

TERMS & CONDITIONS

Definitions

FFP means – Frank Finn Plumbing

Customer means – the party contracting for goods and/or services.

Third party – means any other party not party to the contract.

Fixed Price Quote – The quoted price shall not be varied except by action of these terms and conditions or unless expressly agreed by FFP.

CONTRACT PRICE – a) The price indicated in the quotation to the customer, or b) estimated at time of booking or c) The labour rate multiplied by worked time for reactive work.

CONTRACT ACCEPTANCE BY CUSTOMER

1.0 The customer is required to have agreed to these terms and conditions prior to any work being carried out.

1.1 FFP will accept a wet or electronically signed agreement or an email response read receipt, all of which shall be deemed as agreement to these conditions by the customer.

1.2 Any adjustment to any term shall be agreed by a Customer Services Manager or Director of FFP Limited.

1.3 This is a contract between FFP and the customer for which FFP is providing goods/services for. Conditions shall apply.

2. WORKING HOURS AND EXTRA COSTS

2.1 The customer shall give FFP access within usual working hours (8am – 4.30pm Monday to Friday)

2.2 In the event a prolongation or overtime being worked at the Customers instruction, or as a result of discovered defects in the customer's equipment or failure to give access to the customers property the extra cost will be chargeable in addition to the quoted price.

3. PROGRAMME OF WORK AND EXTRA WORK

3.1 Every effort will be made to meet the schedule requirements of the customer but no guarantee can be given to the date of commencement or completion of the work.

3.2 In the event that work is delayed because of undetectable defects in the customers' existing equipment FFP shall use its best endeavours to minimise delay. If for the completion of the work the existing apparatus must be replaced or repaired, this will be chargeable in addition to the quoted price.

3.3 If as a result of the effect of 3.2 extra costs in excess of 10% of the quoted price are incurred the customer will be notified and shall agree the extra work and costs prior to work commencing.

3.4 If the customer declines to agree the extra work in excess of 10% of the contracted price the Customer shall pay for the work up to the point of progress and the Contract will terminate.

4. MAKING GOOD ETC

Whilst every effort will be taken by FFP to avoid damage to customer's property it accepts no responsibility for any damage to plaster work, 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.

5. WATER HEATING

5.1 Quotations for water heating installations or work on a hot water or hot water heating system are based on the assumption that the existing plumbing system is in a satisfactory condition. No responsibility is accepted for defects arising in water tanks, pipes, etc. during or subsequent to installation work by FFP.

5.2 Boiler servicing is undertaken on the assumption that the appliance is serviceable, FFP shall not be liable for subsequent failure following servicing.

5.3 Boiler repairs are undertaken on a best endeavours basis. Repaired appliances shall be deemed to have undetermined or intermittent faults and unrelated breakdowns following repair shall only be attended for failure of the fitted parts supplied. Subsequent additional repair work shall be chargeable.

5.4 System and Appliance Diagnostics are chargeable but are undertaken on best endeavours only. FFP shall have no liability for incorrect or partial diagnostic activities or advice given, unless expressly stated otherwise by an approved officer of FFP.

5.5 Immersion replacement risks containment or structural failure of the cylinder, shall FFP have no liability for containment or structural capability of the cylinder or associated pipework if it is insufficient to withstand the necessary torque for immersion elements removal.

6. LICENCES/WAY LEAVES

The customer shall be responsible for obtaining and retaining any necessary permits, consents, easement, or way leaves.

7. DRAINAGE

Drainage work will only be guaranteed, if we expressly do so in our written quotation and is supported by a CCTV survey. Drainage pipework of less than 75mm inside diameter will only be guaranteed for containment and not blockages in any case.

8. GUARANTEE

8.1 The services carried out will be guaranteed for the period stated on the invoice or written quotation. During which time FFP agrees that it will return free of charge to inspect work carried out within the guaranteed period if the customer has reasonable grounds for believing that a defect has arisen due to the services. Any part supplied and installed by FFP if found to be defective

shall be replaced free of charge under the guarantee. However, if it is found such parts installed by FFP are free from defects, any other work required by the customer shall be charged at the company's standard rates prevailing at the time, and available on request.

8.2 Where the services are specifically covered by the guarantee in 8.1 above and during that time a part become defective or fails, FFP will, provide support service between the hours of 8.00am and 4.30pm, Monday to Friday excluding statutory or public holidays within 72 hours of notification to FFP.

8.3 All guarantees will be immediately invalidated in the following circumstances;

(a) If there is found to be any misuse, tampering, attempted repair or removal of the equipment the subject of the services by any persons other than FFP's service engineer or The Company's authorised agent(s).

(b) If any boiler which has been the subject of the services or was supplied by FFP has not been serviced at least once per annum by FFP.

8.4 The customer will inform FFP of any defects in work under guarantee as soon as they become apparent.

8.5 Notifications and FFP and Manufacturers Warrantees Notifications and Warrantees will not be actioned by FFP until all monies due on the contract and all variations and extra charges necessarily incurred have been paid.

9. LIABILITY

9.1 Where FFP is engaged to repair or installation of water heating equipment FFP will assume that all other parts of the plumbing system (including but not limited to water pipes and tanks) are in satisfactory condition and accordingly any quotation or estimate is based on connection of such equipment to the existing pipes. If as a result of the performance of such services, any deficiency or defect is revealed, FFP will be entitled to either vary the scope or offer to repair the same as a separate requirement for services. In the event that the defect in existing equipment goes to the essential functioning of the existing or contracted plumbing or heating service and the extra cost is less than 10% of the quoted price FFP shall be entitled to make the necessary corrections and charge the extra as a variation in the contract price.

9.2 The performance for the services may require cutting into plasterwork, decorations or flooring, fixtures and fittings, and services do not include repairs thereto except to the extent damage is caused as a result of negligence by FFP.

9.3 The customer shall be responsible for removing or protecting any carpets, furniture other chattels that may be at risk of damage as a result of provision of the services and the services do not include repairing damage to carpets, furniture or other chattels except to the extent that such damage arises as a result of negligence of FFP.

9.4 In the event that the service engineer is required by the customer to move, dismantle, reassemble or re-fix any units, cupboards or floorboards he may do so it being understood that if he agrees to do the services do not include repairing any damage to such units.

9.5 FFP shall not be liable for any indirect or consequential damage or loss arising out of the provision of services except to the extent that is negligent in providing the services.

9.6 When FFP is providing services at the customer's premises and FFP finds asbestos, FFP will take reasonable steps to minimise contaminated by the disruption or removal of asbestos, but FFP

will not be liable for any damage or contamination and will not contribute financially or otherwise to cleaning or compensating.

9.7 Brittle failures of items such as shower enclosures, granite and marble worktop, mirrors, toilet pans basins, cast iron equipment and the like are vulnerable when work is undertaken in their vicinity. FFP will not accept any liability for brittle failures unless those failures are caused negligently, failures to brittle items shall be deemed due to latent weaknesses and shall be customer's liability. Negligence shall only arise if negligent direct metal tool to brittle surface impact has occurred.

10. TERMS OF PAYMENT

10.1 Standard Terms (up to £5000) a 50% deposit is required 7 working days prior to the agreed commencement date of execution of work. Final payment is to be made immediately upon completion of the services.

10.2 Standard Terms (Over £750) the customer shall pay a 50% deposit prior to work commencing.

10.3 Standard terms (Up to £749) the customer shall pay the cost immediately on presentation or delivery of invoice.

10.4 Special terms (Over £5000) The customer shall make a 30% deposit on booking which shall be at least 7 days prior to commencement and be via BACS, the customers shall make a second payment of 40% on the day of commencement via BACS. Payments are required to be cleared before close of business on the first day of the installation. The balance of 30% shall be paid on completion of the work.

10.5 Special terms (Over £10000) Work over £10000 will be undertaken under a payment schedule that FFP will specify.

11. DELAYS AND PROLONGATION

Any delay or prolongation caused by any act or omission of the customer, or as the result of failures on behalf of any persons or agent acting on behalf of the customer, or as the result of any hidden defect in the customers' equipment or building will be chargeable at FFP standard daily or hourly rates.

12. EXTRA COST

In the event of suspension or cancellation of work at the request of the customer, or lack of instruction or delay on site, caused by any act, omission of the customer or the customer's agent or representative or defect or fault in the customer's equipment or building will be chargeable. If overtime is worked or alterations are made at the instruction of the customer or agent of the customer, the extra cost incurred including a reasonable addition for administration expenses and overhead charges will be met by the customer.

13. PROVISIONAL SUMS, VARIATIONS AND ADDITIONS TO CONTRACT

Where the quotation includes a Provisional Sum for meeting the cost or provisional or specialists work to be done or materials or apparatus to be supplied such sums shall be expended or used either wholly or in part, at the discretion of the customer and entirely as he may desire or direct. Charges for work carried out by FFP included in Provisional Sums and charges for additions and Variations to the Contract shall, in the absence of supplementary estimates, be invoiced at

standard day work rates for contract additions in accordance with the quotation unless otherwise agreed beforehand.

14. POSITION OF FITTINGS ETC

Positions of light points, switches, plant etc., not provided for in the quotation or an associated drawing are to be determined before work is commenced and any change required there in shall be notified by the customer to FFP in writing, insufficient time not to impede the progress of the work. Any extra work necessary to meet such changes will be chargeable to the customer in addition to the quoted price.

15. TESTS

The installation work will be tested during progress, and upon completion for insulation resistance, earthing and continuity. Specific tests to comply with the current edition of the I.E.E Regulations for the Electrical Equipment for Buildings and any other tests required by the customer will be charged for as an extra to the quoted price unless such tests are definitely specified and included in the quotation.

16. CONSEQUENTIAL DAMAGE, LOSS OR PRICE REDUCTION

FFP shall not be responsible for any consequential damage or loss arising out of the performance of the contract, otherwise than by the negligence of FFP or its employees or agents.

16.1 Damages, unless specifically agreed otherwise damages against FFP for any economic loss resulting from failure to perform or supply any good or service are expressly limited to 10% of contract value, or 10% of money paid in event of partial payment.

16.2 In the event of any reduction in scope initiated by the customer undertaking work the maximum reduction in price shall be limited to 10% of the quoted price, unless expressly agreed otherwise by FFP

17. SCOPE OF CONDITIONS OF CONTRACT

The conditions of contract will apply in full to all quotations and work carried out and / or on apparatus or equipment supplied by FFP under such quotations except where specifically agreed in writing to the contrary.

18. SUBSTANTIAL COMPLETIONS AND RIGHT TO OFFSET

18.1 If a system has been installed and the customer is benefitting from the equipment final payment is due, notwithstanding if minor making good, notifications or warranties have not been processed by FFP.

18.2 The customer shall not be entitled to OFFSET any monies against the contract in excess of 10% of the Contract Price and accepts that FFP may litigate for recovery if FFP consider that the OFFSET is unjustified.

18.3 The customer shall not be entitled to OFFSET any money against any scope item(s) that the customer has not permitted to complete.

18.4 The customer shall not be entitled to OFFSET any monies against final making good.

18.5 If the customer engages any third party for any activity associated with completion of the work, the customer shall not be entitled to any reduction in price from FFP unless expressly agreed by FFP.

18.6 If the customer engages any third party to execute any part or complete any work within the FFP contract scope without agreement from FFP the customer shall remain liable for the full contracted price.

19. SIGNATURE

By signing the invoice or confirming by email or text or by paying a deposit, the customer authorises the services described on the quote to be undertaken and confirms that they agree to make payment for the services, and have accepted fully and will comply in full with the terms and conditions set out herein.

20. CUSTOMER NOT PRESENT

FFP may accept a verbal instruction from the customer to commence providing goods and/or services, where the customer is not present an agreed rate or cost will be accepted by the customer verbally. This will be noted on the invoice. The invoice will be dispatched immediately or left in the customer's property.

21. PERFORMANCE

Where work is undertaken to establish a diagnosis of a fault or defect in the system which may involve applying pressure or flow to a pipe or component of the customers system no liability will be held for subsequent failure or mal-performance of the customers system.

22. POWERFLUSH

Work to undertake a powerflush is undertaken under a best endeavours basis, and no warrant express or implied is offered that the system performance will be improved, the customer is advised that under some circumstances Powerflushing system may cause a deterioration in performance or loss of containment and FFP accepts no liability for these eventualities.

23. TERMINATION

23.1 FFP may terminate any contract without notice if it reasonably considers that the customers will not comply with the customers obligations under the contract, if this occurs the customer will be returned any deposits paid, less any costs reasonably incurred by FFP.

23.2 If the customer cancels this agreement otherwise than in accordance with the contract, FFP may be entitled to claim damages in accordance with the general rules of English law.

23.3 If you cancel an order, we lose the time we have spent on your order up to the time at which you cancel and so FFP reserves the right to charge you a cancellation fee which is sufficient to cover our lost expenses and handling charges.

24. OWNERSHIP OF GOODS

Unless and until the customer has paid all monies due materials supplied by FFP shall remain the property of FFP.

25. WASTE

All waste and arising materials generated by the work shall become the property of FFP and will be removed by FFP a reasonable time from completion of the work and no less than 3 days from payment of the final invoice.

26. INSURANCE

26.1 FFP will provide public liability insurance for the work. The customer is deemed to hold buildings insurance for the premises.

26.2 If the customer identifies a loss that they consider is the liability for FFP the customer shall immediately give notice stating why this liability has been incurred and provide at least 3 quotes for any corrective work that may be required.

26.3 Notwithstanding any Insurable liability FFP shall have the absolute right to settle the claim directly, any Insurance claim made shall be payable less any outstanding liabilities that may be held by FFP against the customer.

27. CONTAINMENT AND BUILDING STRUCTURE

27.1 Existing Equipment

The capability of the existing system components, pipework, valves, pumps, tanks etc. to contain water, gas or air is expressly excluded from the liability of FFP. Should a defect in the structural containment of existing equipment be identified as the work is executed the necessary additional work to ensure containment will be chargeable.

27.2 If the building structure is inadequate to support the weight of new equipment, or re-fixing of existing equipment, the additional work and costs to reinforce or strengthen the building structure shall be chargeable.

27.2 New equipment is warranted to be suitable to contain the system pressures and flows exerted by normal use.

27.3 Existing to New Equipment Jointing.

Jointing between existing and new equipment is undertaken under best endeavours terms, and FFP holds no liability for containment failure at joints unless negligently executed.

28. FLOW CAPACITY

Existing Water Pipework, Valves and pumps

28.1 Old Water flow to premises is a function of water supplier systems and FFP holds no responsibility for third party water supplier performance.

28.2 System circulation on existing system can only be estimated it cannot be determined if following work executed system flow performance is identified as being at fault FFP holds no responsibility for the adequacy of existing pipework to carry sufficient flow to satisfy the customers' requirements.

28.3 Existing Gas Pipework, valves and meter. The capacity of gas pipework, valves and meter (pipe system) to adequately supply fuel gas to equipment cannot be reliably determined by inspection and is not therefore the responsibility of FFP, if we consider that an existing pipe

system is sufficiently sized for the flow but subsequent testing indicates that this has not been achieved the customer shall either accept the power limitation imposed or pay a variation to increase the size of the pipework as FFP determine. If the pressure is sufficiently low to create a safety concern or Warrantee invalidation on a new appliance supplied by FFP then the work will be obligated on the customer who shall pay the variation.

29. NO LIMITATION

Nothing in these terms and conditions is intended to remove or restrict any statutory rights that the customer may have or the liability of FFP for death or personal injury.

30. TRADE FEEDBACK

30.1 The customer agrees not to submit negative feedback on any public forum against FFP unless the customer has given FFP an opportunity to complete its customer complaints procedure in relation to the customer's complaint or grievance.

30.2 If the customer submits a negative feedback report on FFP prior to completing FFPs customer complaints procedure FFP shall be entitled to name the customer in any rebuttal of the negative feedback.

30.3 Any negative trade feedback actioned by the customer before completion of FFPs complaints procedure shall be deemed unreasonable and shall create a liability of £500 to FFP against the customer.

30.4 If the customer completes the customer complaints procedure, then the customer shall be entitled to publish feedback on the company provided it is factual and proportional.

30.5 Any feedback that suggests dishonesty or illegal conduct by FFP shall create a liability of £500 against the customer.

31. FAILURE TO PAY

31.1 In the event of legal action by FFP for breach of payment, the customer shall be responsible for all costs allowable by the courts if an award is made in FFP favour.

31.2 Failure to pay the balance outstanding will entitle the company to charge interest on the balance at the rate of 3% interest above the Bank of England base rate.

32. RELEVANT LAW

This contract is governed by English law & the English courts

32.1 LITIGATION MEDIATION and ARBITRATION

Both parties shall be entitled to litigate to recover money, damages or performance owed on the contract but agree that mediation will be attempted prior to proceedings.

Registered Office: 81 Constance Road, Whitton, Twickenham, TW2 7HX

Registered No. 08585595

Gas Safe Registration Number: 523086

VAT Registration No. 168652670

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