



Please read the following important terms and conditions before you buy anything from us and check that they contain everything which you want and nothing that you are not willing to agree to.

Summary of some of your key rights:

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that in most cases, you can cancel within 14 days. If you agree the service will start within this time, you may be charged for what you've used.

The Consumer Rights Act 2015 says:

- you can ask us to repeat or fix the service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it;
- if a price hasn't been agreed upfront, what you're asked to pay must be reasonable;
- if a time hasn't been agreed upfront, it must be carried out within a reasonable time.

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 03454 04 05 06.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below, which you should read carefully.

This contract sets out:

- your legal rights and responsibilities
- our legal rights and responsibilities, and
- certain key information required by law

This contract is used for when you and we enter into a contract in your house or work premises.

In this contract:

- 'We', 'us' or 'our' means A H Plumbing and Heating Services Ltd,
- 'You' or 'your' means the person buying the Services from us;
- 'Materials' means the materials we will be required to purchase on your behalf from a third party supplier for the provision of the Services;

- 'Price' means the price payable by you to us in accordance with clause 6;
- 'Estimation' means the Estimation form to which these terms and conditions are attached detailing the work that we are to undertake for you and the price payable by you;
- 'Services' means the Services detailed in the Estimation, that we are to supply to you; and
- 'Site' shall mean the location premises at which the Services shall be provided.

If you don't understand any of this contract and want to talk to us about it, please speak with our representative or contact us by:

- e-mail sales@ahplumbingandheatingservices.co.uk, and
- telephone 01603 415805.

1 Introduction

- 1.1 If you buy Services from us you agree to be legally bound by this contract.
- 1.2 These terms and conditions and the Estimation shall form the contract between you and us to the exclusion of all other terms and conditions and no variation to these terms and conditions shall be binding unless agreed in writing and signed by us.

2 Information we give you

- 2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made (see the summary box below). We will give you this information in a clear and understandable way. Typically, our representative will give you this information on paper before you buy the Services from us. Some of this information is also set out in this contract, such as information on our complaint handling policy (see clause 13).

Information we will give you

We will give you information on:

- the main characteristics of the Services you want to buy
- who we are, where we are based and how you can contact us
- the total price of the Services including any taxes (or where this cannot reasonably be worked out in advance, the manner in which we will work out the price)
- the arrangements for payment, carrying out the Services and the time by which we will carry out the Services
- how to exercise your right to cancel the contract and the costs of doing so
- our complaint handling policy
- our after-sales Services
- our commercial guarantees
- how long the contract is for and how to end it

- 2.2 The key information we give you by law forms part of this contract (as though it is set out in full here).
- 2.3 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

3 Your privacy and personal information

- 3.1 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.
- 3.2 Our Privacy Policy is available at <https://ahplumbingandheatingservices.co.uk/privacy.php>.

4 Ordering Services from us

- 4.1 Below, we set out how a legally binding contract between you and us is made:
- 4.1.1 Any Estimation given by us before you make an order for Services is not a binding offer by us to supply such Services.
- 4.1.2 Any Estimation given by us will be valid for one month. We reserve the right to re-quote after this period or if the condition of the Site to which the Services are to be provided has materially changed.
- 4.1.3 When you decide to place an order for Services with us, this is when you offer to buy such Services from us in accordance with the details in the Estimation. You can place an order by signing the Estimation to confirm you agree to it.
- 4.1.4 When you place your order with our representative, he or she will acknowledge it in person. This acknowledgement does not, however, mean that your order has been accepted.
- 4.1.5 We may contact you to say that we do not accept your order. If we do this, we will try to tell you promptly why we do not accept your order.
- 4.1.6 We will only accept your order when our representative confirms this to you in writing. At this point:
- (a) a legally binding contract will be in place between you and us, and
 - (b) we will start to carry out the Services in the way you and we have agreed.
- 4.2 Should you decide to vary any element of the Services after signature of the Estimation, we reserve the right to revise the Price in light of the change(s) and we must have your agreement to such change(s) before we will proceed with the provision of the changed Services for you. If we cannot reach agreement on the revised Price within 14 days of you requesting the change, we have the right to reject your proposed changes and to supply the Services as detailed on the signed Estimation and you will remain responsible to pay the Price for the same.

- 4.3 We reserve the right to make changes to the Services which are required to conform with any applicable safety or legal requirements or which do not materially change the quality or performance of the Services.

5 Carrying out of the Services

- 5.1 We will use our reasonable endeavours to carry out the Services by the time or within the period which you and we agree (either with our representative or in writing). If you and we have agreed no time or period, this will be within a reasonable time.

- 5.2 Our carrying out of the Services might be affected by events beyond our reasonable control. If so, there might be a delay before we can start or restart the Services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to restart the Services as soon as those events have been fixed. You will not be entitled to any refund or reduction should such event occur. Examples of events which might be beyond our reasonable control include:

5.2.1 you change the scope of the Services (and this means we have to do extra work or wait for extra Materials);

5.2.2 Materials are not delivered at the time agreed with the supplier of the Materials (and we cannot obtain a replacement within a reasonable time or the price charged by a supplier is much higher than the original charge);

5.2.3 we cannot access the Site at the times we agreed with you.

- 5.3 When we carry out the Services, we might not have all of the Materials we need. This might be for a number of reasons, such as:

5.3.1 where we have provided an estimate, it might not have been possible to work out what Materials we needed at the time we provided the estimate to you and this might only be revealed when we start carrying out the Services;

5.3.2 whether or not we have provided an estimate, the condition of an item or the area where the Services are being carried out might become apparent only when we start carrying out the Services and it might not have been possible to establish it until that point.

- 5.4 Where we are to purchase Materials on your behalf from a third party supplier as part of the Services:

5.4.1 you will be responsible for the Materials from the time we deliver the product to the Site;

5.4.2 you will own the Materials once we have received payment in full; and

5.4.3 we offer no guarantee in respect of the Materials themselves.

- 5.5 In order to carry out the Services for which we are engaged, we may be required to access pipework via existing units, appliances, surfaces or furniture to which damage may be caused as a result. We will always use our reasonable endeavours to keep any such damage to a minimum but we shall not be liable to you as a result.

6 Charges and payment

- 6.1 We will let you know the basis of calculating the charges for the Services and related Materials (and any extra charges such as delivery charges) to the fullest extent we can when you place an order with us.
- 6.2 We charge for our Services on an estimates basis. This will be based on our best estimate, from our experience, on how much our Services will cost. We may charge you a lower or higher amount than stated in the estimate. Where we charge you a higher amount, this might occur for a number of reasons, in particular:
- 6.2.1 if what you need us to do changes;
 - 6.2.2 the amount of Services you need us to carry out increases or is different from what we and you agreed before we started carrying out the Services;
 - 6.2.3 when we carry out the Services, it becomes clear the extent of Services we will need to carry out is different or greater from what we agreed before we started carrying out the Services and we could not have reasonably foreseen this;
 - 6.2.4 the direct costs to us in providing the Services increase, such as the third party supplier costs of any Materials we order so to be able to provide the Services, increases for whatever reason after we have provided you with our estimate but before we have purchased the Materials, or where skip hire is necessary, debris and rubbish other than that removed from the property by us, is disposed of into the skip without our agreement resulting in the need for further skip hire.
- 6.3 We accept payment by way of cash, cheque and bank transfer. We do not accept credit or debit card payments.
- 6.4 Our bank details are as follows:-
- Account Name: AH Plumbing & Heating Services
- Account Number: 53640132
- Sort Code: 20-62-68
- Bank: Barclays Bank
- 6.5 50% payment of the Price as detailed in the Estimation shall be required upfront prior to the Services being commenced and the remaining balance of the final Price shall be due on completion of the Services.
- 6.6 Payment is due within 7 days of completion of the Services. If your payment is not received by us in accordance with this clause 6.6, we may also charge interest on any balance outstanding at the rate of 3% per annum above Barclays Bank plc's base rate.
- 6.7 The Price of the Services:
- 6.7.1 is in pounds sterling (£)(GBP)
 - 6.7.2 includes VAT at the applicable rate

7 Right to cancel this contract

- 7.1 You have the right to cancel this contract within 14 days without giving any reason.
- 7.2 The cancellation period will expire after 14 days of the conclusion of the contract.
- 7.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg a letter sent by post or email).
- 7.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 7.5 We will wait until the 14-day cancellation period in this clause 7 is over before we start to carry out the Services or order any Materials, unless:
- 7.5.1 you want us to carry out the Services during the 14–day cancellation period
- 7.5.2 we have agreed to do so, and
- 7.5.3 you have signed a written confirmation (a copy of which is set out in the box below) and given it to our representative (if you do this, the written confirmation which you sign will form part of this contract as though set out in full here)

Written confirmation to start carrying out the Services within the 14-day cancellation period

Confirmation to start work early:

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that in most cases, you can cancel the contract within 14 days. This may happen because you change your mind.

By signing this written confirmation and giving it to our representative, you agree that, on your request, we can start to carry out the Services during the 14–day cancellation period.

You still have a right to change your mind and cancel the contract during the 14–day cancellation period, however, we will charge you for the cost of the Services carried out by us until the time when you tell us that you want to cancel the contract. The amount we charge you will be in proportion to what we have carried out, in comparison with the full coverage of this contract.

You acknowledge, however, that you will lose the right to change your mind and cancel the contract during the 14–day cancellation period once the Services have been fully carried out by us. If this happens, we will charge you for the full cost of the Services carried out by us.

To A H Plumbing and Heating Services Ltd

I/We [*] hereby give notice that I/We [*] request you to supply of the following service [*] on the following date [*]

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s),

Date

[*] Delete/ insert details as appropriate

8 Effects of cancellation

- 8.1 If you cancel this contract within the 14-day cancellation period, we will reimburse to you all payments received from you except where we are allowed to keep such payments such as where we have started carrying out the Services within the 14-day cancellation period or ordered Materials that cannot be refunded or otherwise used, and you have signed our written confirmation to start carrying out the Services or ordering Materials within the 14-day cancellation period (see clause 7.5 for more details).
- 8.2 We will make the reimbursement without undue delay, and not later than 14 days after the days on which we are informed about your decision to cancel this contract.
- 8.3 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

9 Nature of the Services

- 9.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example:
- 9.1.1 the Services are carried out with reasonable care and skill
 - 9.1.2 you must pay a reasonable price for the Services, and no more if you and we haven't fixed a price for the Services, and
 - 9.1.3 we must carry out the Services within a reasonable time if you and we haven't fixed a time for the Services to be carried out.

10 Faulty Services

- 10.1 Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'), are set out at the top of this contract. They are a summary of some of your key rights.
- 10.2 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.
- 10.3 Please contact us using the contact details at the top of this page, if you want:
- 10.3.1 us to repeat the Services
 - 10.3.2 us to fix the Services
 - 10.3.3 a price reduction
 - 10.3.4 a refund.

11 End of the contract

- 11.1 If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

12 Limit on our responsibility to you

- 12.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

12.1.1 losses that:

- (a) were not foreseeable to you and us when the contract was formed
- (b) that were not caused by any breach on our part, such as where we have been required to, or instructed to, flush through pipework at the Site which has resulted in unavoidable or unforeseeable damage to such pipework

12.1.2 business losses

12.1.3 losses to non-consumers

13 Disputes

- 13.1 We will try to resolve any disputes with you quickly and efficiently.

- 13.2 If you are unhappy with:

13.2.1 the Services

13.2.2 our service to you generally

13.2.3 any other matter

please contact us as soon as possible.

- 13.3 If you and we cannot resolve a dispute using our internal complaint handling procedure, we will:

13.3.1 let you know that we cannot settle the dispute with you, and

13.3.2 give you certain information required by law about our alternative dispute resolution provider.

- 13.4 If you want to take court proceedings, the relevant courts in the part of the United Kingdom where you live will have non-exclusive jurisdiction in relation to this contract

- 13.5 The laws of England and Wales will apply to this contract

14 Third party rights

- 14.1 No one other than a party to this contract has any right to enforce any term of this contract