

MALLINSON PLUMBING AND HEATING

TERMS AND CONDITIONS

These are the terms and conditions on which we supply Works to you. Please read these terms carefully before you instruct us to do any Works for you. These terms tell you who we are, how we will undertake Works for you, how you and we may change or end the contract, what to do if there is a problem and other important information.

1. Information about us and these terms and how to contact us

1.1 We are F. & R. Mallinson Limited, a company registered in England and Wales. Our company registration number is 01698358 and our registered office is at Owler Ings Road, Brighouse, West Yorkshire, HD6 1EJ. Our registered VAT number is 184 7720 37. We trade as Mallinson Plumbing and Heating.

1.2 You can contact us by telephoning us on 01484 716306, emailing us at office@mallinsonplumbing.co.uk or by writing to us as Owler Ings Road, Brighouse, HD6 1EJ.

1.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

1.4 In these terms where the following words are used they have the following meanings:

“Call Out Contract” has the meaning given in clause 2.1.

“Emergency Works” means Works which are urgent and are usually to address and remedy (which may be temporarily) any water leakage or gas leakage.

“Goods” means any products or parts that are required to undertake and complete the Works.

“Home” means the home where you live, and also any other house, premises or building where you ask us to attend to carry out Work for you or to give you a Quotation for carrying out Work.

“Quotation” means a quotation for us to carry out the Work, which we may give verbally or in writing.

“We / Us / Our” means F. & R. Mallinson Limited.

“Work/s” means carrying out the work we have provided a Quotation for, which includes the plumbing services in the Quotation and also includes any necessary Goods required to complete the Works.

“Writing” includes emails. When we use the words “writing” or “written” in these terms, this includes emails.

“You / Your” means the person or company who enters into a contract with us.

“Unforeseen Works” has the meaning given in clause 4.2.

2. Call Out Charge and Hourly rate Work

2.1 A Call Out Contract will be entered if you contact us to attend at your home which we agree to and do so.

2.2 We charge a fee of £25 plus VAT (“Call Out Charge”) for a Call Out Contract. The Call Out Charge will also be charged if clause 5.5 applies.

2.3 The Call Out Charge will be due from you even if you decide when we arrive at your Home that you do not want us to carry out any Works for you.

2.4 The Call Out Charge is not payable only if either;
(a) we agree with you (either verbally or in writing) that the Call Out Charge will not be applied at the time the Call Out Contract is entered into, or
(b) we enter into a contract for the Works with you under clause 3.1.

2.5 If you (or no one acting with your authority) is at Home when we attend as a result of a Call Out Contract on the date and time agreed between us and you, the Call Out Charge will still apply. If you then rearrange the date and / or time, then a further Call Out Charge will apply.

2.6 The total charge to you will consist of the cost(s) of;
(a) the call out charge and;
(b) labour (the amount of time spent by the tradesperson carrying out the work) including all reasonable time spent in obtaining non-stocked materials, charged in accordance with our current hourly rate of £50 plus VAT and;
(c) materials supplied by us.

2.7 We will provide you with an Invoice for the Call Out Charge, labour and materials. The payment is due from you by seven days from the date of the Invoice and the provisions of clause 11 will apply.

2.8 The total charge to you will be given as a firm cost, inclusive of labour & materials, and will be within 10% over the equivalent total hourly rate cost. All costs are subject to VAT at the prevailing rate. Where a written quotation has been supplied to you, the total charge outlined in the quotation should not exceed the actual time taken by more than 20%, but may be revised in the following circumstances;

(a) if, after submission of the quotation, you instruct us (in writing or verbally) to carry out additional work not referred to in the quotation;
(b) if, after submission of the quotation, there is an increase in the price of materials;
(c) if, after submission of the quotation, it is discovered that further work needs to be carried out which were not anticipated when the quotation was prepared;

(d) if, after submission of the quotation, it is discovered that there was a manifest error when the quotation was prepared.

2.9 Collection of non-stock items is chargeable, however; time taken will be kept to a minimum and within reason. If the collection time is likely to exceed 45 minutes you should be additionally informed of the circumstances.

2.10 Where the date and/or time for work to be carried out is agreed, we will use reasonable endeavour to ensure that the tradesperson attend accordingly. We accept no liability in respect of the non-attendance or late-attendance on site of the tradesperson, or for the late or non-delivery of materials.

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.

2.11 Where the date and/or time for work to be carried out is agreed, we will use reasonable endeavour to ensure that the tradesperson attend accordingly. We accept no liability in respect of the non-attendance or late-attendance on site of the tradesperson, or for the late or non-delivery of materials.

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.

3. Our contract with you for Works

3.1 A contract for us to carry out Work at your Home will be entered into, either;
(a) at your Home when you agree to our Quotation and we then confirm that we will carry out the Work for you; or
(b) having given you a Quotation, you contact us afterwards to agree the Quotation and we then confirm that we will carry out the Work for you.

3.2 A Quotation is valid only for 30 days from the date it is provided although we may withdraw a Quotation at any time within that 30 day period by notifying you in writing.

3.3 If we are unable to accept your request to undertake the Work we have given the Quotation for, we will inform you of this. We do not have to give a reason for this, but it is likely to be either because of unexpected limits on our resources which we could not reasonably plan for or because we are unable to meet a delivery deadline you have specified.

4. Our and your rights to make changes

4.1 You may ask to make changes to the Works and / or Goods you contract with us to provide only if we agree with you to do so. You should contact us immediately if this is the case and we will confirm whether or not the changes are possible. If we do agree, this may be subject to changes in the price or the date for the Works to be undertaken and if so we will inform you and ask you to confirm whether or not you wish to go ahead. If we cannot make the changes, or do not agree to the changes, or the consequences are not acceptable to you may end the contract but please see the provisions of clause 6.

4.2 Once we begin to undertake the Works, we may find that additional work or Goods are required that we would not have been aware of when we gave the Quotation (for example, we find something unforeseen and that was not visible at the time). This is Unforeseen Work. If we find Unforeseen Work then we will inform you what this comprises, and the additional cost involved in dealing with it and how long it will take to do. We will only carry out that Unforeseen Work if you confirm in writing that you want us to do so at the additional cost. Please also see clause 9.3.

5. When we will carry out the Works

5.1 When we attend at your Home to give a Quotation under clause 3.1(a), we may agree to undertake the Works, or the Emergency Works, immediately.

5.2 When we give the Quotation, we will give an indication to you of when it is likely that we will be able to carry out the Works, or, if clause 5.1 applies, when it is likely that we will be able to return to carry out the rest of the Works that are not Emergency Works. We will also give an estimated time period for how long it will take us to undertake the Works.

5.3 If clause 3.1(b) applies, we will agree a date with you for us to begin the Works

5.4 If our supply of the Works is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Works or Goods that you have paid for but not received.

5.5 If no one is available at your Home on the date that we have agreed with you we will attend to carry out the Works, we;

(a) have the right to charge you the Call Out Charge; and

(b) may charge you additional costs incurred by us as a result;
and

(c) will agree another date with you to attend to carry out the Works although this may well be some time later if we have other work scheduled.

5.6 If, despite our reasonable efforts, we cannot agree another date with you under clause 5.5(b) or, having agreed another date with you remain unavailable to allow us access to your Home to carry out the Works on the rearranged date, then we may end the contract and Clause 9.2 will apply.

5.7 You have legal rights if we fail to attend to carry out the Works when we agreed with you that we would do so (unless clause 5.4 applies). You may treat the contract as at an end if any of the following should apply:

(a) we have refused to undertake the Works

(b) the date for undertaking the Works was essential (taking into account all the relevant circumstances); or

(c) you told us before we accepted your order that undertaking and / or completing the Works by a certain date was essential.

5.8 If you do not wish to treat the contract as at an end straight away or do not have the right to do so under Clause 5.7, you can give us a new date to undertake the Works, which must be reasonable (and take into account the estimate we provided as to how long it would take us to complete the Works), and you can treat the contract as at an end if we do not meet the new date.

5.9 If you do choose to treat the contract as at an end for late performance under clause 5.7 or clause 5.8, you can may reject any Goods that we have already provided unless they have already been incorporated into other items, products or your Home and removing them is either not possible and / or would cause damage to your Home or any other product and / or would cause damage to the Goods and which reduces their value as a result. If this applies, then you must pay for any Goods that have already been supplied by us but if it does not apply, and you wish to reject the Goods, we will refund any sums you have paid to us for the cancelled Goods and their delivery and allow us to collect them from you.

5.10 Goods will be your responsibility from the time we deliver the Goods to your Home.

5.11 You will only own Goods once we have received payment in full under the contract.

5.12 In the event that we need some information from you before we can undertake the Works, we will inform you at the time we provide the Quotation. If you fail to give us this information within a reasonable period of time, or if you give us inaccurate or incorrect information, we may end the contract (and clause 9.2 will apply) or apply an additional charge of a reasonable sum to compensate us for any extra work that arises. We will not be responsible to you for undertaking the Works late or supplying Goods late if this is caused by your failure to give us any, some, or inaccurate information.

5.13 If you do not pay us for the Works when you are supposed to (see Clause 11) and you still do not make payment within a reasonable period of us reminding you that payment is due (taking into account the time period the Works will take to complete) then we may suspend the Works until you have paid us the outstanding amounts and will let you know if that is the case. As well as suspending the Works we can also charge you interest on your overdue payments (see Clause 11.7).

6. Your rights to end the contract and the consequences of doing so

6.1 Your rights when you end the contract will depend on how we are performing or have performed the Works or whether there is anything wrong with any Goods;

(a) If Goods are faulty or mis-described you may have a legal right to end the contract (or to get the Goods repaired or replaced or the Works re-performed or to get some or all of your money back) (see Clause 10);

(b) If you want to end the contract because of something we have done or have told you we are going to do (see Clause 6.2);

(c) If you have just changed your mind about the Works (see clause 7);

(d) In all other cases (if we are not at fault and there is no right to change your mind) see clause 6.3.

6.2 If you are ending a contract for a reason set out at (a) to (c) below the contract will end immediately and we will refund you in full for any Works or Goods which have not been provided and you may also be entitled to compensation. The reasons are:

(a) we have told you about an error in the price and you do not wish to proceed;

(b) there is a risk that the undertaking of the Works may be significantly delayed because of events outside our control;

(c) you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see clause 5.7)).

6.3 If we are not at fault and you do not have a right to change your mind (see Clause 7), you can still end the contract before it is completed, but you may have to pay us compensation. The contract is completed when we have finished the Works and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, contact us to let us know. The contract will end immediately, and we will refund any sums paid by you for Works or Goods not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

7. The right to change your mind

Please note: This clause only applies if the contract is entered into under clause 3.1(a) and does not apply to a contract entered into with a company or business.

7.1 Unless clauses 7.2 or 7.3 apply, if we enter into a contract with you at your Home under clause 3.1(a), you have fourteen days (14 days) from the date that we confirm the contract with you in writing to change your mind. Please see clause 8.1 how you may notify us of your cancellation.

7.2 Even if clause 3.1 applies, you do not have the right to change your mind:

(a) if we have undertaken the Work within the 14 day period from the date we confirmed the contract with you in writing; and / or

(b) in respect of any Goods that we have provided to you (which form part of the Works) have been incorporated, attached, or mixed with any other goods, items, products, or your Home.

7.3 Even if clause 3.1 applies, you do not have the right to change your mind in respect of Emergency Works or Works you ask us to carry out before the end of the 14 day period from the date we confirmed the contract with you in writing. We will only undertake these Works if you specifically confirm this to us.

8. How to end the contract with us (including if you have changed your mind)

8.1 To end the contract with us, please let us know by doing one of the following:

(a) Call us on 01484 716306 or email us at office@mallinsonplumbing.co.uk. Please provide your name, home address, and your phone number and email address; or

(b) Fill in the form below and post it to us at the address on the form; or

(c) Write to us at Mallinson Plumbing and Heating, Owler Ings Road, Brighouse, HD6 1EJ, including details of what the Works we were to undertake for you were and your name and address.

8.2 If you end the contract for any reason after Goods have been provided, you must allow us to collect them. If you have already paid for the Goods, then we will refund you the price paid for the Goods unless;

(a) they have already been incorporated into other items, or products or your Home and removing them is either not possible and / or would cause damage to your Home or any other product and / or would cause damage to the Goods and significantly reduce their value as a result; or

(b) there has been any reduction in the value of the Goods caused by your handling or storing them in such a way as to decrease their value, in which case we will reduce the refund to reflect the decrease in their value. If we refund you the price paid before we are able to inspect the Goods and later discover you have handled or stored them in an unacceptable way, you must pay us an appropriate amount.

8.3 If we find any Unforeseen Work (see clause 4.2) and you do not ask us to carry out that Unforeseen Work, this may also mean that we are unable to fully complete the Works for you. In such a case, we may at our election either

(a) end the contract, or

(b) only carry out such part of the Works up to the point we can until we are prevented from finishing them due to the fact that the Unforeseen Works need to be done. In this event, we will charge you for the Works we undertake up to that point (and any Goods supplied as a result) which will be in proportion to the time spent by us by comparison with the overall time we estimated to undertake the full Works.

8.4 We will make any refunds due to you as soon as possible and in any event within 14 days from the date that we recover any Goods from you.

9. Our rights to end the contract

9.1 We may end the contract if you break it at any time which we will do in writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within a reasonable period of us reminding you that payment is due (taking into account the time period the Works will take to complete);
- (b) you do not, within a reasonable time, allow us access to your Home to undertake the Works;
- (c) you do not, within a reasonable time of us asking for it, provide us with information or you provide us with incorrect information necessary for us to undertake the Works;
- (d) any health and safety issues arise which would make it unsafe for us to carry out all or any of the Works.

9.2 If we end the contract in the situations set out in Clause 9.1 we will refund any money you have paid in advance for Works we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10. If there is a problem

10.1 If you have any questions or complaints, please contact us. You can telephone us on 0484 716306, email office@mallinsonplumbing.co.uk, or write to us at Mallinson Plumbing and Heating, Owler Ings Road, Brighouse, HD6 1EJ.

10.2 We are under a legal duty to supply Works with reasonable care and skill and any Goods must be as described, fit for purpose and of satisfactory quality. Nothing in these terms will affect your legal rights.

10.3 This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

(a) The Consumer Rights Act 2015 says Goods must be as described, fit for purpose and of satisfactory quality.

During the expected life of your product your legal rights entitle you to the following:

- i) Up to 30 days: if your item is faulty, then you can get a refund.
- ii) Up to six months: if your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- iii) Up to six years: if the item can be expected to last up to six years you may be entitled to a repair or replacement, or, if that doesn't work, some of your money back.

(b) The Consumer Rights Act 2015 says that;

- i) you can ask us to repeat the Works or fix the Works undertaken if not carried out with reasonable care and skill, or get some money back if we cannot do so.
- ii) If you haven't agreed a price upfront, what you're asked to pay must be reasonable.
- iii) If you haven't agreed a time upfront, it must be carried out within a reasonable time.

11. Price and payment

11.1 The price for the Works (and any Goods) will be provided to you in the Quotation or Verbally. The price is subject to VAT.

11.2 If the rate of VAT changes between the date of the contract and the date we undertake the Works, we will adjust the rate of VAT that you pay, unless you have already paid before the change in the rate of VAT takes effect.

11.3 We accept payment with credit or debit cards, bank transfer or by cash.

11.4 Upon your agreement for us to carry out quoted or booked work, we may require a deposit payment of 50% of the total is payable immediately. We reserve the right to request full payment in advance at our discretion. We will invoice you for the balance of the price when we have completed the Works or we may invoice you weekly in arrear until the Works are completed. This will be set out in the Quotation.

11.5 If clause 11.4 does not apply, then we will invoice you for the Works once they have been completed.

11.6 You must pay each invoice within seven calendar days after the date of the invoice.

11.7 If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% above the base lending rate. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

11.8 If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

12. Warranty

12.1 We will pass to you the manufacturer's warranty for any Goods that we supply to you under the contract once you have paid for the Goods.

12.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Goods or the Works as summarised at Clause 10.3, and for defective products under the Consumer Protection Act 1987.

12.3 If we are providing services in your Home, we will make good any damage to your Home caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the Works. In addition, we will not be responsible;

- (a) for any damage caused by drilling through tiles, woodwork or plasterwork unless the same could reasonably have been avoided;
- (b) if any new Goods we supply cause unforeseen pressure on your existing heating or water system resulting in leaks or damage;
- (c) for any pre-existing defect in your Home or your central heating or water system.

12.4 We are not liable for business losses. We only supply the products for domestic or private use. Whether you are an individual or a business, we will have no liability to you for any loss of profit, loss of business, business interruption, loss of business opportunity, and for any consequential losses.

12.5 Our liability to businesses is limited to the price due under the contract.

13. Our responsibility for loss or damage suffered by you

13.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us before entering into the contract.

14. How we may use your personal information

14.1 Please see our Privacy Notice on our website www.mallinsonplumbing.co.uk

15. Other important terms

15.1 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

15.2 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

15.3 The contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

15.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

15.6 These terms are governed by English law and you or we can bring legal proceedings in respect of the products in the English courts.

Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To F. & R. Mallinson Limited, Oowler Ings Road, Brighouse, HD6 1EJ

I/We * _____

hereby give notice that I/We [*] cancel my/our [*] contract for the following Works

My / Our* address is

Signature(s) (only if this form is notified on paper)

Date

[*] Delete as appropriate