

# SERVICE TERMS & CONDITIONS

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## 1. Introduction

These are Hamilton Heating & Plumbing Terms & Conditions. They tell you:

- The rules for using our services
- What you can expect from Hamilton Heating & Plumbing
- 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. You're also agreeing to our: Terms of Use, Privacy and Cookie policies.

The latest version always applies, and we'll usually only make updates when we offer a new service, change how we provide a service, or have to comply with a new legal requirement.

## 3. What Do We Mean by “Services”?

Anything offered by Hamilton Heating & Plumbing, across all the trades we cover (Plumbing, Heating, Drains, Bathrooms, Electrics, Carpentry, Appliances, Roofing, Building and Emergencies):

- Enquiries
- Estimates
- Project Work
- Installations
- Repairs
- Emergency Call Outs
- Servicing
- Guarantees
- Surveys

## 4. Terminology

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

- “Us/We/Our” refers to Hamilton Heating & Plumbing.
- “You” refers to you: the customer (the person or organisation for whom we agree to carry out work and/or supply or materials).
- “Tradesperson/tradespeople” refers to the representative(s) appointed by Hamilton Heating & Plumbing to carry out work.



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.

## **5. Fixed Price Work**

The total charge to you will be given as a firm cost (manifest errors exempted), inclusive of labour & materials. Where a written estimate has been supplied to you, the total charge outlined in the estimate should not exceed the actual time taken by more than 20%, but may be revised in the following circumstances:

- If, after submission of the estimate, you instruct us (in writing or verbally) to carry out additional work not referred to in the estimate.
- If, after submission of the estimate, there is an increase in the price of materials.
- If, after submission of the estimate, it is discovered that further work needs to be carried out which were not anticipated when the estimate was prepared.
- If, after submission of the estimate, it is discovered that there was a manifest error when the estimate was prepared.
- Requirement of a detailed Insurance Report (in addition to the estimate and invoice) will incur a nominal charge of £25.00.

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.

## **6. Offers & Incentives**

On an ongoing basis, at our discretion, we promote a selection of offers and incentives. Offers and incentives should be clearly defined including any specific terms & conditions. Offers and incentives may only be used in conjunction with each other at our discretion.

## **7. Material Collection**

Collection of non-stock items is chargeable, however:

- Time taken will be kept to a minimum and within reason.
- In the unforeseen circumstances that the collection time exceeds a reasonable period, you will receive prior notification of the reason.

## **8. Invoices & Payment**

Upon your agreement for us to carry out estimated or PreBooked work, a deposit payment



of a minimum 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 on receipt. Hamilton 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, unless you disclose when initially instructing us, to carry out work and/or supply materials that you are acting on behalf of a third party.

## **9. Timekeeping**

Where the date and/or time for work to be carried out is agreed, we will use reasonable endeavour to ensure that the tradesperson attend accordingly. 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.

## **10. 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 instructions more immediately prior to work being carried out, or materials being supplied, you will be liable for 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.

## **11. Satisfaction**

Hamilton Heating & Plumbing are committed to providing professional, top 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.

## **12. Guarantee**

For your peace of mind, we provide a 12 month guarantee on labour carried out by a Hamilton 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 become null & void if the work/appliance completed/supplied by us is:

- Subject to misuse or negligence.
- Repaired, modified or tampered with by anyone other than a Hamilton 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.
- Guarantees will become null and void if annual service checks are not carried out by us.

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 tradesperson.

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

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.

### **13. Liability**

We will only be liable for rectifying our own guaranteed work, and will not be held responsible for any ensuing damage or claims resulting from other work overlooked or subsequently requested and not undertaken at the time.

We will 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. Work will not carry a guarantee where you have been notified by the tradesperson either verbally or indicated in ticked boxes or in our comments/recommendations.

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 Hamilton 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.



## **14. 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.
- Enter any premises, at any time and without notice, in which goods or any part thereof is installed, stored or kept, or is reasonably believed so to be.
- 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.

## **15. Complaint Resolution**

All complaints must be made in writing and we must be given a chance to resolve all issues to the customers satisfaction, if we are found to be at fault.

We are members of the Chartered Institute of Plumbing and follow their code of professional standards.

## **16. 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.

Our office and main trading address is: 41, Waggoners Way, Grayshott, Hindhead, Surrey, GU26 6DX.

