

Terms and Conditions

1. General Agreement

- 1.1 These terms and conditions outline the agreement between you (the customer) and James Brothers plumbing and property renovation Ltd regarding plumbing and renovation services.
- 1.2 If you have any questions or require clarification, please contact us before proceeding.
- 1.3 By accepting our quotation, you agree to these terms.

2. Quotations and Pricing

- 2.1 Our quotation includes the cost of installing or renovating your plumbing, heating, bathroom, or other specified work.
- 2.2 Quotations are valid for 30 days from the date of issue.
- 2.3 Prices exclude unforeseen issues such as hazardous material removal (e.g., asbestos). Any additional work will require approval before proceeding.
- 2.4 All prices exclude VAT at 20% unless stated otherwise.

3. Scheduling and Delays

- 3.1 If you have a preferred start date, we will make reasonable efforts to accommodate it.
- 3.2 If unforeseen circumstances prevent us from starting or completing work on time, we will discuss an alternative date with you.
- 3.3 If delays occur due to factors beyond our control (e.g., supply chain issues, weather conditions, or client-related delays), additional charges may apply.

4. Work Execution

- 4.1 Work will be carried out during standard business hours (8:30 AM - 4:30 PM, Monday to Friday).
- 4.2 Additional charges may apply for work required outside these hours.

5. Permissions and Approvals

- 5.1 If you are a tenant, you must obtain permission from your landlord for the work to be carried out.
- 5.2 You are responsible for securing any necessary approvals, including planning permissions or consent from neighbours and mortgage lenders.

6. Gas, Water, and Utilities

- 6.1 Work requiring an adequate gas supply will only proceed if the existing supply meets the required standards.
- 6.2 If an installation needs to be cancelled due to an unsuitable gas supply, cancellation fees may apply.
- 6.3 If additional work is needed to ensure compliance with gas or water regulations, extra costs may be incurred.

7. Standard Charges and Additional Costs

- 7.1 Charges apply for additional work, troubleshooting, or site visits beyond the quoted scope.
- 7.2 Our standard hourly rate is £80 per hour + VAT (or part thereof), excluding additional travel and parking charges. Same day/ out of hours call out fee is £80 + VAT
- 7.3 Boiler and heating servicing costs £90 plus VAT.
- 7.3a Unless specified in your quote an extra charge for tiling style i.e. herringbone or metro tile size will be applied.
- 7.4 Landlord gas/electrical certificates cost a minimum of £150 plus VAT and is dependent on size of property. A full power flush service (if required) costs a minimum of £300 plus VAT depending on how many items need to be flushed.
- 7.5 Additional travel and parking charges will be included in the invoice where applicable.
- 7.6 It is the customer's responsibility to arrange parking permits for the work duration. If a permit is not provided and we incur charges, these will be added to your invoice.
- 7.8 Any investigative work will carry a charge of £35 + VAT
- 7.9 Boiler breakdown: A diagnostic fee will apply where remedial work is not completed by James Brothers plumbing and renovations Ltd. This fee is £70 + VAT

8. Materials and Warranties

- 8.1 Material charges will be applied for supply and delivery of parts not included in the original quotation.
- 8.2 All warranties on boilers and cylinders are covered by the manufacturer.

8.3 Our installation work (parts and labour) is guaranteed for 12 months.

8.4 The warranty is void if:

- * The system is not serviced annually.
- * The fault arises due to external work, third-party interference, or improper maintenance.
- * The system has been modified against manufacturer or company recommendations.

9. Existing Installations and System Performance

9.1 We do not accept responsibility for faults in existing plumbing, heating, or electrical systems that may arise after our work is completed.

9.2 If additional repairs are needed to ensure system functionality, extra costs may apply.

9.3 If a power flush is required due to excessive sludge or blockages, additional charges will apply.

9.4 Terms Relating to Power flushing

i. System Condition and Risk Acknowledgement

o Customers acknowledge that power flushing involves pumping water and cleaning chemicals at high velocity through the heating system to remove debris, sludge, and scale.

o Due to the nature of this process, aged, weakened, or corroded components (including but not limited to radiators, valves, fittings, and pipework) may fail or develop leaks during or after the procedure.

ii. Liability for Existing System Defects

o The Company will take all reasonable care in carrying out the power flush. However, the Company cannot accept responsibility for damage or failure arising from pre-existing weaknesses, corrosion, or latent defects within the system.

o Any such failures shall be deemed an inherent risk of undertaking a power flush on an existing system.

iii. Additional Works and Charges

o Where failures occur, remedial works may be required. These works will be chargeable in addition to the original quotation for the power flush.

o Every effort will be made to advise the Customer of the nature and cost of such additional works before proceeding.

o In urgent cases where immediate action is required to prevent further damage or risk, the Company reserves the right to carry out necessary works and apply reasonable charges, with notification provided to the Customer as soon as practicable.

iv. Exclusions and Limitations

o The Company does not guarantee that a power flush will resolve all heating or circulation issues, particularly where the root cause relates to design faults, severely degraded components, or issues beyond the scope of the procedure.

o The Company shall not be liable for consequential loss, damage, or inconvenience arising from system failures linked to the power flush, except where caused by proven negligence.

v. Customer Consent

o By agreeing to a power flush, the Customer accepts the risks outlined above and consents to the possibility of additional charges should remedial works be required.

10. Property Damage and Liability

10.1 While we take care during installation, modifications may result in unavoidable damage to walls, floors, or fittings.

10.2 Any required redecoration or repairs to existing structures (e.g., tiles, carpets, wood flooring) is the customer's responsibility.

10.3 We are not liable for indirect losses, delays, or damage caused by third-party services (e.g., utility providers, delivery companies).

10.4 Our liability for direct damage caused by our negligence is limited to 5% of the total contract value, whichever is lower.

11. Payment Terms

11.1 Payment is required via card payment, BACS, cheque, or cash.

11.2 Cheques should be made payable to James Brother Plumbing and Property renovation Ltd and must clear before work commences.

11.3 Stage payments may be required for large projects and must be paid as outlined in the agreement. For any jobs valued at £1500 or above (including vat), a standard charge of 40% deposit is required prior to commencement. The deposit typically covers material costs. Staged payments for the remaining balance will be detailed in your contract. If no deposit is received, we will be unable to carry out the work.

11.4 A 5% or £250 retention of the balance may be withheld by the customer until minor defects (if any) are corrected. This must be paid once defects are resolved.

11.5 Late payments incur interest at 8% per day above the Bank of England base rate. If a payment is stopped, returned, or delayed, administrative costs will be added.

11.6 The payment due date is specified at the bottom of your invoice and payment must be made within 7 days of that date. A late payment fee of £35 or 10% if over £500 additional fee will be applied to any overdue balance.

12. Cancellations and Refunds

12.1 Once ordered, special or non-refundable items cannot be refunded.

12.2 Cancellations made within 7 days of the scheduled start date may incur charges.

13. Compliance and Legal Action

13.1 Failure to make payment within 7 days of installation completion may result in legal action.

13.2 The company may charge for legal and administrative costs associated with debt recovery.

13.3 All legal proceedings will be governed in accordance with English law.

14. Force Majeure

14.1 We are not liable for delays or failure to perform our obligations due to circumstances beyond our control, including but not limited to:

- * Extreme weather conditions
- * Fire, flood, accidents, or war
- * Power outages or utility failures
- * Supply chain disruptions
- * Government regulations or pandemics

15. Complaints and Dispute Resolution

15.1 Any disputes should be reported in writing via jamesbrothersrenovations@gmail.com

15.2 We will attempt to resolve disputes within 14 days.

15.3 If a resolution cannot be reached, legal action may be pursued under English law.

16. Final Provisions

16.1 These terms do not affect your statutory rights regarding faulty or mis-described goods.

16.2 Any updates to these terms will be communicated via our website or in writing.

16.3 Upon inviting us to your property you are accepting these terms and conditions.