

# TERMS & CONDITIONS OF BUSINESS

## The Service

- Atlantic Plumbing & Heating shall at all times provide competent personnel in carrying out the service.
- Atlantic Plumbing & Heating shall provide the service between the hours of 8.00am and 5.00pm Monday to Friday exclusive of statutory holidays at the current standard rates of Atlantic Plumbing & Heating.
- Atlantic Plumbing & Heating shall provide the service outside normal hours at the current overtime rates of Atlantic Plumbing & Heating.
- The service shall be offered on the basis that it will be provided as quickly as is reasonably possible within the confines of current workload, availability of personnel, weather and traffic conditions transport and fuel availability, availability of parts and other conditions on which Atlantic Plumbing & Heating is dependant but outside their direct control and which from time to time do arise. Consequently, no liability or responsibility shall be accepted caused by conditions, events, acts, omissions or states of affairs beyond Atlantic Plumbing & Heating direct control.

## Charges

- Charging Basis. The charge shall be based on either.
  - A time and materials basis calculated on current rates and prices of Atlantic Plumbing & Heating.
  - A fixed price quotation.All charges shall be based on time and materials unless a fixed price has been agreed in writing before the work commences.
- Time and Materials. Labour charges are calculated from the point of arrival at the customer's premises to the point of finishing the work and are calculated on an hourly basis to the next hour (ie. one hour five minutes is charged as two hours). Chargeable time shall include time used collecting parts from suppliers whether collected enroute to the customer's premises or collected during the work.
- Minimum Labour Charge. Atlantic Plumbing & Heating shall charge a minimum labour charge during normal working hours of one hour. The minimum account labour charge shall be one hour.
- Charging Period. Where charging rates overlap the rate charged shall increase or decrease accordingly for the relevant periods.
- Materials and Parts Charges. Parts and fittings stocked on Atlantic Plumbing & Heating vans shall be charged at the current selling list prices of Atlantic Plumbing & Heating and shall not be subject to any discount except by way of the firms written agreement, materials collected from merchants shall be charged at cost price plus 20%.
- Fixed Price Quotations. A fixed price quotation shall be supplied in writing or a fixed price shall be agreed on site and written in on the job report sheet and signed by customer.
- Fluctuations. Invoices are strictly net and the quoted price will be adjusted to meet any price variation in labour or materials occurring after the date of quotation.
- Water Heating. Quotations for water heating installations are based on the assumption that the existing plumbing system is in satisfactory condition. No responsibility is accepted for defects arising from water tanks, pipes etc. during or subsequent to installation work by Atlantic Plumbing & Heating.
- Travelling Time. Atlantic Plumbing & Heating shall not charge any travelling time during normal hours (except when this invoices collection of materials from suppliers) but shall reserve the right to charge travelling time when,
  - The work shall be carried out not within the normal work area.
  - When adverse weather, traffic or access conditions shall cause additional travelling time to that which is reasonable during normal conditions or
  - The time distance and expense of travelling to any job shall be uneconomical in relation to the job being carried out.
- Hire Charges. Atlantic Plumbing & Heating shall not charge for the usage of normal small trade tools but shall pass on any other charges incurred through hire of special tools and plant and shall itself apply reasonable charges for the use of its own Plant and special equipment and specialist tools
- Value Added Tax. All quotations, estimates, guides, rates, prices etc given by Atlantic Plumbing & Heating verbally or in writing shall be subject to value added tax at the rate or rates currently in force.
- Parking. All parking costs will be charge at cost to the customer.

## Payment

- Authorisation. No work shall be undertaken until the customer (or the customers authorised agent) has signed the authorisation and undertake to make payment on completion of the work or if an account customer has undertaken to make payment with the agreed terms.
- Waiting Time for Payment. Payment shall be due in full immediately upon completion of the work and the customer shall ensure that payment is made available without unnecessary delay otherwise Atlantic Plumbing & Heating shall be entitled to charge for waiting time.
- Payment Collection. Where for whatever reason the customer is unable or unwilling to make payment on completion of the work Atlantic Plumbing & Heating shall be entitled to charge for additional time expended on the collection thereof.
- Advanced Payments. Atlantic Plumbing & Heating shall reserve the right for whatever reason to require advance payments, stage payments or deposits before or during the work.
- Cheques. Atlantic Plumbing & Heating reserves the right for whatever reason to refuse cheques unless supported by a current cheque guarantee card and /or to require the customer to make payment by cash.
- Dishonoured Cheques. Should payment be offered by the customer by cheques which subsequently on presentation for payment are dishonoured for whatever reason a charge of £30.00 shall be made to the customer for each and every presentation to offset the administration charges suffered by Atlantic Plumbing & Heating.
- Account Facilities. By prior arrangement only Atlantic Plumbing & Heating shall allow account facilities. Only signed official orders shall be accepted in lieu of payment, and shall be a specific condition of Atlantic Plumbing & Heating granting account facilities that this company's terms and condition shall take precedent over all others.
- Account Terms. Payment is due within seven days unless otherwise stated.
- Overdue Accounts and/or Late Payments. Overdue accounts and late payer shall be liable to late payment charges at 4.0% over bank base rate per month or part month and an administration charge of £10.00 per week or part week until the date of payment.
- Legal Collection Expenses. Should after thirty days from date of invoice Atlantic Plumbing & Heating have not secured payment of any debt owed to it Atlantic Plumbing & Heating shall be entitled to employ the services of solicitors and/or collection agencies and shall be entitled to charge and recover from the customer all and every reasonable expense incurred in obtaining settlement of the debt.
- Atlantic Plumbing & Heating retain a lien upon all materials plant and machinery even though installed or delivered on site for the whole of any unpaid balance due to Atlantic Plumbing & Heating hereunder.
- Wayleaves. The customer shall be responsible for obtaining and returning any necessary consents, easements or wayleaves and for any reinstatement of disturbed ground, in the case of extensions to underground distributing mains or of overhead distributing lines which are within the customers own property or on privately owned property over which the customer has rights of access or attendance.
- Licenses. Any license, permit or other authority necessary for the execution of the work shall be obtained by the customer.
- Ability. Much of our work is dirty by its very nature and spillage of water and marking do occur from time to time, usually unavoidably, Atlantic Plumbing & Heating employs thoughtful and careful personnel and dirt, wet and damage shall be kept to a minimum but by virtue of the fact that Atlantic Plumbing & Heating is often dealing with awkward emergency situations over which it has little (if any) control.
- Making Good etc. Whilst every care will be taken by Atlantic Plumbing & Heating, it accepts no responsibility for any damage to plasterwork, decorations, flooring etc, necessarily consequent upon the execution of the work unless specifically provided for in the quotation, cuts or holes made to allow for equipment will be made good but not permanently finished or decorated. Floorboards will be replaced but special flooring will not be permanently re-fixed.
- The customer shall prepare the work areas and walkways and fully protect or remove carpets, furniture and valuables and should the work areas and walkways not be fully protected or removed the customer shall accept all risks of spillage, leaks, stains, breakage and damage.
- Atlantic Plumbing & Heating shall not be liable for any damage caused through the customer not taking adequate precautions by removing or protecting carpets, furniture and valuable in the work areas, and walkways that are unprotected or unremoved items shall be regarded of nil value.
- Atlantic Plumbing & Heating shall remove furniture, carpeting and valuables if so specifically requested by the customer but shall not be responsible for damage caused carrying out such work nor be responsible for their reinstatement of the cost thereof.
- Atlantic Plumbing & Heating shall move/dismantle/re-assemble/re-fix/replace cupboards, floorboards and the like if so requested by the customer but shall not be responsible for damage caused carrying out such work nor responsible for their reinstatement or the cost thereof.
- Atlantic Plumbing & Heating shall not be responsible for scorch marks, stains, spillage or any other event causing damage which it deems as unavoidable in the circumstances prevailing at the time of the work.
- Atlantic Plumbing & Heating shall not undertake any work for any customer proposing to hold Atlantic Plumbing & Heating responsible for any damage caused by events covered in conditions 24-30 Indemnity 31 except for liability for death or personal injury arising from the negligence of Atlantic Plumbing & Heating personnel. Atlantic Plumbing & Heating obligations concerning the work done shall constitute the full extent of its liability in respect of any loss or damage suffered by the customer whether by negligence of Atlantic Plumbing & Heating or arising from any cause whatsoever and Atlantic Plumbing & Heating shall not be liable for any losses consequential or otherwise.
- Whilst every effort is made to provide a prompt and reliable service Atlantic Plumbing & Heating is dependent on many factors which are out of its direct control and which from time to time do arise. Transport availability, fuel restrictions, weather and traffic conditions, availability of personnel, availability of parts etc. Always provided that Atlantic Plumbing & Heating has made reasonable effort to provide service Atlantic Plumbing & Heating shall have no liability whatsoever for any delay in the performance of its obligations (if any) due to any conditions, events, omissions or states of affairs beyond its direct control.
- Guarantees. All guaranteed work shall carry an unconditional, no quibble 60 day warranty during which time any defect arising directly through faulty manufacture of parts or workmanship shall be rectified free of charge.

- Atlantic Plumbing & Heating shall only accept and carry out the customers work instruction on the basis that the warranty shall be for 60 days only and no work shall be undertaken whatsoever for any customer proposing to hold Atlantic Plumbing & Heating responsible for any defects or damage arising or notified after 60 days, unless that work shall benefit from an extended warranty agreement paid for by the customer.
- Where the work specifically benefits from Atlantic Plumbing & Heating 60 day warranty, and during that time becomes defective or fails, Atlantic Plumbing & Heating shall subject to its terms and conditions, provide support service between the hours of 8.00am and 5.00pm Monday to Friday excluding statutory holidays, within 36 hours of notification and will make no charge for labour rectifying the failures or defects where, and/or are being prevented from working satisfactorily due to other reasons and will also charge for any new or extra work which is not a direct duplication of work already done and charged for within the previous 60 days or where the necessity to carry out work previously was not apparent at the time neither carried out not charged for, or where the customer has been previously advised the situation may occur. Any support service requested by the customer outside the scope above will be provided if at all possible but will be liable to additional charge.
- Parts and Manufacturers Guarantees. Parts supplied by Atlantic Plumbing & Heating by main suppliers and manufacturers, and then on to the customer shall be sold by Atlantic Plumbing & Heating to the customer on the condition that (a) parts supplied shall benefit from the manufacturers/suppliers warranty (if any) and that any proven defective part shall be exchanged item for item or its invoice value refunded (b) no responsibility or liability shall be accepted for any consequent labour costs, losses or damages claimed by the customer (c) no liability shall be accepted for any amount exceeding the invoice value of the part(s). Atlantic Plumbing & Heating's own warranty considerably exceeds any manufacturers guarantee by providing a full 60 days parts and labour warranty however, while Atlantic Plumbing & Heating shall itself bear the labour costs during its own warranty period of 60 days and will additionally supply replacement parts free of the duration of a manufacturers guarantee (if any) Atlantic Plumbing & Heating will apply its normal labour charges after 60 days. All guarantees will be immediately invalidated if there is found to be any evidence of misuse, tampering, attempted repair or removal by any persons other than the Atlantic Plumbing & Heating service staff or the company's authorised agent(s). Parts and materials will only be supplied on the above basis, and parts will not be supplied by Atlantic Plumbing & Heating to any customer proposing to hold Atlantic Plumbing & Heating responsible for any period, costs expenses parts in excess of those covered above.
- WORK NOT GUARANTEED. Atlantic Plumbing & Heating will within reason (unless clearly dangerous and hazardous), carry out any work on the instructions of the customer, whether against our advise of temporary nature incomplete or unlikely to last etc, but on the strict irrevocable understanding and agreement of the customer that Atlantic Plumbing carries out such work at the insistence totally and absolutely without liability or responsibility. While Atlantic Plumbing & Heating will carry out such work as professionally as possible within the limitations imposed by Atlantic Plumbing & Heating instructions and the nature of the work, any such work carried out will be at the customers sole risk and any subsequent failure of the work and another work repetitious or otherwise requested by the customer will be subject to additional normal charges irrespective of how short a period the work lasts or the costs involved, and neither will Atlantic Plumbing & Heating pass on any guarantee with regard to parts used in the course of such work. Atlantic Plumbing & Heating guarantee does not cover for drains and blockages nor defects due to fair wear and tear, the replacement of lamps or fuses, or any causes beyond the control of Atlantic Plumbing & Heating.
- Atlantic Plumbing & Heating does not accept responsibility for the failure of any fire protection equipment in the event of a fire.
- Removal/Retention of Parts/Rubbish/Scrap. Parts and rubbish will normally be removed from the customer's premises free of charge on completion of the work, unless bulky or heavy and likely to cause disposal costs when the customer will be advised of any extra cost. Parts may be retained by the customer unless a warranty claim is involved or unless they have to be returned to the main supplier/manufacturer on an exchange basis. If the customer wishes to retain parts it is the customers responsibility to ensure this request is made to the tradesman on site and the customers responsibility to ensure the parts retained. Once removed from site disposal is likely to be immediate and Atlantic Plumbing & Heating will be unable to recover such items once removed from the customer's premises.
- The headings used herein shall be for convenience only and shall not themselves form part of the terms and conditions the customer's statutory rights are unaffected.

## AVOIDING COMPLAINTS

It is our experience that while genuine justified complaints do occur from time to time, the majority of potential complaints are found on actual investigation to have nothing to do with the work originally carried out and it is our aim here to give some guidelines which will assist in maintaining the friendly personalised relationship we like to have with our clients.

- Fully describe the work you require to be done with the fault you want attending to, discuss it with the tradesman, giving him as much information as possible. Agree what the course of action will be and how it will be done and if in any doubt ask for clarification, the tradesman will in fact appreciate your interest.
- Remember that we are tradesmen. We are not magicians nor do we have x-ray eyes. A certain amount of preliminary work may have to be done, a certain amount of seemingly wasteful work may have to be done.
- When faced with a choice of an expensive replacement or relatively cheap but unguaranteed repair, carefully weigh up the advantages and disadvantages before making your decision.
- During the work, take an interest - try not to look over the tradesman's shoulders all the time but periodically see how things are going and if there is something you are not happy with say so immediately so that it can be discussed before continuing.
- After the work has been completed the tradesman will require you to check the work to ensure that you are totally satisfied it is essential that you do so as you will then be required to sign the customers acceptance.
- The Job Report Sheet. This will be completed and in addition to describing what has been done may make comments or recommendations. If so, discuss these if you have not already done so as they are obviously important. They may well refer to the work done and/or advise of further work which might become necessary.
- Guarantees. We provide a very reasonable warranty period for guaranteed work and as a rule the only complaints we receive arise from a defective part and then usually within days rather than weeks. The majority of potential complaints concern unguaranteed work where hours, days or weeks later the problem re-appears, effectively confirm our own feelings at the time of the work! While a high proportion of unguaranteed work may last, those which do not should be expected and a permanent proper job carried out.

## MAKING A COMPLAINT

- Before contacting Atlantic Plumbing & Heating to complain realistically appraise whether your complaint is directly due to all or part of the work undertaken by Atlantic Plumbing & Heating. Read carefully the invoice job sheet and look at exactly what work was undertaken.
- Please note if you make a complaint and the work is not part thereof the original works you will be charged accordingly.
- If the fault is genuine, repairs will be undertaken as swiftly as possible at no cost to you.
- If you believe our work is faulty, telephone us immediately, state the invoice number and date with reason for your complaint.
- If however, you are not sure whether the fault is connected with our work, please feel free to telephone and discuss the problem with us even if the work undertaken is unconnected we can deal with this as swiftly as is possible.

## WHEN OUR TRADESMAN RETURNS

- You will be required to sign his Job Sheet to agree to pay for his call and/or work should the fault be found not be connected with the original.
- Explain what has happened and why you believe it is connected with our work.
- Our tradesman will check his work and if our work is found to be faulty will rectify his work under the terms of our guarantee.
- If our engineer finds all parts supplied by Atlantic Plumbing & Heating are faultless and/or are being prevented from working through secondary causes, we will advise you of this fact and will (a) continue with the work towards rectifying the defect on our normal labour charges and parts of (b) stop at that point and charge for the time spent checking his work.

## KNOW YOUR TRADESMAN

Like your doctor, we hope you will not need our tradesman often, but it is a comfort to know he can be consulted occasionally if and called in an emergency. It is however, every householders responsibility to understand and control the plumbing in his own home, and to know the purpose of every pipe and stop cock of any electrical and gas components.

The basic knowledge can prevent or minimise flooding and the distressing damage this can cause and can be a valuable time-saving factor when the tradesman arrives. Plumbing and heating installation should never be tampered with as even the simplest repairs require some knowledge of the principles of plumbing. Some simple precautions can often prevent or reduce damage or injury.

- Locate your main stop valve on the incoming cold main supply and ensure it is capable of being fully turned off. Label it and locate and identify all other stop valves ensuring they all work properly.
- Locate any drain cocks through which you can empty your hot and cold water systems and your central heating systems once the source of heat has been extinguished.
- Check all pipes and storage tanks are thoroughly lagged especially and particularly in the roof space. If the roof space is well insulated to prevent heat loss from below, lagging in the roof space may not be sufficient protection in really cold weather and a secondary heat source introduced.
- In freezing weather take special care to prevent water pipes etc., become frozen.
- Inspect your plumbing regularly especially metal tanks, radiators and pipe joints for corrosion or leakage.
- Check the condition of rubber or plastic hose pipes on plumbed-in washing machines at regular intervals.
- Check whether taps drip, W.C.'s do not flush properly or valves are sticking and the overflow pipes are not dripping water.
- Have your central heating boiler and other appliances serviced regularly.