

Shoosmith Service Terms & Conditions

1. Introduction

These are Shoosmith Heating & Plumbing Terms & Conditions. They tell you: the terms and conditions for using our services; what you can expect from Shoosmith Heating & Plumbing; and, your rights and responsibilities.

2. When These Terms Apply

Please ensure you read these terms before using our services. By using our services, you are agreeing to these terms and our: Terms of Use and Privacy & Cookie Policy.

We reserve the right to changes these terms, (the latest version of which shall always apply), including when we make updates to offer a new service, change how we provide a service, or have to comply with a new legal requirement.

3. What are our “Services”?

Shoosmith Heating & Plumbing offers a number of services, across all the trades we cover (Plumbing, Heating, Bathrooms, Electrics, Carpentry, Building and Emergencies). These include: Enquiries, Estimates, Project Work, Installations, Repairs, Emergency Call Outs, Servicing and Guarantees .

We reserve the right to refuse or decline to undertake any work. We reserve the right, at our absolute discretion, to designate the tradesperson/tradespeople who will represent us.

4. Hourly Rate Work

The total charge to you will consist of the cost(s) of:

Labour (the amount of time spent by the tradesperson carrying out work) + Materials supplied by us. All costs are subject to VAT at the prevailing rate, except in cases where the work carried out is zero rated.

Labour includes all reasonable time spent in obtaining non-stocked materials, charged in accordance with our current hourly rates.

5. Fixed Price Work

The total charge to you will be given as a fixed cost (manifest errors exempted), inclusive of labour & materials, as described above.

After a written estimate has been supplied to you, the total charge outlined in the estimate may be changed:

- If you then instruct us (in writing or verbally) to carry out additional work not referred to in the estimate.
- If there is a subsequent increase in the price of materials.
- If it is discovered that further work needs to be carried out which was not anticipated when the estimate was prepared.
- If it is discovered that there was a manifest error when the estimate was prepared.

We will not be under any obligation to provide an estimate to you and will only be bound by estimates given in writing to you and signed by an authorised representative. We will not be bound by any estimates given orally or in which manifest errors occur.

You will only be charged for the time spent related to your work. All other time, i.e. lunch breaks, is non-chargeable. All charges are subject to VAT at the prevailing rate, except in cases where the work carried out is zero rated.

There will be a minimum 1 hour labour charge for an engineer to attend onsite.

Customer Supplied Materials and Goods: Should the customer supply their own goods/materials any additional labour or material consumption costs caused by defects, supply issues, incorrect goods, faulty goods, issues with goods under warranty or any other issues shall be charged to the customer at normal rates.

6. Material Collection

We do charge for the collection of non-stock items, however we shall use reasonable endeavours to keep such time to a minimum.

7. Invoices & Payment

Upon your agreement for us to carry out estimated or fixed price work, a deposit payment of 50% of the total is payable immediately. We reserve the right to request full payment in advance at our discretion.

Upon completion of work, you will be invoiced, for which payment is due within 7 days of receipt. Shoosmith Heating & Plumbing reserves the right to accrue and charge interest on any part of an invoice which remains unpaid at a rate of 4% over the base rate until payment is received by us in full.

You accept sole liability to make payment in full.

8. Timekeeping

We will use reasonable endeavours to ensure that the tradesperson attends on agreed dates. We accept no liability in respect of the non- attendance or late-attendance on site of the tradesperson, or for the late or non-delivery of materials.

We will not be liable for any delay, or for the consequences of any delay, in performing any of our obligations if such delay is due to any cause beyond our reasonable control, and we will be entitled to a reasonable extension of the time for performing such obligations.

9. Cancellation

If you need to cancel (or rearrange) your booking, you must notify us (preferably by telephone) by the end of the working day before the scheduled booking. Cancellations made further in advance should also be made by telephone, and you should request written confirmation from us, so that you are not liable to be charged.

If you cancel your instruction after these times, or after materials being supplied, you will be liable to the cost of any time and materials incurred by us, together with the profit that would have been made by us, in accordance with the original instructions.

10. Defects

Shoosmith Heating & Plumbing are committed to providing professional, high quality service to every customer. If, after we have carried out the work, you are not wholly satisfied with our service(s) you must provide us with written notice within 12 months. You must allow us, and our insurers, the opportunity to both inspect and carry out remedial work where appropriate. If you fail to notify us, as outlined above, then we will not be liable in respect of any defects in the work carried out.

11. Guarantee

We provide a 12 month guarantee on labour carried out by a Shoosmith Heating & Plumbing tradesperson, in respect of faulty workmanship only. This is active from the date of completion of work, in addition to any manufacturer's warranty/warranties.

The guarantee will be invalidated if the work/appliance completed/supplied by us is:

- Subjected to misuse or negligence.
- Repaired, modified or tampered with by anyone other than a Shoosmith Heating & Plumbing tradesperson. We will accept no liability for, or guarantee suitability, materials supplied by you & will accept no liability for any consequential damage or fault.

We will not guarantee any work in respect of:

- Blockages in waste or drainage systems
- Any work undertaken on instruction from you and against the written or verbal advice of the Shoosmith Heating & Plumbing tradesperson.

Work is only guaranteed in respect of work directly undertaken by us and full payment having been made within 7 days. Any non-related faults arising from recommended work which has not been undertaken by us are not covered under this guarantee.

Where we agree to carry out work on installations of inferior quality (or over ten years old) no warranty is given in respect of such work and we accept no liability in respect of the effectiveness of such work or otherwise.

We shall not be held liable for any delay, or consequences of any delay, in performing our obligations if such a delay is due to any cause beyond our reasonable control and we shall be entitled to reasonable time extensions.

We will be entitled to fully recover the costs or damages from any tradesperson whose negligence or faulty workmanship makes us liable to pay for those damages or rectification of work.

You will be solely liable for any hazardous situation in respect of the Gas Safe Regulations or any Gas Warning Notice issued by a Shoosmith Heating & Plumbing tradesperson. Our tradespeople operate under their own individual Gas Safe Registration and, as such, are solely responsible for any gas related work and subsequent liability.

Nothing in these terms limits any liability which cannot legally be limited, but subject to this, our total liability to you shall not exceed the total charges paid by you to us. Further to this, we shall not be liable for any loss of profits, loss of sales or business, loss of agreements or

contracts, loss of anticipated savings, loss of or damage to goodwill, nor any indirect or consequential loss.

12. Title to Goods

Goods supplied and delivered by us to you, or your premises, shall remain our property until paid for by you in full. Whilst goods remain our property, we have the absolute authority to:

- Retake, sell or otherwise deal with or dispose of all or any part of these goods.
- Seek a court injunction to prevent you from selling, transferring or otherwise disposing of such goods.

The risk in such goods will pass to you on delivery to you. You must insure them at replacement value, and if asked you must produce evidence that they are properly insured.

13. General

These terms and conditions may not be released, discharged, supplemented, interpreted, varied or modified in any manner except by an instrument in writing signed by a duly authorised representative and you. Our terms and conditions will prevail over any terms and conditions used by you or contained, set out or referred to in any documentation sent to us by you. By entering into a contract with us you agree irrevocably to waive the application of any of these terms and conditions.

These terms and conditions, and all contracts awarded between us and you, shall be governed and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the English Law.

Shoosmith Heating & Plumbing Ltd is a company incorporated in England and Wales with registered number: 8931737.

Our main trading address is: 12 Rosefield Gardens, Ottershaw, Surrey, KT16 0JH. Our registered VAT number is: 990173115.