

## Terms & Conditions

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**In the interests of our customers we would ask them to always check and approve the following:**

That Working Times & Breakdown of Labour & Materials are clearly and accurately shown on the invoice. That Material collection times have been kept to a minimum. That any queries are resolved with the Operative at the time.

Should you have any unresolved queries, require further information or fail to be completely satisfied with our work please ring us and we will deal with the matter immediately.

1. For the purpose of these terms & conditions the following words shall have the following meanings:

(a) "The Company" shall mean CW SERVICES PLUMBING AND HEATING LTD.

(b) "The Customer" shall mean the person or organisation for whom the Company agrees to carry out works &/or supply materials.

The Operative or Engineer shall mean the representative appointed by the Company.

2. The Company reserves the right to refuse or decline work at its own discretion. Where the Company agrees to carry out works for the Customer those works shall be undertaken by the designated operative of Company at its absolute discretion.

3. HOURLY RATE WORK. The total charge to the Customer shall consist of the cost of materials supplied by the Company (not exceeding the trade purchase price of materials + 20%) & the amount of time spent by the operative in carrying out works (including all reasonable time spent in obtaining un-stocked materials) charged in accordance with the Company's current hourly rates. The Customer shall only be charged for the time spent related to the Customer's work.

4. FIXED PRICE WORK shall be given as a firm cost, (manifest errors exempted) including Labour & Materials.

5. Where a written estimate has been supplied to the Customer the total charge to the Customer referred to in the estimate should not exceed the actual time taken by more than 20% but may be revised in the following circumstances:—

(i) if after submission of the estimate the Customer instructs the Company (whether orally or in writing) to carry out additional works not referred to in the estimate.

(ii) if after submission of the estimate there is an increase in the price of materials.



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(iii) if after submission of the estimate it is discovered that further works need to be carried out which were not anticipated when the estimate was prepared . (iv) if after submission of the estimate it is discovered that there was a manifest error when the estimate was prepared.

6. The Company shall not be under any obligation to provide an estimate to the Customer & shall only be bound (subject as hereinafter) by estimates given in writing to the Customer & signed by a duly authorised representative of the Company. The Company shall not be bound by any estimates given orally or in which manifest errors occur.

7. Material Collection.

Collection of non-stock items is chargeable but:

(a) Time must be kept to a minimum & reasonable.

(b) The Customer must be informed wherever possible when the operative leaves the premises.

(c) If the collection time is likely to exceed 45 minutes the customer must be additionally informed of the circumstances.

(d) The collection of materials which should be normally stocked items is non-chargeable.

8. Invoices are due for payment within 7 days upon delivery to the Customer. Any part of that invoice which remains unpaid shall carry interest at the rate of 5% over the base rate until payment in full is received by the Company.

9. Where the date &/or time for works to be carried out is agreed by the Company with the Customer, then the Company shall use its best endeavours to ensure that the operative shall attend on the date & at the time agreed.

10. The Customer shall accept sole liability to discharge the Company's account unless he/she discloses to the Company when initially instructing the Company to carry out work &/or supply materials that he/she is acting on behalf of a third party (including, but not limited to, a Limited Company or Partnership) & receiving a written estimate) the name of the third party appears on the written estimate.

11. If the Customer cancels their instructions prior to any work being carried out or materials supplied then the Customer shall be liable for any related expenditure together with the profit that would have been made by the Company had the work been carried out &/or materials supplied in accordance with such instructions.

12. If, after the Company shall have carried out the works, the Customer is not wholly satisfied with the works then the Customer shall give notice in writing within 12 months



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to the Company & shall afford the Company, and its insurers, the opportunity of both inspecting such works, & carrying out any necessary remedial works if appropriate. The Customer accepts that if he fails to notify the Company as aforesaid then the Company shall not be liable in respect of any defects in the works carried out.

13. The Guarantee shall be for labour only in respect of faulty workmanship for 1 month from the date of completion. The Guarantee will become null & void if the work/appliance completed/supplied by the Company is:

(a) Subject to misuse or negligence.

(b) Repaired, modified or tampered with by anyone other than a Company operative. The Company will accept no liability for, or guarantee suitability, materials supplied by the Customer & will accept no liability for any consequential damage or fault.

14. The company will not guarantee any work in respect of:

(a) blockages in waste & drainage systems etc

(b) any work undertaken on instruction from the customer & against the written or verbal advice of the operative/engineer.

Work is guaranteed only in respect of work directly undertaken by the company & payment in full has been made. Any non-related faults arising from recommended work which has not been undertaken by the company will not be guaranteed.

The company shall not be held liable or responsible for any damage or defect resulting from work not fully guaranteed or where recommended work has not been carried out.

The customer shall be solely liable for any hazardous situation in respect of Gas Safe Regulations or Gas Warning Notice issued.

15. Where the Company agrees to carry out works on installations of inferior 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 works or otherwise.

16. **CW SERVICES PLUMBING AND HEATING LTD** operate under their own Gas Safe Registration & as such are solely responsible for any Gas related work & subsequent liability.

17. These terms & 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 of the Company & by the Customer. Further, these terms & conditions shall prevail over any terms & conditions used by the Customer or contained or set out or referred to in any documentation sent by the Customer to the Company; by entering into a contact with the Company the Customer agrees irrevocably to waive the application of any such terms & conditions.



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18. The Company shall not be liable for any delay or for the consequences of any delay in performing any of its obligations if such delay is due to any cause whatsoever beyond its reasonable control, & the Company shall be entitled to a reasonable extension of the time for performing such obligations.

19. The Company shall only be liable for rectifying works completed by the Company & shall not be held responsible for ensuing damage or claims resulting from this or other work overlooked or subsequently requested & not undertaken at that time.

*These terms & conditions and all contracts awarded between the Company & Customer shall be governed & construed in accordance with English law & shall be subject to the exclusive jurisdiction of the English law.*



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