Terms and Conditions

Introduction

For the purpose of these terms & conditions the following words shall have the following meanings:
(a) “The Company” shall mean Warmserve Services Ltd.
(b) “The Customer” shall mean the person or organisation for whom the Company agrees to carry out works &/or supply materials.
(c) “The Operative” or “Engineer” shall mean the representative appointed by the Company.

Contract

The Company shall only be bound by estimates given in writing to the Customer & produced by a duly authorised representative of the Company. The Company shall not be bound by any estimates given orally or in which manifest errors occur. 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.

Acceptance of Work

Written estimates sent by email must be accepted by email using the link provided with the estimate. This will log your IP address and will be treated as a digital signature for the purposes of acceptance.

The company may refuse any work at their discretion. The company are also not bound to provide any estimates, if they do not wish to carry out the subsequent works based on any grounds.

Charges

The company charges a minimum 1-hour labour fee, regardless of work carried out or time spent on site. If, for any reason, the company are unable to carry out works during the allocated time on-site, the minimum 1-hour charge will still be applicable, plus the cost of any parts and materials and any additional labour time over that first hour.

Should parts be required to carry out works, where the engineer doesn’t have stock items on his van, the Engineer will collect from a local merchant, and incorporate this time into the final labour costs.

All charges are subject to the appropriate VAT rates.

Where the date and/or time for works to be carried out is agreed by the company with the customer, then the company shall use its best endeavours to ensure that the operative shall attend on the date and at the agreed time. However, the company accepts no liability in respect of the non-attendance or late attendance on site of the operative/ engineer or for the late or non-delivery of materials.

All invoices are due for payment immediately upon completion of works.

Account customers are by prior arrangement only and full payment is due by the agreed terms and no later.

If a job is complete, but there is snagging of any kind, the customer shall still pay 90% of the total invoice amount upon completion of the works. The customer should then allow the company sufficient and fair access to correct any snagging, the customer shall then pay the remaining 10% immediately upon completion.

Deposits may be required on larger jobs, or jobs that require special order or non-returnable items.

The company will not supply any guarantees, extended warranties or certificates, or any other documentation, unless the balance of the invoice has been satisfied completely.

Materials

Collection of non-stock items is chargeable but:
(a) Time must be kept to a minimum & reasonable.
(b) If the collection time is likely to exceed 60 minutes the customer must be additionally informed of the circumstances.
Materials supplied by the customer to be installed by the company, but found to be incorrect/ unsuitable or faulty, and consequently not installed, will still be subject to a minimum charge to cover the engineers time.

Estimates of Work

Any estimate supplied by the company may be withdrawn by the company at any time. If an estimate is not accepted by the customer within 30 days of issue, it will be assumed that the customer has rejected it.

All estimates are based on a visual inspection by a member of our team and are provided under the assumption that our engineers will not encounter any unforeseen circumstances that may alter the estimated labour costs, or materials & parts costs, and therefore alter the final costs. Any situation such as this will be bought to the attention of the customer at the earliest possible time, and they will be notified of the estimated recalculations. In addition to

these points, there are other times that the final cost may differ from the original estimate, such as:

- If the customer adds to works to be carried out, after the estimate has been supplied/ accepted.
- If the supplier increases the price of materials or parts, after the estimate has been supplied/ accepted.
- If it is discovered that there has been an error in preparation, after the estimate has been supplied/ accepted.
- If there are additional works required, in order to complete the project in its entirety, that were not foreseen when the initial inspection was carried out and estimate supplied. For example, if it transpires that there is asbestos present or other materials requiring specialist subcontractors.
- Only estimates in writing will be firm.

Any drawings or plans provided with an estimate are given as a demonstrative tool to provide a visual representation of our ideas and in no way represent any part of a contract.

When a customer accepts an estimate, it is assumed that they have the necessary permissions/ access for the company to carry out the work. If the company suffers any losses or penalties as a result of not having the necessary permissions, the customer will reimburse any and all of these charges.

Written estimates sent by email must be accepted by email using the link provided with the estimate. This will log your IP address and will be treated as a digital signature for the purposes of acceptance.

Defects

All defects of workmanship must be reported to the company as soon as is reasonably possible and will be covered by the company's workmanship warranty for 12 months. This warranty will only apply to work carried out and completed by the company that has been paid for in full. The customer must also allow the company reasonable time for inspection and repair.

The Customer accepts that if he fails to notify the Company as aforesaid then the Company shall not be liable in respect of any defects in the works carried out.

If an inspection takes place and it becomes apparent that the defect is not the fault or responsibility of the Company, and is not as a result of our workmanship, the Company reserves the right to reasonably charge for the inspection and any works they are asked to carry out as remedial works, as per their standard charges.

The Guarantee shall be for labour only in respect of faulty workmanship for 12 months from the date of completion with the manufacturer's warranty in force.

The Guarantee will become null & void if the work or appliance that is completed or supplied by the Company is:
(a) Subject to misuse or negligence.
(b) Repaired, modified or tampered with by anyone other than a Company operative. The Company will accept no liability for, or guarantee suitability of; materials supplied by the Customer & will accept no liability for any consequential damage or fault.
Work is guaranteed only in respect of work directly undertaken by the company & payment in full has been made. Any non-related faults arising from recommended work which has not been undertaken by the company will not be guaranteed.

The company shall 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 the customer has been notified by the operative either verbally or indicated in ticked boxes or in Comments/Recommendations of any other related work which requires attention.

Limitation of Liability

It is the responsibility of the customer to ensure all furniture, fixings and fittings are protected before the engineer attends. It is also the responsibility of the customer to ensure safe and sufficient access to the area in which the engineer will work. The company accept no responsibility for any accidental damages caused to furniture, furnishings fixings or fittings, should an engineer need to move them to access the area in which he has been asked to work.

The Company's liability is limited to:

- Liability for Personal injury or death resulting in the company's negligence when on site.
- Reasonable and fair costs to repair any damages caused to customers property, should this be as a result of the company's negligence.
- The company will not be held responsible for any damages or loss that occurs as a result of pre-existing defects or weaknesses within the property. If damage to brickwork or plaster is caused as a direct result of works carried out, it will be the company's responsibility to make good. However, we cannot accept responsibility for any damage to wall coverings, tiles, carpets or other furnishings & Furniture as a result.

- The company will not be held responsible or liable for any damage caused as a result of investigative work or repairs carried out whilst on-site. This includes, but is not limited to, any damages caused by the removal of tiles and tiling, all floor coverings, internal and external walls and their respective coverings, bathroom suites, panels and furniture, Ceilings and adjacent pipework.

Complaints Policy

The business always endeavours to provide the best service for every customer. However, on rare occasions, there may be times where a customer may not be completely satisfied.

To ensure the business is able to put things right as soon as possible, please read our complaints procedure below. The business will then be able to respond promptly to ensure complete satisfaction.

As soon as possible after the completion of the works, please inspect the work to ensure everything has been carried out based on the contract terms and the high standards the business aims to achieve.

In the unlikely event there is anything you are not completely satisfied with, please contact the business as soon so the problems can be rectified as soon as possible.

Our Procedure

Either call, email or write (Warmserve, Unit 2, Llwyn Y Graig, Garngoch Industrial Estate, Penllergaer, Swansea SA4 9WG) to us. The business aims to respond within 5 days of receiving your complaint and where possible, will provide you with a date to remedy any issues raised. Where the business is unable to resolve your complaint using the business complaints procedure, as a Which? Trusted Trader the business uses Dispute Resolution Ombudsman for dispute resolution. In the unlikely event that the business cannot remedy your complaint to your satisfaction you may wish to refer your complaint to them. If you wish to do so please contact Which? Trusted traders in the first instance on 0117 456 6031

Other Notes

The company will not be held liable for being unable to carry out the work contracted to them by the customer, due to forces beyond their reasonable control.

The company cannot be held liable for any frozen pipes, damage caused by frozen pipes, or the removal of any blockages or subsequent damage bought on by frozen pipes.

The company will not guarantee any works that they have advised against carrying out. Likewise, the company will not guarantee any works where the company has advised of any remedial works needed, either verbally or in written form, but this work has not been carried out. Where the Company agrees to carry out works on installations of inferior quality or over

ten years old at that date no warranty is given in respect of such works & the Company accepts no liability in respect of the effectiveness of such works or otherwise.

The company is not liable for any loss, damage or subsequent repair of any existing pipework, fittings or appliances that are connected to the system to which we are attending, but which we do not directly work on. For example, existing radiators and pipework where a new boiler has been installed.

The company will not guarantee any works carried out by agencies under their instruction and will be covered by their respective guarantees only.

All Gas Safe engineers operate under their own Gas Safe registration, and as such are solely responsible for any gas related works, and any subsequent liability. The company is not liable for any such matters.

The customer shall be solely liable for any hazardous situation in respect of Gas Safe Regulations or Gas Warning Notice issued.

No engineer/technician or other member of staff will enter a property where there are minors present, but no persons over the age of 18. Should there be adults present when the member of staff enters the property, but the situation changes and for any reason, they are to leave the minor in the property alone, the member of staff will also leave at the same time.

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