

Terms & Conditions

T.Bennett Plumbing and heating – 2023

Accepting any quotation is hereby agreeing to the terms and conditions set out below.

1. Whilst all reasonable care will be taken during the execution of the works, no responsibility can be accepted for any faults or failures that may occur to existing pipework, fittings, equipment, etc. due to disturbance caused by the proposed works.
2. The attached estimate is based on a non-intrusive survey of the property and, as such, it is assumed that any existing systems that we connect to are in good condition and in working order. Should we find, during the course of the works, any faults with the existing systems we reserve the right to make a charge for correcting same. Should the client fail to mention any relevant facts relating to the existing installation we reserve the right to make a charge for correcting same.
3. Dismantling, clearing and re-instatement of any fitted cupboards, etc. to permit the proposed works to proceed will be charged at extra cost unless specified.
4. If, during the execution of the proposed works it is necessary to gain access into floors below fitted carpets, these will be lifted by us and laid back on completion. No re-stretching or fixing has been allowed for unless specified. For floors covered with thermoplastic tiles, vinyl sheet covering, cork tiles or laminate flooring, no allowance has been made for re instatement unless specified.
5. During the execution of the proposed works, it may be necessary to isolate various water, gas & electrical services. This will be advised in good time and the period of isolation will be as short as possible.
6. Whilst all holes formed during the execution of the proposed works will be made good on completion, no allowance has been made for re-instatement of decorations. We do not guarantee to match existing brickwork where boiler flue terminals have been removed.
7. No allowance has been made for casing in of pipework or painting/decorating of the new works.
8. It has been assumed that unrestricted access to all relevant parts of the property will be afforded to us during the course of the works. Any delays caused by restricted access not notified at the time of survey may be subject to an extra charge and/or delay in completion.
9. Where other trades are involved in the works and these trades are not under our control any delays that may be caused to our progress by these trades may be subject to an extra charge and/or delay in completion.
10. Unless specified the works will be carried out in one continuous visit. Extra visits at the request of the Client or caused by circumstances beyond our control will be subject to a surcharge and may affect the completion date.

11. Ownership of any materials supplied, whether fixed or unfixed, shall not pass to the Client until payment in full has been received for said materials. We reserve the right to take whatever legal action may be necessary to secure payment for the works carried out and materials supplied either fixed or unfixed.

12. No allowance has been made for out-of-hours working unless specified or to suit our own requirements. Working hours are 8am-5pm Mon-fri excluding public holidays.

13. All dates or times given for the start of or duration of the works are given in good faith based on the information gained during the survey and our current workload commitments. These times may be varied, however, due to unforeseen circumstances i.e. emergency call-outs, breakdowns, etc. or to circumstances beyond our control. No liability will be accepted if it is not possible to meet clients timescales.

14. The works described in the estimate will be guaranteed for a period of twenty four months from date of completion against faulty design and workmanship. The materials supplied will be subject to the suppliers/manufacturers guarantees. The Client's Statutory Right in law are not effected by this guarantee. This guarantee does not extend to existing, installed equipment, pipework or fittings.

15. Whilst certain items may be specified by name or model, we reserve the option to supply goods of a different manufacture providing they shall be suitable for the purpose intended.

16. Any cancellations must be made within good time for us to adequately reappropriate company time. The below charges remain valid even if the appointment is re-scheduled.

Cancellation within 24 hours notice – 100% charge of booked job cost.

Cancellation within 48 hours notice – 50% charge of booked job cost.

17. Any additional works that the Client requires to be carried out whilst the specified works are being executed will be charged at extra cost. An indication of such cost will be given and the Client's agreement to same will be obtained before the additional works proceed.

18. This estimate is open for acceptance for a period of 30 days providing the works can be commenced within 90 days both periods from the date of estimate and thereafter may be subject to revision or withdrawal

19. Terms of payment are within 7 days of invoice and job completion. It is a condition of acceptance that these be adhered to. We reserve the right to charge interest at the rate of 5% above the Bank of England's current base rate per month on overdue accounts.

20. The price specified in this estimate does not include for the removal of any dangerous waste materials such as asbestos found when carrying out the works. This will be subject to an extra charge.

21. Acceptance of the Estimate confirms acceptance of these conditions.

22. Prior to commencement of work involving gas appliances, the existing gas supply will be subject to a soundness test to check for compliance with Gas Safety Regulations. Any faults found will be advised to the Client and any rectification works required may be subject to additional charges.

23. Should the works include a powerflush of the existing heating system, it must be pointed out that, whilst this treatment is generally harmless, depending on the condition of the existing components the process may find weaknesses in the system. Should any such problems be encountered then any rectification works required may be charged at extra cost. The customer will be asked to sign a waiver confirming this point.

24. Should the works include a new combination heating boiler unit connected to an existing heating system, the Client should be aware that the higher pressures used by this type of boiler may find weaknesses in the existing system. Any repairs required in this respect are not included in this estimate.

25. This estimate does not include for any parking fees levied in Controlled Parking Zones (CPZ's). Any such fees incurred will be passed onto the Client at cost.

26. It is the responsibility of the Client to ensure that all children and pets are kept away from the areas in which we are working.

27. If the proposed works are being carried out in a leasehold property it is the sole responsibility of the Client to ensure that all necessary permissions have been obtained in writing from the landlords/managing agents. We accept no responsibility whatever for any works carried out without the necessary permissions. We can furnish details of the proposed works if so required at possible additional cost

28. We require a 20% deposit on all jobs that cost over £1,000 ex VAT. Materials for your job will not be ordered until the deposit had been paid in full.

29. Any extended guarantees or warranties on products purchased through us (Including 2,5,7 & 10 year boiler warranties) are contracts entered into between the product manufacturer and the customers themselves. Any visits required to the installation after our 12 month workmanship guarantee will remain chargeable.

30. "Customer supplied materials policy" Our policy on fitting equipment supplied by customers. We operate on either a full "supply and fit" or "labour only" quotation. "labour only" will assume the customer is supplying 100% of the materials and consumables needed to complete the job, including but not limited to – copper pipe, copper fittings, jointing paste, solder and solder flux, silicone sealant, tile adhesive, blowtorch gas etc. We reserve the right to charge for any materials and consumables used from our van stock if the customer fails to supply appropriate material on site, on top of any "labour only" quotation.

We prefer to supply our own materials, in order to ensure that we can meet our customers' expectations of a high quality, trouble free installation. We apply a mark-up to materials that we supply. This mark-up covers a whole range of ancillary services, which we appreciate are not always uppermost in customers' minds at the time of quotation. We understand that when budgets are tight, it can be tempting to look for bargains on-line, and then to engage tradespeople on a "labour only" basis to fit them. Whilst we are prepared to work with either system, experience suggests that it is important to be clear from the very start where potential pitfalls may be hidden, and where "saving money" may turn out to be a very expensive option. We regret that we are not able to accept any costs arising from delays, faults, incompatibility or other problems caused by materials supplied by others. We provide good quality materials from reputable suppliers who offer enforceable warranties and who have a track record of supplying good service. In our experience this greatly reduces project delays, stress and worry. We do not buy from online auction sites, or from the importers who advertise heavily on TV. All products are new, and of first quality. The table below illustrates some of the issues that our experience suggests may arise, and what the cost implications might be for you. Any items or materials supplied by the Client or others for our fixing will be unpacked and inspected in the presence of the Client. Any faults found will be pointed out to the Client whose responsibility it will be to obtain replacement items. Any delays caused by faulty or damaged items may be chargeable, may result in us withdrawing from site and may affect the completion date of the works.

Service	If we supply materials	If you supply materials
Advice on suitability and compatibility with existing installation	Free and comprehensive	Chargeable at our standard hourly rate, within the limitations of the information that you can provide.
Ordering and collection of materials	Free	Customer's responsibility
Dealing with supplier in the event of problems	Free	Customer's responsibility
Delays caused by late or faulty materials	Free	Labour charged at our standard hourly rate in addition to project quotation
Attendance to deal with any faulty items during normal hours	Free	Chargeable at our standard hourly rate
Attendance to deal with any faulty items out of normal hours in an emergency	Free	Chargeable at our out-of-hours rate
Refitting costs of any faulty item replaced under warranty	Free	Chargeable at our standard hourly rate
Damage to carpets, ceilings and other fabric of the building due to product failure.	We deal with suppliers, other trades and insurance companies on your behalf	Customer's responsibility