

PLUMBING AND HEATING.

Terms and Conditions.

1. **INTRODUCTION.**

1.1 In these terms and conditions (which are referred to in this document as “these terms”), the “Customer” means the customer for whom the works are to be carried out by Harris Services Cornwall Limited, and the “Company” means Harris Services Cornwall Limited or, wherever the case may be, a franchisee, sub-contractor or representative of the company carrying out business pursuant to a Franchise/Subcontract Agreement entered into with the company.

“Contract” means the agreement between the Customer and the company to carry out the works of which these terms form a part and (where these terms are a schedule to a signed agreement between the Customer and the company (“the Agreement”)) the Agreement, “Works” means the works described in the company estimate or any other document or email issued by the company, as may be varied by agreement in writing between the parties.

For the purposes of these terms, “in writing” includes by email and any document which is set out in a hand held device and any signature on a hand held screen shall be treated as in writing.

2. **ACCEPTANCE OF WORK**

2.1 The company reserves the right to refuse or decline any work at its own discretion. Where the company agrees to undertake works for the customer, this will be done so by authorized representatives of the company only.

2.2 We will only carry out work agreed on the quotation/estimate, for any additional work another quotation/estimate will need to be raised which will require authorization. Unless stated otherwise we will not be responsible for making good, plastering, carpentry, decorating, flooring, tiling, boxing in of pipe and removal of rubbish. We will not be responsible for the removal of any dangerous waste materials, such as asbestos, that could not be reasonably identified when providing the estimate/quote. You can and may need to call a specialist contractor to remove any such dangerous materials. Once asbestos has been removed you will need to produce a ‘site clearance for reoccupation’ certificate, which you can obtain from the asbestos removal company, before work can commence at the property. If certification is not produced within 28 days the contract will terminate immediately and any deposits are forfeited and non returnable. The customer is liable for any asbestos related works, and any costs relating to the presence of this material in their property.

2.3 The customer is responsible for querying any measurements of materials or products we are due to install. Harris Services Cornwall Limited will not be liable for misconceptions if the customer has not requested dimensions of said materials of products.

2.4 We reserve the right to take photo’s of our work at the property and use these as required including for advertising and marketing purposes. If you are not happy for us to do so, please make us aware of this in writing before work commences.

2.5 It is the customer’s responsibility to clear work spaces/areas before our team arrive. This includes work surfaces, cupboard spaces, loft etc. Additionally, it is the customer’s responsibility to cover carpets/ floor if required.

3. **CALL OUT FEES AND CHARGES.**

3.0 The company charges a minimum 1 hour call out fee for all appointments, regardless of work carried out. This includes work quoted on an hourly rate, or fixed price work. If for any reason we are unable to carry out works during attendance, the minimum 1 hour call out fee would still be payable for our attendance, plus the cost of any additional labour time over the first hour, and parts/materials if used.



3.1 VAT will be added as Harris Services Cornwall Limited are VAT registered

4. ESTIMATES AND FIXED PRICE WORK.

4.0 Any estimate supplied by the company is subject to withdrawal at any time before receipt of an unqualified acceptance from the customer, and shall be deemed withdrawn unless it has been accepted within 7 days from its date.

4.1 Unless otherwise specified, all estimates provided are done on an 'as is' basis, and are not a fixed price quotation or firm price. The estimate will set out the likely minimum costs involved based on a visual inspection by the company and/or details supplied by the customer. The final price will be calculated based on the original estimate and in accordance with the companies standard rate card applicable at the time of works being carried out, and may be increased above the estimated price.

In addition, the company reserves the right to increase the price prior to any works being carried out, equivalent to the increase of cost to the company including additional materials, labour, equipment hire and transport since the date of the provided estimate (either done so in writing, email or orally), unless the final price exceeds the estimated price by more than 15%, by which the customer may cancel the contract provided it does so prior to any works commencing (including the order of materials or equipment hired).

4.2 Any estimate provided by the company may be revised in the following circumstances:

4.2a If after the submission of the estimate by the company, the customer instructs the company (whether in written or orally) to provide additional works or services not referenced or detailed within the estimate.

4.2b If following the submission of the estimate by the company, there is an increase in the cost of materials to be supplied.

4.2c If following the submission of the estimate by the company, it is discovered further works and services need to be carried out which had not been anticipated.

4.2d If following submission of the estimate or works carried out, it is discovered that there was a manifest error when the estimate was prepared.

4.3 The company reserves the right to make a charge for the collection of materials, parts and equipment from any supplier, except for works where an estimate has been provided beforehand. If the collection of said materials takes part whilst the company is on site, the time taken for this will be treated as part of the works, and charged at the applicable rate. If any materials are ordered for subsequent collection and delivery, a charge may be made by the company of £55.

4.4 The company will not be under any obligation to provide an estimate to the customer. The company will only be bound to estimates provided in writing to the customer, which have also been signed by an authorised representative of the company. The company will not be bound to any estimates provided orally.

4.5 The customer will reimburse the company for any and all expenses incurred (including labour, materials and equipment hire) upon acceptance of an estimate which is subsequently cancelled by the customer.

5. PRICES AND PAYMENT.

5.1 The company is VAT registered and therefore will charge VAT.

5.2 All invoices are due for payment immediately upon completion of works / delivery to the customer.

5.3 All appointments made for works to be carried out (including fixed price works and estimates) with the company are done so with payment due immediately upon completion / delivery of invoice.

5.4 Where prior written agreement has been arranged for Account Customers with the company, full payment is due within 7 days of the completion of works and delivery of invoice.

5.5 Where any services or works provided by the company is subject to snagging, the customer agrees to make payment of 95% of the total invoice amount immediately following completion of works. The customer must then provide the company access without delay to allow the snagging to be finalised and completed. Payment for the remaining 5% balance will be due following completion of the snagging by the company, or within 14 days of the invoice date should access not be made available - whichever is sooner.



5.6 Where the customer is represented by a third party person(s) or agent(s) (such as a managing agent, landlord, tenant or other occupier, friend, family, contractor or other representative), in the event of non-payment by the customer, the third party will be responsible for full payment unless the company has agreed otherwise in writing prior to any works commencing.

5.7 For any late payments whether in part or in full of an invoice to the company, will be subject to the daily interest rate of 8% over the base rate, until the payment in full is received by the company.

5.8 The company will be under no obligation to provide or issue any guarantees, certificates or other similar documents to the customer for works, unless payment has been made and received in full.

5.9 All diagnostic work will be charged at our standard rate.

5.10 Some jobs may require specialist equipment. In these cases, a separate charge will be applied to cover the hire/ use of said equipment.

5.11 Materials will be charged at trade price plus 20% and are subject to VAT.

5.12 Travel time will be charged – this includes travelling to obtain materials/ parts.

5.13 Minimum labour charge is 1 hour and charged at 30-minute increments thereafter.

5.14 Travel time will be charged – this includes travelling to obtain materials/ parts.

5.15 Certain work may incur additional admin charges.

6. ILLUSTRATION AND DESCRIPTION OF WORKS.

6.0 Any illustrations, descriptions, imagery either displayed on the company's website, in marketing materials (both offline and online), catalogues, price lists or other are intended merely to present a general idea of works and services provided by the company. No part of these shall form part of any contract.

7. INSPECTIONS, DELIVERY AND COMPLETION OF WORKS

7.0 The company will advise the customer of the date and time for works to be carried out. The company will always endeavor to ensure they maintain this schedule and that their operatives attend at the agreed time. However, the company accepts no liability in respect of late/non-attendance at any site, or for the late/non delivery of any equipment or materials. All times provided by the company are estimates only.

7.1 The company accepts no liability for any delay in the execution of the work nor damage or inconvenience caused due to labour disputes, fire, accident, non-delivery, shortage of materials or other causes beyond the company's control.

7.2 All works are based on the assumption that the existing plumbing system and pipework is in a satisfactory condition.

7.3 Throughout the duration of jobs there are certain to be periods of time where there will be no central heating, no hot water and no water available during the day. It is difficult to specify how long these periods will be however they will be kept to a minimum. The customer will not be left without a mains water supply over night.

8. INDEMNITY

8.0 The customer shall indemnify the company against any and all actions, claims, demands, suits, losses, costs, expenses and charges which the company may suffer or incur in connection with a claim by a third party, resulting from a breach of the customers obligations, undertakings and representations and warranties in connection with this contract.

9. LIMITATION OF LIABILITY.

9.0 The company's liability shall be limited to:

9.0a the repair or making good of any defect pursuant to its undertaking in paragraph 10 below, and subject to paragraph 7.0 above.

9.0b liability for personal injury or death resulting from negligence in the course of carrying out the companies duties.



9.0c the reasonable costs of repair or reinstatement of damage or any loss to the customers property, should this result from the negligence of the company or its employees, agents, franchisees or sub-contractors, and the customer incurs such costs.

9.0d The company will not hold any responsibility for any damage suffered to a part of any property where the damage is in whole or in part a consequence of a defect or weakness in that part of the property.

9.0e The company will not hold responsibility or liability for damage caused whilst investigating and repairing any plumbing, gas or drainage work, including blockages. This includes but not limited to; the removal of bathroom suites, panels or furniture, tiles and tiling, floor coverings (carpet, rugs, laminate, wood, tiles etc), internal and external walls where pipework is/has to be routed and other damages as a result.

9.0f If damage to plaster and brickwork is caused it will be the customer's responsibility to make good. We cannot accept responsibility for any damage to wallpaper, paintwork, tiles, carpet, furniture etc.

9.0g Any silicone work or product seals does not carry any guarantee.

9.0h It is the responsibility of the customer to protect items of furniture, furnishings, fixtures and fittings. We will make reasonable efforts not to cause damage. It is suggested that the customer remove items that is considered to be a problem. If items remain within the working area, it is the responsibility of the customer to cover such items.

10. DEFECTS

10.0 Subject to paragraph 7.0 and the exclusions listed below, the company undertakes to make good and repair any defect in completed work, which appears within six months of the complete date of the same, to the extent that such defect arises from the breach of the companies obligations under this contract.

All defects must be notified to the company by the customer in writing within this period, and the company and its insurers must be provided the opportunity to inspect the work and any alleged defect.

This inspection shall only apply to work carried out and completed by the company that has been paid in full by the customer.

Following the inspection and it transpires the alleged defect is not the result of any work or service carried out or provided by the company, the company reserves the right to make a charge to the customer for the inspection visit at its standard rate.

The company reserves the right to not carry out any work where the customer cannot provide sufficient evidence that the work was originally carried out by the company, or where full payment has not been received for said work.

Exclusions are:

10.0a Any parts or materials supplied by the company will only be provided with the manufacturers or suppliers guarantee, and are not guaranteed by the company.

10.0b Any systems or structures which have not been installed by the company.

10.0c Any defects resulting from the misuse, wilful act or faulty workmanship by the customer or any other third party working for or under the direction of the customer.

10.0d Any structural defects, such as but not limited to subsidence and its resultant effect.

10.0e Any damage to drainage systems caused by any outside force or root penetration.

10.0f Any defects, such as but not limited to water tanks, pipes etc during or subsequent to installation work of water heating systems.

10.0g Subject to paragraph 7.2 the installation of pressurized central heating systems, system boilers, combination boilers and pressurized hot water systems, it will be necessary to convert pipework in your house over to a high pressure. This will put more strain onto the existing pipes and fittings and at times can cause original pipes and fittings to fail. Should this happen the company will not be liable for any damaged caused.



11. PERMITS, LICENSES, REGULATIONS AND OTHER CONSENTS/ACCESS

11.0 It is the customer's duty to ensure suitable permission, permits, licenses and all other consents from the owner/landlord/agent/organisation, and/or planning permission if necessary is obtained prior to installation work carried out by the company. The company will not be held responsible for any damage to the property (such as fixings, holes etc.) if this has not been obtained, and in the event of equipment supplied or installed requiring removing or re-positioning, extra charges will be incurred.

The customer shall provide clear access to enable the company to undertake the works, and will make all the necessary arrangements with the proper persons or authorities for any traffic controls and signals required in the connection with carrying out the works.

The customer shall obtain permission for the company to proceed over property belonging to neighbours or third parties if this is necessary. The customer shall indemnify the company in all aspects of claim from neighbouring/third party properties arising out of the presence of the company or its employee's/representatives.

11.1 The customer will at all times ensure the environment is safe for the company and its employee's/representatives for the purpose of carrying out the works.

11.2 Where applicable to drainage works and services, the customer shall provide the company, if possible, a plan of the drain layouts. If this is not available, the company reserves the right to make additional charges at the applicable rate if blockages occur in drains not covered or identified by the customer.

11.3 By instructing the company to proceed with any works as agreed, it is thought by the company the customer has sought the necessary permission as set out above. The customer will be liable to the company for all loss and damage whether indirect, direct or consequential which has been suffered by the company as a result of the failure or delay by the customer in performing the obligations as detailed above.

12. FORCE MAJEURE.

12.0 The company will use all reasonable efforts to carry out and complete the works on time but shall not be liable to the customer or any third party if the works prove impossible due to events or circumstances beyond the company's reasonable control.

13. CANCELLATION.

13.0 If the customer cancels any contract with the company, without the company's consent, the customer agrees to indemnify the company against any and all loss, damage, claims or actions arising as a result of such cancellation, unless otherwise agreed in writing, and is without prejudice to the company's right to payment in accordance with paragraph 5.

13.1 Subject to paragraph 4.5 if the customer cancels any contract within 48 hours of work commencing, the customer is liable for a 50% charge of the agreed work, plus materials. If the customer cancels any contract within 24 hours of work commencing, the customer is liable for 100% charge of the agreed work.

14. REMOVAL OF WASTE AND MATERIALS.

14.0 The company is not responsible for the removal of any waste materials. The customer is responsible for the removal of any/all waste materials resulting from the works carried out by the company.

15. FROZEN PIPES.

15.0 The company will not be liable for any fractures found in frozen pipes attended by the company, and cannot guarantee to clear blockages occurring within frozen pipes or drainage systems.

16. GUARANTEES.

16.0 Any guarantee provided by the company shall be for labour only, in respect of faulty workmanship from 12 months of the date of completion. Any parts, equipment or components supplied by the company will be covered by their respective manufacturer's warranty. Any labour required to replace such components is chargeable to the customer at our standard rate. This includes removing any components to enable them to be returned.

The company's guarantee will become null and void if the work/appliance completed/supplied by the company is:

- Subject to misuse or negligence.
- Repaired, tampered with or modified by anyone other than a company operative/representative. The company accepts no liability for (or guarantee suitability for) materials supplied by the customer or other third parties, and will not accept liability for any damage or faults as a result.



16.1 The company is unable to guarantee any work in respect of blockages in waste and drainage systems.

16.2 The company is unable to guarantee any work which has been undertaken on instruction by the customer, against the companies/operatives advice/recommendations.

16.3 The company will only guarantee work directly undertaken by the company and its employee's. Any work carried out on behalf of the company by agents or sub-contractors will be guaranteed under their own respective policies.

16.4 The company will not be liable or responsible for any damage or defect arising from work not fully guaranteed or where recommended work has not been carried out.

16.5 The company will not guarantee work where the customer has been notified either verbally or in writing by the company of any related work which requires attention.

16.6 The customer shall be solely liable for any hazardous situation in respect of Gas Safe regulations, or gas warning notice issued, unless otherwise caused by our Gas Safe operative.

16.7 The company will not be liable for or responsible for any damage or defect arising from fair wear and tear.

17. INTELLECTUAL PROPERTY RIGHTS

All content of this website, including graphics and logo's remain the sole property of the company, and are not to be copied, reproduced or distributed either in part or full, without our prior written consent.

18. COMPLAINTS PROCEDURE.

18.0 In the unlikely event the customer experiences a problem with the service provided by the company, the customer must put their complaint in writing to Harris Services Cornwall Limited, 4A Kailem Close, St. Columb Major, Cornwall TR9 6GW within 7 days of the completed works, requesting our complaints policy. Upon receipt of this complaint, the company will follow our complaints policy and will endeavour to resolve the issue.

19. WORK CARRIED OUT PRIOR TO THE EXPIRY OF THE CANCELLATION PERIOD.

19.0 By signing or providing written confirmation of an estimate, you agree work will commence before the seven day cancellation period expires, and should you subsequently cancel in accordance with your rights, you are advised that reasonable payment may be due for any work carried out, including labour at the applicable rate.

20. AVAILABILITY*.

20.0 While every effort is made to make the allotted scheduled appointment, Harris Services Cornwall Limited can not guarantee appointment times due to unforeseen circumstances.

20.1 Our same day response is subject to availability at the time of booking, location of job and works needed to be carried out. Our emergency service is subject to a premium charge from that of Harris Services Cornwall Limited standard charges.

21. DEPOSITS.

21.0 If you change your mind or decide not to go ahead with the job, then you forfeit the deposit paid. In addition, if a deposit is left and you have not been in contact to book the work in we will make contact with you to book it in. If after 30 days, you have still not booked the work in, the job will be cancelled off our system and the deposit forfeited.

22. EXTRA COSTS.

22.0 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 matters beyond the control of the company, any extra expenses thereby incurred shall be chargeable to the customer.

23. NO WAIVER.

23.0 In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.



24. IF A COURT FINDS PART OF THIS CONTRACT ILLEGAL, THE REST WILL CONTINUE IN FORCE.

24.0 Each of the paragraphs of these Terms of Use operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

25. EVEN IF WE DELAY IN ENFORCING THIS CONTRACT, WE CAN STILL ENFORCE IT LATER.

25.0 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms of Use, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

26. WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS.

26.0 These terms and conditions and the relationship between you and HARRIS SERVICES CORNWALL LIMITED. shall be governed by and construed in accordance with the Law of England and Wales. HARRIS SERVICES CORNWALL LIMITED and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

Nothing in these terms and conditions is intended to remove your rights regarding the quality of our work, or relating to faulty or misdescribed goods that are supplied as part of our service.

Registered no.08955935



Gas Safe Registration No: 634403



Oftec Company Registration No:104559

