



Terms and Conditions

These Terms and Conditions apply to quotations and contracts for plumbing, heating, installation, repair and associated services supplied by McGhie's Plumbing and Heating Ltd ("the Company", "we", "us" or "our") to the customer ("you" or "the Customer").

Where the Customer is a consumer, nothing in these Terms and Conditions is intended to exclude or restrict any statutory rights or protections that cannot lawfully be excluded or restricted.

1. Quotations and Contract

1.1 We will provide you with a quotation setting out the proposed works and the price for those works. Our intention is to provide a full and clear cost for the installation or works described in the quotation.

1.2 Unless expressly stated otherwise, the quotation covers only the works and materials specifically described in it.

1.3 The quotation is valid for 30 days from the date shown on the quotation, unless otherwise stated.

1.4 A contract will be formed when you accept our quotation and we confirm acceptance, or when otherwise agreed between us in writing.

1.5 If you accept the quotation, we will endeavour to provide a contract of sale or written confirmation of the agreed works within 24 hours where applicable.

1.6 These Terms and Conditions, together with the quotation and any written specification provided by us, form the agreement between you and the Company.

2. Price and Additional Works

2.1 Subject to the provisions below, the quoted price is the price payable for the works described in the quotation.

2.2 We will not charge for additional works unless:

- you request additional works; or
- additional works become reasonably necessary because circumstances are discovered after commencement which could not reasonably have been identified when the quotation was prepared.

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2.3 Where additional works are required, we will explain the reason for the additional work and, wherever reasonably practicable, provide you with the additional cost before carrying out the work.

2.4 We will seek your agreement to additional chargeable works before undertaking them, except where immediate work is reasonably necessary to prevent injury, significant property damage or further damage to the heating or plumbing system and it is not reasonably practicable to obtain your prior agreement.

2.5 No additional charge will be made for work that is already included within the agreed quotation.

3. Existing Equipment and Pipework

3.1 Existing pipework, radiators, appliances and other heating or plumbing components which are not replaced as part of the quoted works remain outside the Company's warranty.

3.2 We will not be responsible for defects or failures in existing components which were not supplied or installed by us, unless the defect or failure has been caused by our own negligence, breach of contract or failure to exercise reasonable care and skill.

3.3 Where our works affect existing equipment or pipework, we will take reasonable care to avoid damage. If existing components fail because of their age, condition or an underlying defect unrelated to our workmanship, we will explain this to you and any further work required may be chargeable.

4. Floor Coverings and Access

4.1 We will take reasonable care when lifting, moving and reinstating floor coverings where access is required to carry out the works.

4.2 We cannot guarantee that flooring, carpets, tiles, laminate, wood flooring or other coverings will be capable of being reinstated to exactly their original condition, particularly where they are old, brittle, damaged, poorly fitted or otherwise unsuitable for lifting.

4.3 Where specialist flooring repair or replacement is reasonably required as a result of the condition of the flooring or the nature of the access required, we will discuss this with you.

4.4 Nothing in this clause limits any legal rights you may have where damage has been caused by our failure to take reasonable care.

5. Workmanship and Statutory Rights

5.1 We will carry out services with reasonable care and skill and in accordance with the agreed specification.

5.2 Where applicable, goods supplied by us will be of satisfactory quality, fit for purpose and as described.

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5.3 Nothing in these Terms and Conditions affects your statutory rights under applicable UK consumer law.

6. Warranty

6.1 Unless otherwise stated in writing, the Company provides a 12-month warranty on parts and labour supplied by McGhie's Plumbing and Heating Ltd.

6.2 The warranty applies to defects in our workmanship and to parts supplied by us, subject to the manufacturer's warranty where applicable.

6.3 The warranty does not cover:

- existing equipment, pipework or components that were not supplied or installed by us;
- damage caused by misuse, accidental damage or unauthorised alteration or repair;
- normal wear and tear;
- faults caused by circumstances outside our reasonable control; or
- defects arising from components or systems outside the scope of our works.

6.4 Nothing in this warranty removes or limits any statutory rights you may have.

7. Payment

7.1 Unless otherwise agreed in writing, the full balance is due immediately upon completion of the agreed works.

7.2 Where the works are incomplete due to circumstances outside our reasonable control, payment arrangements will be discussed with you.

7.3 If you dispute part of an invoice, you should notify us promptly and provide details of the disputed amount and the reason for the dispute.

7.4 Nothing in this clause affects your statutory rights or prevents you from exercising any lawful right to withhold payment where applicable.

8. Cancellation and Cooling-Off Rights

8.1 Where the contract is a distance contract or an off-premises contract to which the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply, you may have a statutory right to cancel the contract within 14 days without giving a reason.

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8.2 Where you have a statutory right to cancel, we will provide the information required by law, including information about how to exercise your cancellation rights and, where applicable, the model cancellation form.

8.3 If you ask us to begin providing services during the 14-day cancellation period, you may be required to pay a proportionate amount for services supplied up to the point at which you cancel, where permitted by law and where the required information and express request have been provided.

8.4 If a service is fully performed during the cancellation period following your express request and acknowledgement of the consequences, your statutory right to cancel may end where permitted by law.

8.5 Nothing in these Terms and Conditions is intended to remove or restrict a cancellation right where the law gives you one.

9. Delays and Unforeseen Circumstances

9.1 We will use reasonable endeavours to carry out the works within any timescale agreed with you.

9.2 Timescales may be affected by circumstances outside our reasonable control, including delays in obtaining materials, manufacturer or supplier delays, unforeseen defects, access problems, emergencies, adverse weather or other circumstances which could not reasonably have been anticipated.

9.3 If a significant delay occurs, we will keep you informed and discuss any reasonable changes to the programme with you.

10. Liability

10.1 We will be responsible for loss or damage caused by our breach of contract, negligence or failure to exercise reasonable care and skill, subject to any limitations permitted by law.

10.2 Nothing in these Terms and Conditions excludes or limits liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation;
- breach of statutory rights which cannot lawfully be excluded;
- faulty goods or services where liability cannot legally be excluded; or
- any other liability which cannot lawfully be excluded or restricted.

10.3 We will not normally be responsible for defects in existing systems, equipment or components that were not supplied or installed by us, except where the loss or damage has

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been caused by our negligence, breach of contract or failure to exercise reasonable care and skill.

10.4 We cannot accept responsibility for the cost of rectification works carried out by another contractor where you have instructed that contractor to carry out remedial work without first giving us a reasonable opportunity to inspect the alleged defect and, where appropriate, remedy it.

10.5 This clause does not prevent you from obtaining necessary emergency assistance where there is an immediate risk to health, safety or property.

10.6 Nothing in these Terms and Conditions is intended to exclude liability for losses which the law does not permit us to exclude.

11. Complaints and Defects

11.1 If you believe that there is a problem with our workmanship, supplied parts or completed works, please contact us as soon as reasonably possible and provide details of the issue.

11.2 We will investigate the issue and, where appropriate, arrange a reasonable opportunity to inspect the works.

11.3 Where a defect is our responsibility, we will seek to remedy it within a reasonable period and in accordance with your statutory rights.

11.4 You should not normally instruct another contractor to undertake remedial work before giving us a reasonable opportunity to inspect and, where appropriate, remedy the issue, except where immediate action is reasonably necessary for safety or to prevent further damage.

12. Changes to the Works

12.1 Any material change to the agreed works or specification will be discussed with you.

12.2 Where a change affects the price, we will tell you the revised price before carrying out the additional chargeable work wherever reasonably practicable.

13. Consumer Protection

13.1 Where you are a consumer, these Terms and Conditions are subject to applicable UK consumer protection legislation, including the Consumer Rights Act 2015 and, where applicable, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

13.2 If any provision of these Terms and Conditions conflicts with a mandatory legal right or protection applying to you, that legal right or protection will prevail.

13.3 No provision of these Terms and Conditions is intended to create an unfair consumer contract term or to deprive you of rights that cannot legally be excluded.

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14. Governing Law

14.1 These Terms and Conditions are governed by the law applicable in the part of the UK in which the Customer resides, subject to any mandatory consumer protections applicable to the Customer.

14.2 If you are a consumer, nothing in this clause prevents you from relying on any mandatory legal rights or protections available to you.

15. Acceptance

By accepting the quotation, you confirm that you have had the opportunity to read these Terms and Conditions and that you agree to the proposed works and price, subject to your statutory rights.

Where the law requires additional information or a separate consent or cancellation form, those requirements will apply in addition to these Terms and Conditions.

We look forward to carrying out the agreed works. If you have any questions regarding the quotation, proposed works or these Terms and Conditions, please contact us before accepting the quotation.

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