

## **Terms & Conditions**

1. PLEASE READ THROUGH THESE TERMS AND CONDITIONS PRIOR TO THE ENGINEER COMMENCING ANY WORK. BY SIGNING, YOU AGREE & AUTHORISE US TO START. BY AGREEING THESE TERMS, YOU ARE ALSO HAPPY WITH OUR PRIVACY/DATA POLICIES. PLEASE DON'T HESITATE TO CONTACT US SHOULD YOU HAVE ANY QUERIES OR CONCERNS, WE SHALL BE HAPPY

TO HELP ANSWER ANY QUESTIONS YOU MAY HAVE PRIOR

## Terms & Conditions Explained:

What you can expect from our services/engineers.
Your rights and responsibilities & Our rights and responsibilities.

## 1.2. When These Terms Apply;

- Before using our services;
- •This agreement acts as a contract between 'us' In Goes Plumbing Services Ltd and 'You' the customer.
- •Upon 'your' signature, our services will commence in accordance with these terms.

(If we update, offer a new service, change how we provide a service, or have to comply with any new legal requirements, the latest version of our Ts & Cs will be shown to the customer for agreement before work can commence).

### 1.3. Terminology

The following words have the following meanings:

- •"Us/We/Our" refers to In Goes Plumbing Services Limited.
- •"You" refers to you; the customer (person/company for whom we supply materials and have agreed work to be carried out for).
- •"Engineer/tradesperson/tradespeople" refers to the representative(s) appointed by In Goes Plumbing Services to carry out the work.

#### 2. What Services?

- •In Goes Plumbing Services offers Plumbing, Heating, Drainage & Bathrooms refurbishments.
- •Sometimes our service will require a sub contractor in Electrics, Carpentry, Appliances, Roofing, Building, Emergencies, etc;
- •You will be notified if we have a relevant contractor we can recommend for these services.
- •We reserve the right to refuse or decline to undertake any work. We reserve the right, at our absolute discretion, to designate the tradesperson/tradespeople who will represent us.

#### 3. Data Protection

·Your privacy is taken very seriously and we will

**never** give out any details to third parties. It is only used to communicate with you, the customer, and will be stored securely in our database.

•You can request to view this information at any time in accordance with new GDPR laws as welll as opt out of any communications with us should you wish to do so.

## 4. Appointments

- •We reserve the right to request a deposit to secure your booking when initially making an appointment which will show on your invoice and be deducted from your final bill.
- •Should you cancel within your right to cancel notice period, this will be fully refunded to you.
- •Please give us at least 24hours notice should you wish to cancel or move your appointment. (See Cancellation section 11.1. below for full information).

## 4.1. Timekeeping

- •We "In Goes Plumbing Services Ltd" **pride** ourselves on our good time keeping ability, where the date and/or time for work to be carried out is previously agreed, we will endeavour to ensure that the tradesperson attends accordingly on time, unless unforeseen circumstances occur.
  •We cannot accept liability in respect of the non-attendance or late-attendance on site of any sub-contracted tradesperson, or for the late or non-delivery of materials; We will endeavour to keep
- the late or non-delivery of materials; We will endeavour to keep you informed at all times and aim to resolve any such situations as quickly as possible.
- •We will not be liable for any delay, or for the consequences of any delay, in performing any of our obligations if such delay is due to any cause beyond our reasonable control, and we will be entitled to a reasonable extension of the time for performing such obligations for which you will be fully informed.

### 5. Responsibilities

## Your responsibilities;

- •Provide us with clear instructions, anything we need to be aware of at the property or any special requirements to be considered.
- •Ensure we have access to the site, please notify us of specific parking arrangements if needed.
- •If you need to make any changes, please confirm your changes in writing by letter/email so we both have a dated record for reference. (If a problem should arise, please notify us as soon as possible and follow our Satisfaction/Complaints procedure outlined in section 11.).

#### Our responsibilities;

- •We ensure to comply in accordance with the Consumer Rights Act 2015 and all services will be carried out with reasonable care and skill, within a reasonable time and at a reasonable rate.
- •Any goods or parts provided should be fit for purpose, of satisfactory quality and as described;
- •To inform you of any changes in circumstance, price or time constraints prior to work continuing or if a problem should arise which affects the work directly at that time.

NB; If we agree to carry out work as part of a system, we assume the rest of that system is in good working order and cannot be held responsible for unforeseen damage or extra work that could arise if this is not so.

We also reserve the right to refuse to start work should your system not be in good working order, the engineer will give a detailed explanation and we shall aim to advise you further or where appropriate re-estimate using the best of our knowledge and ability.

#### 6. Estimates

Please be aware that estimates can be subject to change; additional costs can occur or decrease dependent on certain conditions:

- •The time element will be estimated to the best of our professional ability, however can be subject to change depending on accessibility, condition of your original systems and availability of parts; all of which you, the customer, will be notified of at the time off by the engineer/s.
- •All estimates are inclusive of VAT.

Where a written estimate has been supplied to you, it can be revised under the following circumstances; (following submission of the original estimate);

- •If you instruct us, (in writing or verbally) to carry out additional work not referred to in the original estimate.
- •If there is an increase in the price of materials, we will inform you of before adding additional costs or timings.
- •If it is discovered that further work needs to be carried out which were not anticipated when the original estimate was prepared.
- •If it is discovered that there was a manifest error when the estimate was originally prepared.

## 7. Hourly Rate Work

The total charge to you will consist of:

- •Labour cost; (the time spent by the tradesperson carrying out work) charged in accordance with our current hourly rates.
- •Materials supplied by us (including all reasonable time spent obtaining non-stocked materials locally).
- •All time spent related to your work will be charged, with the exception of any non-work related breaks (i.e; lunch breaks which is non-chargeable).
- •All rates are inclusive of VAT.

#### 8. Material Collection

Non-stock items are chargeable, including reasonable minutes of travel to collect from local retailers:

- Time taken will be kept to a minimum and within reason.
- If the collection time is likely to exceed 45 minutes we endeavour to inform of any change in circumstances.

### 8.1 Materials/parts responsibilities

•Until any materials/parts are paid for in full, as cleared funds; whether already replaced or installed as part of our services, we shall retain ownership in respect of this agreement.

(Until ownership has been passed to you, you are responsible for ensuring they maintain in satisfactory condition and are fully insured at replacement value).

Whilst goods remain our property we have the absolute authority to:

- Retake, sell or otherwise deal with or dispose of all or any part of these goods.
- Enter any premises, at any time and without notice, in which goods or any part thereof is installed, stored or kept, or is reasonably believed so to be.
- Seek a court injunction to prevent you from selling, transferring or otherwise disposing of such goods.

## 9. Liability

- •We shall only be liable for rectifying our own work, and will not be held responsible for any ensuing damage or claims resulting from other work/tradesmen/overlooked or subsequently requested and not undertaken at the time.
- •We will not be held liable or responsible for any damage or defect resulting from work not fully guaranteed, or where recommended work has not been carried out.
- •Work will not carry a guarantee where you have been notified by the tradesperson either verbally or indicated by our comments/ recommendations.
- •We will be entitled to fully recover the costs or damages from any tradesperson whose negligence or faulty workmanship makes us liable to pay for those damages or rectification of work.
- •You will be solely liable for any hazardous situation in respect of the Gas Safe Regulations or any Gas Warning Notice issued by a In Goes Plumbing Serivces tradesperson.
- (Our tradespeople operate under their own individual Gas Safe Registration and, as such, are solely responsible for any gas related work and subsequent liability).

## 10. Invoices & Payment

- •Upon your agreement for us to carry out same-day work, full payment should be made immediately on completion of our services unless alternative payment terms have been agreed in writing before work has commenced.
- •For estimated work, a deposit payment of 50% of the total is payable immediately with the remaining 50% due on completion of our services. A single method of payment is preferred when paying your deposit and balance.

We accept; Cash, pre-authorised bank transfers, debit cards and Cheque; Payable to "In Goes Plumbing Services Ltd"

## We DO NOT accept Credit cards.

- •We reserve the right to request full payment in advance; at our discretion dependent on circumstances, to which we will fully explain at the time of booking to you.
- •You accept sole liability to make the payment in full, unless you disclose when initially instructing us, to carry out work and/or supply materials that you are acting on behalf of a third party.

## 11. Satisfaction/resolution procedure

•In Goes Plumbing Services Ltd are committed to providing professional, top quality service to every customer. If, after we have carried out the work, you are not wholly satisfied with our service(s) you must provide us with written notice.

- •You must allow us, and our insurers, the opportunity to both inspect and carry out remedial work where appropriate. If you fail to notify us, as outlined above, then we will not be liable in respect of any defects in the work carried out.
- •If you wish to make a complaint regarding any aspect of our service please contact us in writing and we shall aim to respond within one working day.
- (We shall aim to investigate your complaint and have a response within two working days subject to engineer availability).

#### 11.1 Cancellation

- •If you need to cancel (or rearrange) your booking, <u>you must notify us</u> <u>by 1pm the previous working day</u> before the scheduled booking (by email/telephone). Cancellations made further in advance can also be made by telephone/email, and you should request written confirmation from us, so that you are not liable to be charged.
- •If you cancel, your instructions more immediately prior to work being carried out, or materials being supplied, you will be liable for the cost of any time and materials that

would have been made by us, in accordance with the original instructions, see 'right to cancel notice'. If you are not satisfied with our response, please contact your local

Citizens Advice Consumer Service on 0344 411 1306 but in the first instance we fully invite you to contact us directly and give us an opportunity to rectify as outlined in the statements above.

## 12.Acceptance of these terms

Our terms and conditions will prevail over any terms and conditions used or sourced by you, set out or referred to in any other documentation sent to us by you.

By entering into a contract with us you agree irrevocably to waive the application of any alternate terms and conditions sourced by you.

These terms and conditions, and all contracts awarded between us and you, shall be governed and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the English Law.

;Signed
End DateTime
Signed

Start Date.....Time...

www.ingoesplumbingservices.co.uk
Email: ingoesplumbingservices@gmail.com

Call: 07902 663 017

# Right to Cancel Notice

- 'You' the customer has the right to cancel this contract within 2 weeks/14 working days after agreeing our service contract:
- -Cancellation of any supplied goods is also 2 weeks/14 working days after receipt of any goods supplied to you, the customer by 'us' In Goes Plumbing Services Ltd. -Unwanted/cancelled goods mustbe in unused/original/ returnable condition and we recommend sending these by signed recorded delivery for your protection. (See returns address below).

You will be liable for the costs of cancelled/unwanted retuned goods should they arrive to us faulty unless they were delivered to you in error or were faulty upon arrival to you. We cannot accept cancellations of installed or used materials. Please let us know of your wish to cancel, in writing, either by email or to the following address;

In Goes Plumbing Services Cancellations 12A Downsland Road, Basingstoke, HANTS, RG21 8TU

Cancellation will take effect on the day of postage or email receipt.

If you have signed our T's & C's for an immediate start date and therefore work has commenced within this cancellation period, and then wish to cancel before work is completed, you will be required to pay for goods, services and labor already supplied by In Goes Plumbing Services I td