James Brothers Plumbing & Property Renovation Ltd

Terms and Conditions

1. General Agreement

1.1

These Terms and Conditions set out the agreement between James Brothers Plumbing & Property Renovation Ltd ("the Company") and the Customer regarding the provision of plumbing, heating, gas, bathroom, renovation, maintenance, repair and associated building works.

1.2

If you have any questions regarding these Terms and Conditions, you should seek clarification before accepting a quotation or instructing works to proceed.

1.3

By accepting a quotation, paying a deposit, signing an agreement, instructing us to commence work, or allowing work to begin at your property, you agree to be bound by these Terms and Conditions.

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2. Quotations and Pricing

2.1

Our quotation includes the cost of carrying out the work specifically detailed within the quotation.

2.2

All quotations are valid for 30 days from the date of issue unless otherwise stated.

2.3

Quotations are based on information available at the time of survey and exclude unforeseen issues including, but not limited to, hidden defects, asbestos, structural problems, non-compliant installations, inaccessible pipework, damaged services or hazardous materials.

2.4

Any additional works identified after commencement will be discussed with the Customer and approved before proceeding wherever reasonably practicable.

2.5

All prices exclude VAT at the prevailing rate unless otherwise stated.

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3. Scheduling and Delays

3.1

Where a preferred installation or commencement date has been requested, the Company will make reasonable efforts to accommodate that date but cannot guarantee availability.

3.2

Should unforeseen circumstances prevent commencement or completion of the works, an alternative date shall be agreed with the Customer.

3.3

The Company shall not be liable for delays caused by circumstances beyond its reasonable control, including but not limited to material shortages, weather conditions, utility disruptions, supplier delays, labour shortages or customer-related delays.

3.4

The Customer shall provide safe and reasonable access to the property and working area during agreed working hours. Delays caused by restricted access, unavailable utilities, absence of the Customer or failure to provide necessary information may incur additional charges and extensions of programme.

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4. Work Execution

4.1

Works will ordinarily be carried out between:

- Monday to Thursday: 8:30am – 5:30pm
- Friday: 8:00am – 12:00pm

4.2

Additional charges may apply for works undertaken outside standard working hours, including evenings, weekends and public holidays.

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5. Permissions and Approvals

5.1

Where the Customer is not the legal owner of the property, they must obtain all necessary permissions before works commence.

5.2

The Customer is responsible for securing any required approvals including:

- Planning Permission
- Building Regulation Approval
- Listed Building Consent
- Landlord Consent
- Neighbour Consent
- Mortgage Lender Approval

5.3

The Company accepts no liability for delays, costs or losses resulting from the Customer's failure to obtain necessary approvals.

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6. Gas, Water and Utilities

6.1

Works requiring an adequate gas supply will only proceed where the existing supply meets applicable standards.

6.2

Where works cannot proceed due to an inadequate gas supply, cancellation charges may apply.

6.3

Should additional work be required to achieve compliance with current gas, water, electrical or building regulations, additional charges may apply.

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7. Standard Charges and Additional Costs

7.1

Additional charges may apply for works outside the agreed quotation, investigation work, return visits, diagnostic services and fault-finding activities.

7.2

The Company's standard labour rate is £80 plus VAT per hour or part thereof.

7.3

Same-day emergency and out-of-hours call-outs are charged at £80 plus VAT in addition to labour and material costs.

7.4

Boiler and heating servicing is charged at £90 plus VAT.

7.5

Unless specifically stated within the quotation, additional labour charges may apply for specialist tile layouts including but not limited to:

- Herringbone
- Chevron
- Basket Weave
- Mosaic
- Metro Tile Patterns
- Large Format Tiles
- Feature Walls

7.6

Landlord Gas Safety Certificates and Electrical Certification start from £150 plus VAT and may increase depending on property size.

7.7

Power flushing services start from £300 plus VAT and may increase depending on system size and number of radiators.

7.8

Additional travel, congestion, permit and parking charges may be added where applicable.

7.9

It is the Customer's responsibility to arrange any required parking permits. Any charges incurred due to unavailable permits shall be added to the invoice.

7.10

Investigative or fault-finding work shall be charged at £80 plus VAT.

7.11

Boiler breakdown diagnostic visits are charged at £90 plus VAT where remedial works are not subsequently carried out by the Company.

7.12

Any variation requested by the Customer to the agreed scope of works may incur additional labour, material and administration charges and may extend completion times.

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8. Materials and Warranties

8.1

Material charges shall apply for any items supplied or delivered which are not included within the original quotation.

8.2

Manufacturer warranties remain subject to the manufacturer's own terms and conditions.

8.3

The Company's installation workmanship is guaranteed for a period of 12 months from completion.

8.4

The workmanship guarantee shall be void where:

- The system is not serviced as recommended.
- The installation is modified by a third party.
- The fault results from misuse, neglect or accidental damage.
- Manufacturer instructions are not followed.

8.5

Ownership of all materials, fixtures, fittings, goods and equipment supplied by the Company shall remain with the Company until payment has been received in full.

8.6

Where products or materials are supplied by the Customer, the Company accepts no responsibility for:

- Product quality
- Compatibility issues
- Manufacturer defects
- Delivery delays
- Warranty claims
- Additional labour arising from unsuitable products

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9. Existing Installations and System Performance

9.1

The Company cannot accept responsibility for faults that may arise within existing systems which are unrelated to our works.

9.2

Additional repairs necessary to ensure system functionality shall be chargeable.

9.3

Where excessive sludge, corrosion or contamination is identified, power flushing or alternative remedial works may be recommended at additional cost.

9.4

Quotations are based upon visible conditions at the time of survey. The discovery of concealed defects, damaged pipework, defective wiring, structural defects, damp, rot, asbestos, pest infestation, inadequate foundations or non-compliant installations may require additional works and charges.

Power Flushing Terms

9.5.1 System Condition and Risk Acknowledgement

The Customer acknowledges that power flushing involves circulating cleaning chemicals and water through the heating system at high pressure and flow rates.

Older, weakened or corroded components may fail during or after the procedure.

9.5.2 Liability for Existing Defects

The Company shall exercise reasonable skill and care when undertaking power flushing services.

The Company accepts no responsibility for failures arising from pre-existing corrosion, deterioration, damage or defects within the heating system.

9.5.3 Additional Works

Should failures occur during or following a power flush, any remedial works shall be chargeable in addition to the original quotation.

9.5.4 Exclusions

The Company does not guarantee that power flushing will resolve all heating issues or system performance problems.

9.5.5 Customer Consent

By instructing the Company to undertake power flushing works, the Customer accepts the risks outlined above.

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10. Property Damage and Liability

10.1

The Customer acknowledges that some works may require access through existing walls, floors, ceilings or finishes.

10.2

Whilst every reasonable effort will be made to minimise disruption and damage, making good, redecorating and reinstatement of existing finishes may not be included unless specifically stated within the quotation.

10.3

The Company shall not be liable for delays, losses or disruption caused by third-party suppliers, manufacturers, utility providers or contractors.

10.4

Nothing within these Terms and Conditions shall exclude or limit liability for:

- Death or personal injury caused by negligence;
- Fraud or fraudulent misrepresentation;
- Any liability which cannot legally be excluded.

10.5

Subject to Clause 10.4, the Company's total liability arising from the contract shall not exceed the total value of the works carried out under the contract.

10.6

Works shall be considered practically complete when reasonably capable of being used for their intended purpose, notwithstanding minor defects, snagging items or cosmetic issues that do not materially affect operation or safety.

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11. Payment Terms

11.1

Payment may be made by:

- BACS
- Debit Card
- Credit Card

- Cash
- Cheque

11.2

All cheques must clear before works commence.

11.3

For works valued at £1,500 including VAT or above, a deposit of 40% shall ordinarily be required prior to commencement.

11.4

The deposit contributes towards scheduling, administration and material procurement costs.

11.5

Stage payments may be required for larger projects and will be detailed within the quotation or contract documentation.

11.6

Failure to make agreed stage payments may result in suspension of works until payment is received.

11.7

The Customer may withhold a retention of up to 5% of the contract value or £250 (whichever is lower) solely in respect of minor defects. Retention monies shall become immediately payable once such defects have been remedied.

11.8

Interest may be charged on overdue invoices at a rate of 8% per annum above the Bank of England base rate, calculated daily until payment is received in full.

11.9

The payment due date is specified on the invoice and payment must be made within 7 days.

11.10

A late payment administration fee of £35 or 10% of the outstanding balance (where the balance exceeds £500) may be charged.

11.11

The Company reserves the right to recover all reasonable debt recovery, legal, court and administrative costs associated with overdue accounts.

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12. Cancellations and Refunds

12.1

Special-order, bespoke or non-returnable materials cannot be refunded once ordered.

12.2

Cancellations made within 7 days of the agreed commencement date may incur charges.

12.3 Deposit Requirements

Acceptance of a quotation constitutes acceptance of these Terms and Conditions.

Where a deposit is required, the amount shall be specified within the quotation.

The Company may retain all or part of any deposit to recover reasonable costs incurred including:

- Scheduling costs
- Administrative costs
- Labour allocation
- Material purchases
- Supplier commitments

12.4

Any materials specifically purchased or ordered for the Customer's works which cannot be returned may remain payable in full.

12.5 Consumer Cancellation Rights

Where the agreement is entered into at a distance, by telephone, email, online, or away from the Company's business premises, the Customer may have rights under the Consumer Contracts Regulations 2013.

By requesting works commence within any applicable cancellation period, the Customer expressly requests immediate commencement and acknowledges that reasonable charges may be payable if cancellation occurs after work has begun.

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13. Compliance and Legal Action

13.1

Failure to make payment within 7 days of practical completion may result in debt recovery action.

13.2

The Company reserves the right to recover legal, administrative and debt collection costs.

13.3

All contracts and disputes shall be governed by the laws of England and Wales.

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14. Force Majeure

14.1

The Company shall not be liable for delays or inability to perform obligations due to events beyond its reasonable control, including:

- Extreme weather
- Fire
- Flood
- War
- Civil unrest
- Utility failures
- Supply chain disruption
- Pandemics
- Government restrictions
- Industrial action

14.2

The Company shall be entitled to a reasonable extension of time for completion where affected by a force majeure event.

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15. Complaints and Dispute Resolution

15.1

Complaints must be submitted in writing to the Company's registered correspondence email or postal address.

15.2

The Company will endeavour to investigate and respond within 14 days.

15.3

Where disputes cannot be resolved amicably, either party may pursue legal remedies through the courts of England and Wales.

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16. Data Protection, Photography and Health & Safety

16.1

The Company shall process personal data in accordance with applicable UK data protection legislation.

16.2

The Company reserves the right to take photographs before, during and after works for:

- Quality assurance
- Warranty administration
- Training
- Record keeping
- Dispute resolution
- Marketing purposes

No personal information or identifying features shall be published without consent.

16.3

The Customer shall ensure that children, pets and vulnerable persons are kept away from active work areas.

16.4

The Customer shall ensure that the working area remains reasonably safe, accessible and free from avoidable hazards.

17. Final Provisions

17.1

Nothing within these Terms and Conditions affects the Customer's statutory rights.

17.2

The Company reserves the right to amend these Terms and Conditions from time to time. Any updated version shall apply to future contracts only.

17.3

These Terms and Conditions shall be deemed accepted upon:

- Acceptance of a quotation;
- Payment of a deposit;
- Instruction to commence works;
- Signing of a contract; or
- Permitting the Company to commence work at the property;

whichever occurs first.

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