legal rights and liabilities. If you have any concerns or queries about these Terms of Business they should be raised at the earliest opportunity and in any event prior to work commencing.

1. Definitions

1.1 For the purpose of these Terms of Business the following definitions shall apply: The “**Company**” means **S.O.S Plumbing Limited** (registered in the UK with company number 2689077 whose registered office is at 1 Park Street, Macclesfield, Cheshire, SK11 6SR.

The “**Customer**” means you, the person or organisation with whom the Company has entered into a contract for the supply of goods and/or services.

The “**Engineer**” means the representative appointed by the Company to perform the agreed work.

“**Labour**” means all time spent by the Engineer and administrative staff in carrying out work on behalf of the Customer, including all reasonable time spent in sourcing and obtaining materials, scheduling, operational costs and any other logistics.

“**Materials**” means, in respect of each job, all hardware and fittings installed, supplied and/or purchased on behalf of the Customer by the Company.

“**Services**” means The installation of the Goods at the Premises.

2. Our Responsibility

2.1 Our Quotations are made on the basis of a non-intrusive technical survey carried out by us and information provided to us by you at the time and as such, it is assumed that any existing systems that we connect to are in good condition and in good working order. If, after technical survey any further work is deemed to be necessary to complete the work quoted for and this causes an increase in the Price, we will send you a further quotation giving details of the extra costs, and will carry out the whole job (including any further work) once our written acceptance has been received.

2.2 Dismantling, clearing and re-instatement of any fitted cupboards, etc. to permit the proposed works to proceed is not included in our quotations – if required this will be charged at extra cost unless specified.

2.3 If, during the execution of the proposed works it is necessary to gain access into floors below fitted carpets, these will be lifted by us and laid back on completion. No re-stretching or fixing has been allowed for unless specified. For floors covered with thermoplastic tiles, vinyl sheet covering cork tiles or laminate flooring, no allowance has been made for re-instatement unless specified.

2.4 During the execution of the proposed works, it may be necessary to isolate various water, gas & electrical services. This will be advised in good time and the period of isolation will be as short as possible.

2.5 Whilst all formed during the execution of the proposed works will be made good on completion, no allowance has been made for re-instatement of decorations. We also do not guarantee to match existing brickwork where boiler flue terminals have been removed.

2.6 No allowance has been made for casing in of pipework or painting/decorating of the new works

3. Your Responsibility

3.1 You will allow us during normal working hours, first to conduct a non-intrusive technical survey and then to undertake the installation according to the programme set out in the quotation.

3.2 You will ensure that all furniture, furnishings and other items likely to impede us in efficiently carrying out the installation are removed.

3.3 You will cover and protect from dirt and dust all fixtures and fittings not required to be removed

4. Surveys

4.1 We do not undertake structural or other types of building surveys and therefore if the Services cannot be completed or damage is caused through existing structural or other defects in the Premises, we cannot be held responsible for this.

5. Maintenance

5.1 With certain Goods supplied, special types of maintenance may be required. We will provide you with the necessary instructions for these and any guarantees, but again, we take no responsibility for damage caused by failure to maintain in accordance with any instructions.

6. Fixed Price Work

6.1 Fixed price work shall be quoted for in advance by the Company. The quote shall set out the address of the Property and the work instructed by the Customer. The quoted price shall represent the total amount (exclusive of VAT) to be paid by the Customer for the work specified in the quote, except in the circumstances set out below:

(a) if after submission of the quote the Customer instructs the Company (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, such additional work and/ or services will be charged at the current applicable hourly rate and the cost added to the quoted price);

(b) there is any increase in the source cost of the Materials (in which case the

increase in cost will be added to the quoted price);

(c) it is discovered that additional work and/ or services need to be carried out which could not have been reasonably anticipated by the Company when the quote was prepared (in which case, such additional work and/ or services will be charged at the current applicable hourly rate and the cost added to the quoted price);

(d) it is discovered that there was an error in the Company's preparation of the quote (in which case the quoted price is invalid and the Company will prepare a new quote); and/ or

(e) the Customer instructs the Company to attend at a different Property from the Property named in the quote.

(f) the price for a Landlord's Gas Safety Certificate includes the inspection of a maximum of 2 gas appliances. Any other appliances tested at the property will incur a further charge.

6.2 The Company can only be bound by quotes, which are provided to the Customer in writing and signed by a duly authorised representative of the Company. An estimate provided orally shall not amount to a quote, which is capable of binding the Company in accordance with paragraph 2.1 above. The Customer may accept a quote either orally or in writing but in the absence of express communication the Customer shall be deemed to have accepted a quote at the time it instructs the Company to perform the work which is described or specified in the quote.

6.3 Quotes provided by the Company are valid for 30 days from the date of the issue. This does not affect the Company's right to withdraw a quote at any time prior to its acceptance for any reason.

6.4 Certain other works and services are carried out at a fixed price. Such works and services are subject to these Terms of Business. These prices vary outside 8am-5 pm on Mondays to Fridays.

7. Hourly Rate Work

7.1 In the absence of an accepted quote (in accordance with paragraph 2.2) the amount charged to the Customer shall comprise:

(a) Labour to be charged at the Company's applicable hourly rate which will be communicated to the customer and agreed at time of booking and prior to any visit

(b) Materials charged at retail price and

(c) any of the incidental costs set out in paragraph 3.3.

7.2 The Company's hourly rates are as set and time starts to run from the arrival of the engineer at the Property, except where the Customer has asked the Company to collect the keys to the Property from an address which is not the Property, or any Materials are required by the Company, in which case travel time will be charged in addition.

7.3 The Company shall be entitled to recover the following incidental costs and expenses from the Customer:

(a) all parking expenses incurred by the Company and the Engineer in attending the Property.

(d) a charge equating to one hour calculated at the prevailing rate set out on the Rates page if the Customer cancels an appointment within 24 hours of its scheduled time.

(e) any costs which the Company may recover pursuant to any other paragraph of these Terms and Conditions.

(f) any delivery and re-stocking charges for Materials that formed part of the accepted quote whether on a fixed price or hourly rate basis.

8. Payment and Customer Liability

8.1 The Company shall invoice the Customer on completion of the work, or prior to completion of the work by written or oral agreement between the parties.

8.2 The Customer shall pay each invoice submitted to them by the Company upon satisfactory completion of the job and/or within 14 days from the date of the invoice (including deposit invoices for fixed price work which must be paid before work commences). Any part of an invoice that has not been paid by its due date shall attract interest at the rate of 3% above the Bank of England base rate per annum and interest shall be calculated from the due date up until the date that payment is received in full by the Company inclusive of both days. The Customer is liable for all reasonable additional costs which may be incurred by the Company in obtaining recovery of payment for the invoice in full, including and not limited to legal, court and third party debt recovery specialist costs.

8.3 In addition to charging interest, if the Customer fails to pay by its due date an invoice for stage payment which it has been agreed will be issued prior to completion of the work, the Company reserves the right to suspend all further work until such invoice has been paid in full.

8.4 The Customer has sole liability to discharge the Company's account unless it has disclosed in its initial instruction (and in any event prior to work commencing) that it is acting on behalf of a third party and the third party has confirmed this in writing and the Company has accepted this in writing.

8.5 If the Customer cancels its instruction at any time prior to the work being completed (including during the period between instruction or acceptance of quotation (as applicable) and the date scheduled for the work's commencement) the Customer shall be liable for all costs which have been incurred by the Company on the Customer's behalf, together with the profit that would have been made by the Company if the work had been carried out in full and, if applicable, all of the Materials to be supplied in accordance with the Customer's original instructions. The costs charged would be reasonable and apply if such losses cannot be mitigated.

8.6 The Customer shall be solely liable for the status of the Property which is presented to the Company upon its arrival and attendance at the Property, including any health and safety obstructions, obstacles, hazards or similar, or any hazardous situation in respect of the gas or electrical safety.

8.7 The Company is able to take card payments over the phone or bacs payments as outlined on the invoices upon satisfactory completion of works and/or within 14 days of date of invoice.

9. Guarantee and Company Liability

9.1 Subject to paragraph 5, and except where the Consumer Rights Act 2015 applies if, within 12 months of the date of an invoice, the Customer gives notice in writing to the Company that it is not wholly satisfied with the work to which the invoice relates, or otherwise complains, the Company undertakes to carry out any remedial works necessary which in its professional judgment it considers are necessary to bring the work up to a satisfactory standard (“Guarantee”).

9.2 In order to avail itself of the Guarantee, the Customer shall afford the Company (and its insurers if necessary) the opportunity to attend the Property on a date and at a time requested by the Company in order to inspect the work. If upon such inspection the Company in its reasonable professional judgment considers that the work is not of a satisfactory standard, the Company shall carry out remedial works at its cost.

9.3 The Guarantee shall relate only to labour in respect of faulty workmanship and shall not extend to faults, defects or wear and tear of Materials installed by the Company. In respect of any faulty or defective Materials installed by the Company, the Company shall endeavour to transfer to the Customer the benefit of any warranty or guarantee given to the Company.

9.4 The Guarantee will become null and void if at any time:

- (a)** any of the work completed and/or Materials installed by the Company have been subject to invasive inspection, deconstruction, alteration, repair, modification, interference, misuse, negligence or similar actions by anyone other than the Company or its Engineers;
- (b)** the Customer has failed to service any of the Materials installed by the Company in accordance with the manufacturer’s recommendations;
- (c)** the Customer has failed to carry out any supplementary work that was recommended by the Company or the Engineer as being necessary at the time the work was completed; or
- (d)** any invoice to which the work relates has not been settled in full in accordance with paragraph 4 above.

9.5 The Guarantee shall not apply to work performed by the Company:

- (a)** in respect of blockages of waste and/or drainage systems or similar;
- (b)** at the instruction of the Customer against the oral or written advice of the Company or its Engineers; or
- (c)** on installations that are of inferior quality or that are over ten years old.

9.6 The Customer’s attention is drawn to the fact that the Company can only act upon the information disclosed to it by the Customer and act on the problems presented at the time of the Engineer’s visit. It is the responsibility of the Customer to alert the Company prior to the Company attending the Property to any pre-existing conditions and/ or relevant work that has been carried out by third parties which may affect the Company’s subsequent work and / or decisions the Engineer may make at the Property. If any relevant information is withheld or omitted to be disclosed by the Customer, the Company can accept no liability for any consequential loss which the Customer may suffer.

9.7 Except where your statutory rights apply the Company shall accept no liability and shall not be held responsible for any loss, damage or defect (whether direct or consequential) resulting from:

- (a)** work that is not fully covered by the Guarantee;
- (b)** the unsuitability of any Materials supplied by the Customer;
- (c)** the late or non-attendance on site of an Engineer and/or the late or non-delivery of Materials;
- (d)** the Customer refusing to allow the Company access to attempt to resolve any complaint (whether the Guarantee attaches or not); or where the Customer delays notifying the Company of its complaint and in either case any loss, defect or damage is made worse by such action or inaction;
- (e)** the Customer engages someone other than the Company to attempt to resolve any complaint about works carried out by the Company; and/ or
- (f)** any other matter, act, event or omission which is beyond the Company's reasonable control.

9.8 S.O.S Plumbing Limited reserves the right to choose whether the work requested by the Customer is carried out by employees of the Company or by Company-approved sub-contractors. Our Sub-contractors operate under their own insurance and public liability.

9.9 Nothing in these Terms of Business excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or for any other matter in respect of which it would be illegal for the Company to attempt to exclude its liability.

9.10 Customers must note that the Company shall have no liability for the making good of any damage caused to the Property as a result of the Company carrying out the work required, except in the case of negligence by the Company. Furthermore, the Company shall have no liability for failures or defects arising from any pre-existing plumbing or other workmanship in the Property. The Customer may ask the Company to arrange for the making good of any damage and if the Company agrees to do so, the costs will be charged in accordance with paragraph 3.3(f)

10. Your Right to Cancel

If we have arranged for you to finance payment of the Price through Hitachi as recommended by us, we will both receive a copy of the agreement signed by you and as accepted by Hitachi. From the date on which you first have in your possession fully signed copies of the documents, you will then have a period of five days in which you may cancel BOTH the contracts and the credit agreement by giving notice of cancellation in writing to the Finance Company. At the same time please send a copy of your notice of cancellation to us. If you do cancel in this way we will return your deposit to you in full.

In the case where we have not arranged for you a source of Finance, then any financing agreements will be your own responsibility, but you may cancel the order itself by notice in writing to us within fourteen days of you receiving a

copy of the order signed by you and us. Again in this case we will return your deposit to you in full.

Apart from the special circumstances described above, you may only cancel your order with our agreement. Your deposit will be returned to you but only after we have deducted a fair amount for our expense incurred up to the date of cancellation. Since some of our products may be custom made to your requirements and measurement, if we have already started work on your contract, we are unlikely to be able to use these items we have made elsewhere. In this case we will deduct the value of these items from your deposit and ask you to pay for any additional amount if their value is more than the amount of your deposit. Where you pay for such items we will, at your request, deliver (but not install) them for you. You must pay us in advance for delivery and the charge levied by us will depend upon where you would like to items delivered. If you or your appointed agent are not available to accept delivery at the agreed time and place then we may make an additional charge for any re-delivery required.

Any notice to cancel the contract and any copy of notice to cancel the credit agreement, must be given in writing for the attention of the Sales Manager at the address shown overleaf, quoting the contract number. For cancellation of the credit agreement, notice in writing will again be necessary and you should follow the instructions contained in the credit agreement as to the procedure for giving notice.

11. Our Right to Cancel

If after the non-intrusive survey has been carried out, it is apparent that the work as shown in our quotations cannot be carried out for safety or other technical reasons or if we recommend design changes for safety or other technical reasons at an increased price which you are not prepared to pay, or your application for finance is not accepted by the Finance Company, we reserve the right to cancel. In these cases we would confirm the reasoning in writing and would return your deposit after deducting our expenses, if any.

12. Title to Materials

12.1 Ownership of the Materials shall not pass to the Customer until the Company has received payment in full for monies due.

12.2 Until ownership of the Materials has passed to the Customer, The Company shall retain title of the goods and have the right to sell or otherwise dispose of all or any part of the Materials.

12.3 Notwithstanding paragraphs 6.1 and 6.2, risk for the Materials shall pass to the Customer at the time of their delivery to the Property and until such time as their ownership has passed to the Customer the Customer shall keep the Materials

insured for their full price against all risks. On request the Customer shall provide a copy of the policy of insurance to the Company.

12.4 If a Customer notifies the Company that it no longer wants the Materials after installation has been carried out, the Company will charge the Customer the cost of the removal of such Materials based on the hourly rates prevailing on the Rates page at the time of the notification by the Customer. Without prejudice to the foregoing, any invoice relating to work already carried out must be paid in full in accordance with paragraph 4.

13. General

13.1 These Terms of Business form the basis on which the supply of goods and/or services is offered by the Company to the Customer and shall become binding upon the Customer's acceptance of such offer.

13.2 These Terms of Business may only be varied by an agreement in writing signed by the Company and the Customer. A failure or delay by either party to exercise any of its contractual or legal rights or remedies shall not constitute a waiver of such right or remedy.

13.3 These Terms of Business shall prevail over any inconsistent terms of business (or similar) that are at any time provided or referred to by the Customer, or are implied by practice or trade custom.

13.4 If any provision of these Terms of Business is found by any court to be invalid, illegal or unenforceable, that provision shall be deemed not to form part of the contract between the Customer and the Company and the validity and enforceability of the other provisions shall not be affected.

13.5 The Company shall be entitled, with the consent of the Customer (such consent not to be unreasonably withheld), to assign or transfer any of its rights, and/or to sub-contract or delegate any of its obligations, to any third party.

13.6 Headings and titles in these Terms of Business shall not affect their interpretation.

13.7 These Terms of Business, and all other contractual rights and obligations arising between the Customer and the Company, shall be governed by, and construed in accordance with, the laws of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

13.9 Upon completion of a new boiler installation or any major works entailing the draining of the heating system, the Customer shall be entitled to request one further visit from the Company to vent air from radiators (known as "bleeding") provided the Customer notifies the Company that it requires this service within 60 days of completion of the works and in any event subject to settlement of any invoice in accordance with paragraph 4.2. Any other visits shall be chargeable.

13.10 The Company can only act upon the information disclosed to it by the Customer and act on the problems presented at the time of the Engineer's visit. It is the responsibility of the Customer to alert the Company prior to the Company attending the Property to any pre-existing conditions and/ or relevant work that has been carried out by third parties which may affect the Company's subsequent work and / or decisions the Engineer may make at the Property. If any relevant information is withheld or omitted to be disclosed by the Customer, the Company can accept no liability for any consequential loss which the Customer may suffer.

14. Complaints Policy

We always endeavour to provide the best service and products for our customers. However on rare occasions, we recognise that there may be times where our customers may not be completely satisfied. To ensure we are able to put things right as soon as we can, please read our complaints procedure below.

As soon as possible after the completion of the works, please inspect the work to ensure everything has been carried out to our usual high standards. In the unlikely event there is anything you are not completely satisfied with, please contact us as soon as you can in order that we can rectify any problems as soon as possible.

If you have a complaint you should contact us without delay with full details either by calling us on 01625 574138 or write to us at S.O.S Plumbing Limited, SOS House, 80 Byrons Lane, Macclesfield, SK11 7JS (please request proof if posting) or email us sosplumbing@btconnect.com. We aim to respond within 2 days of receiving your complaint and where possible, will provide you with a date to remedy any issues raised.

Where we are unable to resolve your complaint using our own complaints procedure, as a Which? Trusted Trade we use Dispute Resolution Ombudsman for dispute resolution. In the unlikely event that we cannot remedy your complaint to your satisfaction you may wish to refer your complaint to them. If you wish to do so please contact Which? Trusted Traders in the first instance on 0117 456 6031.

15. Data Protection

15.1 S.O.S Plumbing Limited shall comply with all requirements of the Data Protection Act 1998.

15.2 S.O.S Plumbing Limited may monitor and record customer information relating to the services carried out by S.O.S. The Customer consents to **S.O.S Plumbing Limited** processing its data for these purposes.

15.3 The Customer consents to **S.O.S Plumbing Limited** approaching any referees nominated by the Customer.

16. Health and Safety

S.O.S Plumbing Limited considers safety at work as paramount and all employees conform to **S.O.S Plumbing Limited's** Health and Safety Policy.

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