TERMS & CONDITIONS OF SUPPLY

1. Definitions and Interpretation

1.1 In these Terms & Conditions:

“Contractor”, “we”, “us”, “our” means G & N Plumbing Limited.

“Customer”, “you”, “your” means the person(s), company, or organisation receiving or contracting for services or products.

“Services” means plumbing, heating, gas, oil and related works carried out by us.

“Products / Materials” means all goods, parts, components or materials supplied or installed by us.

1.2 Headings are for convenience only and do not affect interpretation.

2. Scope of Services

2.1 These Terms apply to all domestic (consumer) and commercial services provided by us.

2.2 Services include, but are not limited to:

- Boiler installation, servicing, repair and replacement
- Central heating installation, maintenance and power flushing
- Plumbing and emergency plumbing services
- Gas installation, servicing and repair
- Air source heat pumps and renewable heating systems
- Oil-fired boiler installation, servicing and repair
- Bathroom and kitchen plumbing works

2.3 All gas work is carried out by Gas Safe registered engineers in accordance with UK law.

2.4 All oil-fired heating work shall be carried out only by appropriately qualified and OFTEC-registered engineers, in accordance with current UK legislation, Building Regulations and OFTEC technical standards.

2.5 We do not undertake unsafe, illegal, temporary or non-compliant work intended to bypass regulations or manufacturer instructions.

3. Quotations, Estimates and Pricing Basis

3.1 We are not obliged to provide a quotation.

3.2 Only written quotations issued by us are binding. Verbal quotations are non-binding.

3.3 Unless expressly stated otherwise in writing:

- Estimates are provided as reasonable estimates based on information available at the time.
- Fixed prices apply only where expressly stated and agreed in writing.

3.4 Quotations are valid for 30 days unless stated otherwise.

3.5 All quotations and estimates are based on visible and accessible conditions at the time of inspection. Additional works required due to hidden defects, restricted access, non-compliant installations, age-related failures or unforeseen issues will be chargeable.

4. Hourly Rate, Materials and Diagnostics

4.1 Where work is charged on an hourly basis, charges include:

- Labour time spent on the Customer's work
- Reasonable time spent sourcing non-stock materials

4.2 Materials supplied by us are charged at trade cost plus a reasonable uplift.

4.3 We accept no liability for the suitability, performance or failure of Customer-supplied materials or products, and no warranty applies to such items.

4.4 Where diagnostic work is carried out to ascertain the cause or source of a fault and a part is found to be defective and replaced, the Customer will be liable to pay for that replacement, even if the breakdown was caused wholly or partly by a different fault.

5. Orders and Acceptance

5.1 Acceptance of a quotation, estimate, or instruction to commence work constitutes acceptance of these Terms.

5.2 We may rely on verbal instructions, but written confirmation (email or text) is recommended.

6. Cancellation

Domestic Customers (Consumers)

6.1 You may have a legal right to cancel under the Consumer Contracts Regulations 2013 where services are booked at a distance or off premises.

6.2 Where you request work to begin during the cancellation period, you acknowledge that your right to cancel ends once the service is fully performed.

6.3 Cancellations with less than 24 hours' notice may incur a reasonable cancellation or call-out charge.

Commercial Customers

6.4 Commercial cancellations require 48 hours' written notice, unless otherwise agreed.

6.5 Late cancellations or aborted visits may be charged for labour, materials and losses reasonably incurred.

7. Payment and Invoices

7.1 Invoices are payable in full within 7 days of completion of the job.

7.2 Payment methods will be stated on the invoice.

7.3 We reserve the right to:

- Charge interest on overdue invoices from the day after the due date until payment is received, at a rate of 4% above the Bank of England base rate, calculated daily, for domestic customers, and statutory interest and recovery costs for commercial customers, in each case where permitted by law; and
- Suspend further work or withhold certificates or documentation, including Gas Safety Records, commissioning certificates or compliance documentation, until payment is received in full.

7.4 Any invoice queries must be raised within 5 days of receipt.

8. Warranty and Guarantees

Workmanship

8.1 We guarantee our workmanship for 12 months from completion.

8.2 This guarantee applies to defects arising solely from our workmanship and only where payment has been made in full.

Exclusions

8.3 The guarantee does not apply where:

- There is misuse, neglect or lack of maintenance
- Work has been altered, repaired or interfered with by third parties

- Customer-supplied materials or appliances are used
- Work is carried out against our advice
- The system is over ten years old or of inferior quality and this has been advised

8.4 No guarantee is given for blockages in waste or drainage systems.

8.5 We do not accept responsibility for contamination, water ingress, sludge or degradation of oil storage tanks or fuel supply systems unless expressly included within the agreed scope of works.

8.6 Products and parts are covered by the manufacturer's warranty only.

8.7 Labour to replace manufacturer-faulty parts is chargeable unless otherwise agreed.

8.8 Power flushing may place existing pipework, joints, valves or components under increased pressure or flow and may reveal pre-existing weaknesses, corrosion or defects. We are not responsible for leaks or failures arising from such pre-existing conditions unless caused by our negligence. Any repairs required as a result of leaks or failures identified during or following power flushing will be chargeable.

8.9 The installation of a new gas or oil boiler may place existing pipework, joints, valves, radiators, controls or ancillary components under increased pressure, temperature or flow. We are not responsible for leaks, failures or damage arising from pre-existing defects, corrosion, age-related deterioration or non-compliant installations unless caused by our negligence. Any remedial works required as a result will be chargeable.

8.10 We are not responsible for defects, blockages or failures in existing flue systems, condensate pipework or drainage installations unless expressly included within the agreed scope of works. Any remedial works required will be chargeable.

8.11 We do not accept responsibility for the condition or compatibility of existing electrical wiring, controls or consumer units unless expressly included within the scope of works. Any upgrades or remedial works required to achieve compliance or functionality will be chargeable.

8.12 In oil-fired systems, installation works may disturb sludge, debris or degraded components within tanks, filters, oil lines or fittings. We are not responsible for failures arising from such pre-existing conditions unless caused by our negligence, and any required repairs or replacements will be chargeable.

9. Safety and Compliance

9.1 We reserve the right to isolate systems, issue warning notices or stop work where a safety risk exists.

9.2 Where we advise remedial or safety-critical works and these are declined; we accept no liability for resulting issues.

9.3 The Customer remains responsible for compliance with Gas, Electrical and Building Regulations.

9.4 Where oil-fired appliances, tanks, pipework or ancillary equipment are identified as unsafe, non-compliant or at risk, we reserve the right to isolate or make safe the installation and issue advisory or warning notices in accordance with OFTEC requirements.

10. Customer Responsibilities, Access and Site Conditions

10.1 You must provide:

- Safe and reasonable access to the property and work areas
- A safe working environment
- Accurate and complete information regarding existing systems

10.2 The Customer is responsible for obtaining any required permissions, consents, permits, licences or landlord approvals prior to works commencing.

10.3 Commercial Customers must also provide permits to work, RAMS, inductions and site coordination where required.

10.4 While we will take reasonable care, we are not liable for unavoidable damage to décor, finishes, tiles, flooring or fixtures where access is reasonably required to diagnose, access or repair concealed pipework or installations, unless such damage is caused by our negligence.

10.5 Where reasonably required for the Services, the Customer is responsible for ensuring that all furniture, personal belongings, fixtures, fittings and other items are removed from or adequately protected within the work area prior to the commencement of works.

10.6 We accept no liability for damage to furniture, personal belongings or items that have not been removed or protected in accordance with this clause, unless caused by our negligence.

10.7 Unless expressly agreed in writing, we are not responsible for redecoration, plastering, tiling, flooring or cosmetic finishes disturbed or removed in order to carry out the Services.

11. Inspection and Defects

11.1 The Customer must inspect the Services upon completion.

11.2 Any defects which would be apparent on reasonable inspection must be notified to us in writing within 7 days of completion.

11.3 Subject to statutory rights, failure to notify within this period shall be deemed acceptance of the Services.

12. Liability

12.1 Nothing in these Terms limits liability for death or personal injury caused by negligence or any liability that cannot be excluded by law.

12.2 For commercial customers, we are not liable for:

- Loss of profit
- Business interruption
- Indirect or consequential losses

13. Complaints Procedure

13.1 Complaints should be submitted in writing as soon as reasonably possible and include relevant details of the Services.

13.2 We will acknowledge complaints within a reasonable timeframe and aim to respond within 5–10 working days of receipt of your complaint (or of receiving any further information we reasonably request).

13.3 We must be given a reasonable opportunity to inspect and, where appropriate, rectify any issue before third-party works are instructed.

13.4 This procedure does not affect statutory rights**.**

14. Data Protection

14.1 Personal data is processed in accordance with our Privacy Policy available at: https://gnplumbingreading.co.uk/privacy-policy/.

15. Retention of Title (ROMALPA)

15.1 Ownership of all goods and materials supplied by us shall remain with us until payment has been made in full.

15.2 Risk in the goods shall pass to the Customer upon delivery or installation, whichever occurs first.

15.3 Until title passes, the Customer shall:

- Hold the goods on a fiduciary basis as our bailee
- Not remove, deface or obscure any identifying marks

15.4 Where goods have not been permanently installed or incorporated into the property, we reserve the right to recover such goods by lawful means, provided this can be done without causing damage or disruption.

15.5 Nothing in this clause grants us an automatic right of entry to domestic premises. Recovery requires consent or lawful authority.

15.6 This clause does not apply to goods which have become fixtures or form part of the fabric of the property.

15.7 For commercial customers only, unpaid goods may be required to be returned or made available for collection during business hours, subject to law.

16. Force Majeure

16.1 We are not liable for delays or failure to perform due to events beyond our reasonable control, including weather, illness, traffic or supply issues. Response times for emergency call-outs are estimates only and not guaranteed.

17. Entire Agreement

17.1 These Terms constitute the entire agreement between the Contractor and the Customer. They supersede all prior representations, negotiations, and agreements (whether oral, written, electronic or implied).

17.2 No variation to these Terms shall be effective unless agreed in writing by an authorised representative of the Contractor.

18. Governing Law

18.1 These Terms are governed by the laws of England and Wales.

18.2 The courts of England and Wales shall have exclusive jurisdiction.

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