

Terms & Conditions

Please read this document carefully as it will confirm the terms of which we will deal with each other once you have accepted our quotation.

General Terms & Definitions:

This Contract is personal to You and the Premises. You may not transfer Your rights or obligations under this Contract to any other person or property. We may transfer our rights under this Contract to another organisation. If We do so, this will not affect Our or Your obligations or liabilities under this Contract. Nothing in this Contract will affect Our or Your statutory rights.

If two or more people have entered into this Contract with Us, each person will be jointly and severally liable to Us for any money owed. This means that We shall be entitled to claim all of the money owed from any one person.

This Contract is governed by the Laws of England & Wales and are designed to comply with the forthcoming Consumer Rights Act 2015 which come into force on 1st October 2015.

We/Us/Our/The Company – means Scarbrook Plumbing & Heating Ltd.

You/Your – means the person/people who have entered into this contract with The company.

Work – means the work we will carry out at the property.

Price – Means the total price inclusive of VAT at the current rate you must pay the company for the goods & services supplied.

Quotation / Contract – means the written document our advisor will give you upon survey of the premises.

Contract – means the quotation / contract between you and us for supplying the goods and carrying out the work once you have signed the quotation / contract and returned it to Scarbrook Plumbing & Heating Ltd.

Premises – means the address where we will carry out the work.

Variation – means any additional works you request and/or any additional works required by us to fulfil the contract that was not reasonably foreseeable by our advisor before we gave our quotation.

1 - Quotation / Contract:

The Quotation is an offer by Us to carry out Work at the Price and is made on the basis that We will only carry out the Work if a binding Contract is formed between You and Us. The Quotation is valid for a period of not less than 30 days from its date of issue. Should You wish to proceed with the Quotation You must sign the Acceptance and return it with any deposit so requested to Us. Once any deposit is paid and the Quotation / Contract is received by Us then and only then will a Contract between Us be in force.

Should you wish to make any Variation prior to installation then you must do so in writing. This may incur additional charges which will be confirmed by a new Quotation / Contract which should again be duly signed to denote your acceptance of the Quotation.

2 - The Work:

Once We have received all relevant paperwork, consents & deposits We will contact You to arrange a suitable time to carry out The Work. Our normal Working days are Monday to Friday. Should We agree to carry out The Work on a Saturday or Sunday We reserve the right to charge an additional fee to cover out of normal hours working.

We will patch up and brick up (using the best available match) old flue holes and fire openings.

When carrying out the work We will NOT create channels for wiring or pipework in walls or floors. We will not repaint or redecorate surfaces or pipework affected by the Work carried out. We will not remove Hazardous Substances like Asbestos material i.e. old flue, domestic tanks, AIB (Asbestos Insulating Board).

3 - Waste:

We will remove all waste materials from site including your old central heating system or part thereof. We are required by Law to ensure that any parts removed by Us are disposed of in a safe manner. We have a Duty of Care under the Environment Agency's Waste Carriers Licence to ensure disposal at a regulated waste transfer site. You agree that all such parts and equipment belong to Us.

4 - Products / Warranties:

The Work will include a 12 month workmanship warranty. This warranty will not cover repairs to:

Failure & Leakage from existing pipework, valves, radiators, taps, toilets due to but not limited to pressurisation. Faults arising from wilful damage caused to or misuse of any of the equipment installed as part of The Work or allowing a third party to do the same. Any defect which is a result of fair wear and tear or damage or breakage which is accidental, the result of vandalism or caused by intruders.

Any additional warranty provided by the manufacturers in relation to any other parts and equipment including but not limited to the boiler, radiators, controls, pumps, valves, cylinders will be the responsibility of the manufacturer and their terms & conditions will apply. Nothing within the warranty affects your statutory rights as a consumer.

5 - Your Responsibilities:

You must at all times behave appropriately when our staff, agents, advisors or sub-contractors visit Your Premises. You must not physically or verbally abuse Our staff, agents, advisors or sub-contractors in any circumstances. Should you physically or verbally abuse any of Our staff, agents, advisors or sub-contractors then we may cancel Our Contract with you and You will not be entitled to a refund of Your deposit.

You must ensure that Your Premises are suitable for Us to carry out the Work; and all the necessary facilities, services and supplies are already installed and working at the Premises. These include earthing and the supply of gas, electricity and water.

If we consider that the conditions at Your Premises are not suitable for Us to carry out the Work We will tell you what you need to do before we can carry out the Work. This may include the removal of Dangerous Substances like Asbestos. If You have had Asbestos removed you must issue Us with a copy of Your clean air certificate prior to Us agreeing to carry out the Work. You must arrange the clearing of furniture, fixtures and fittings from areas where We need to access to carry out the Work. A certain amount of clearing We may carry out on Your behalf but We cannot be held liable for any Damage caused as a result of Us carrying out this task. When carrying out the Work, We will, if required install surface mounted trunking for wiring; Lift carpets and other floor coverings (this will be at your own risk and remains your responsibility) with the exception of laminated floors which You must arrange to be lifted prior to Us carrying out the Work

6 - Payment:

Subject to any special terms We have agreed or to any Credit agreement which You enter into, You agree to pay the balance of the Price in full upon the day of installation of the gas appliance. If You do not pay the balance on the day of installation We reserve the right to charge an additional 0.02% of the outstanding balance for every day that the payment is late; plus an additional charge to cover Our reasonable administration and legal costs for recovering the debt. We will accept payment by way of Cash, Debit Card, Cheque (payable to Scarbrook Plumbing & Heating Ltd) or Credit Card (which would incur a further 2% charge). Until full payment for the Contract is made and cleared in the Company's accounts the Goods supplied will remain the property of the Company.

Scarbrook Plumbing & Heating Ltd are Authorised and regulated by the Financial Conduct Authority.

7 - Ending this Contract:

You have the right to cancel the Contract within 14 days even if the supply of Goods and Services has commenced. You may however be charged for the work that has already been carried out and the Goods supplied until all Goods have been returned by You. It is Your responsibility to arrange safe transportation of any Goods supplied before the Cancellation of the Contract. To cancel the Contract you must do so in writing to our Head Office address no less than 14 days from the date at which you gave your consent for Us to carry out the Work.

This Contract may be cancelled if We are in breach of any of the Terms of this Contract in which case you shall be entitled to cancel the Contract; or You are in breach of any of the Terms of this Contract, in which case We may cancel the Contract; or You (in Our reasonable opinion) have no reasonable prospect of paying the Price on the due date, in which case We may request Payment of the Price in full prior to the commencement of the Work failing which We may cancel the Contract; or there is a health & safety issue that means it is inappropriate for the Contract to continue, in which case We may cancel the Contract.

If You cancel the Contract in accordance with breach in the Terms by Us Our liability to you is set out in section 8 of this Contract.

Without affecting any other right or remedy We may have, if We cancel the Contract where we are permitted to do so We shall be entitled to charge You the reasonable costs We have incurred in carrying out the Contract before the date of cancellation. We may deduct these costs from any deposit paid by You or should these costs exceed the deposit We may recover the excess from You.

8 – Liability

We are liable for death or personal injury caused by Our negligence and for any other matter for which it would be illegal or unlawful for Us to exclude or limit or attempt to exclude or limit Our liability.

We are responsible for any direct loss that is a foreseeable consequence of Our breaching this Contract. Our negligence or Our breach of statutory duty. We are not liable for any other loss, including (but not limited to):

Losses caused by an event or circumstances beyond our reasonable control; any loss of income, revenue, profit or anticipated savings or any business losses.

We are not Liable for:

Any damage caused by failures of Your central heating system (whether or not installed by Us) that result from Your decision not to carry out remedial work that We have recommended; Normally insured risks such as subsidence, structural repairs, fire, theft, accident, explosion, flood or storm; Remedial work arising from structural or renovation work carried out at the Premises by You or a third party, for example the removal of radiators or addition of new equipment or system extensions; Any costs associated with re-housing the occupants of the Premises or for any costs associated with alternative heating methods in circumstances where We are required to disconnect Your boiler or central heating system (whether or not installed by Us); The cost of any reinstatement or redecoration required as a result of the Work We undertake unless the reinstatement or redecoration is required because We have been negligent, or We are in breach of this Contract.

9 – Our Right to Assign

We reserve the right to assign or sub-contract any of our obligations contained in the contract including the carrying out of the Work to another provider of similar services provided that We will not assign Our obligations under this Contract if this would prejudice Your rights.

10 – Complaints Procedure

Should you have a complaint regarding any of Our work or Services undertaken the following procedure will apply:

All complaints must be submitted to Andrew Exley By Email to info@scarbrook.co.uk or In Writing to our registered office at Unit 16 Jupiter Business Park, Bentley Road, Bentley, Doncaster DN5 9TJ. In Person at our office address. By Telephone to 01302 882297 Monday to Friday 8.30am to 4pm.

How Long Will It Take? - All complaints will be thoroughly investigated. We aim to resolve your complaint quickly, but if it is complex it may take longer.

We will write to you within 5 working days to tell you who is dealing with your complaint. Why your complaint isn't resolved. When we will contact you again. **If We Cannot Reach Agreement With You – As a Which?**

Trusted Trader we have a range of support services available to us and our customers. One of these services is access to an independent Alternative Dispute Resolution (ADR) service, which enables our customers to seek an impartial review of a complaint in the unlikely event that we are unable to resolve it between ourselves. This is a free service for the customer, offered by Dispute Resolution Ombudsman, an approved government scheme. Further information about the Ombudsman can be found at <http://www.disputeresolutionombudsman.org/whichtrustedtraders/> or by telephoning them on 0333 241 3209.

If we cannot resolve your complaint within 8 weeks and it relates to our Credit Brokerage Service we will: inform you in writing the reasons for the delay and an indication of when a final decision will be made or issue a final decision and explain our final position.

Our aim is to resolve all complaints internally. However if after receiving our final decision you are still unhappy you may refer your complaint to the Financial Ombudsman Service. You must do this within 6 months of the date of our final response / decision. Further information can be obtained from their website: www.financial-ombudsman.org.uk

Should your complaint be upheld remedial Works will be carried out by Us within a further 5 working days. Recompense will be purely at the discretion of the Company.

All complaints will be recorded as part of Our responsibility to The Financial Conduct Authority. If you require a copy of our full written policy you can do so by requesting one from us.

11 – Data Protection

We will only use information We have about You to administer and carry out the Work. Your records may be shared with other organisations such as Boiler Manufacturers, Consumer Credit Organisations (should you have opted for a finance option) Debt Collection Services and Credit Reference Agencies. Your records will be kept in accordance with the Data Protection Act 1998.