



TERMS OF BUSINESS

In these conditions Walsh Plumbing Ltd is referred to as “the Company”, and the person agreeing to the Contract is referred to as “the Customer”. By accepting a quotation and/or making an appointment you are agreeing to this contract.

1. Upon request for a quotation, one of the company’s surveyors will visit the customer's property to assess its suitability. If the company is unable to carry out the survey, or determine that the property is not suitable for the requested goods or services, we are under no obligation to provide a survey or offer the requested products or services.

2. If the company carries out a survey of the customer’s property and issue a quotation (the "Quotation"), the Quotation will be governed by the terms outlined in this Agreement, which the customer should carefully review. The Quotation will detail the products, services, and any additional work our surveyor deems necessary based on the survey (collectively referred to as the "Work"). The Quotation will remain valid for acceptance until the stated expiry date, but we reserve the right to withdraw it at any time prior to acceptance. If applicable, our prices will be subject to VAT, and any changes in the VAT rate will be reflected in the final amount.

3. The Company will carry out the work set out on the customer’s quote for the price that is stated under the following terms of business. All prices include VAT.

The quoted price does not include the removal of any hazardous materials, such as asbestos, that could not be reasonably identified at the time of quotation. If such materials are discovered, the customer is responsible for arranging their removal by a specialist contractor. Alternatively, the company may be able to facilitate their removal at an additional cost.

Before work can continue following asbestos removal, the customer must provide a ‘clean air’ certificate from the asbestos removal company to confirm that the area is safe for further work.

3.1. The quoted price includes the safe removal and disposal of all non-hazardous materials only, such as the old boiler and any central heating components replaced during the installation. The company will not remove and dispose of any waste that is not directly related to the works carried out.

4. The customer’s quote, together with these terms and conditions, sets out the entire agreement between the Customer and the Company. This agreement is governed by the laws of England and Wales. The quote will be valid for 14 days after the date quoted, if the work isn’t carried out within this timeframe, we will re-quote and prices may vary.

In the absence of a quote i.e., an emergency boiler repair, the Company will charge an hourly rate for any work completed. The Customer will be informed of this charge before we commence work and we will make a legally binding agreement. Note that there is a minimum charge of one hour.

5. A contract will only come into being upon our acceptance and confirmation of the customer's agreement to the Quotation. In agreeing (whether expressly or impliedly) to the Quotation, the customer is: i. placing an order confirming that the customer accepts and understand the terms of this Agreement and agree to be bound by them; ii. agreeing that it is acceptable for the information and form required to be provided to the customer under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the 'Regulations') to be provided via an emailed copy of the customer's quote and these terms and conditions; iii. giving authority for the Work to be carried out and (where relevant) agreeing that the customer have authority from the owner of the property for the Work to be carried out; and iv. agreeing that the customer (or the owner of the property) have obtained any relevant consents and/or permissions that may be required, e.g. listed building consent.

5.1. If additional works are identified during the course of the original installation or project, the company will provide the customer with a separate quotation for those works. The customer will be notified of any additional works required, and a quotation will be provided before any further work is undertaken.

No additional works will be carried out without the customer's prior written or verbal approval. The customer must review and approve the quotation for any additional works before any further services are provided. The customer's acceptance of the quotation constitutes an agreement to the terms and pricing outlined for those additional works.

The price for additional works will be based on the scope of work agreed upon in the quotation. Any changes to the scope or specifications of the additional works will be subject to a revised quotation, which must be agreed upon by both parties before proceeding.

Additional works will be scheduled and carried out in accordance with the availability of the company's resources, and any necessary third-party contractors. The completion of additional works may affect the original project timeline, and any changes to the estimated time of completion will be communicated to the customer in advance.

The customer agrees to pay for any additional works in accordance with the payment terms outlined in the original agreement, or as otherwise agreed upon for the additional works. Payment for additional works is required upon completion or as otherwise specified in the quotation.

6. The customer will provide the company and the company's employees, sub-contractors, agents and other workmen or representatives access on the agreed date to carry out the Work and you agree that (where applicable), once the Work is complete, to pay the remaining balance due on satisfaction completion of the job onsite before the Engineer departs.

6.1 If a Credit Card is used towards any payment for a deposit over £500 in value, then there may be protection from s.75 of the Consumer Credit Act 1974. However, if no credit card is used, then there will be no protection.

6.2 Walsh Plumbing Ltd will only commence works once a minimum of 10% deposit has been received.

6.3 Walsh Plumbing Ltd have a statutory right under the Late Payment of Commercial Debts Regulations 2013 to charge interest at the maximum permitted by the Late Payment of Commercial Debts (Interest) Act 1998. For domestic customers Walsh Plumbing Ltd will charge interest on late payment of 3% above bank base rate and late payment compensation to any late / overdue invoice. Under the Which? Trusted Trader Scheme interest is to be charged at no more than 3% per annum above the Bank of England Base rate.

7. Most heating installations do not require planning permission but the customer should check. If, for example, the customer's property is a listed building or the customer is in a conservation area and/or the system flue extends 1 metre above the roof height then you may need planning permission. The customer is responsible for contacting the customer's local planning authority to obtain confirmation that planning permission is not required. We cannot be held liable for any installation carried out where planning permission was required but not obtained and we cannot offer refunds in such cases.

8. The customer must provide the following for our use free of charge during the Work: water, washing facilities and toilets; a safe electricity supply; gas supply and/or oil supply (where relevant); adequate lighting and ventilation; adequate storage space; a sufficient sized cleared working area in the room where the Works are to take place; safe and easy access to the customer's property from the public highway; easy access to the location within the property where the Work is to take place. Such access should remain unobstructed by the customer or other trades for the duration of the Work. Any children and pets should be kept away from the location of the Work. It is the customer's responsibility to ensure that all rooms that are being worked in are free from furniture, including curtains and carpet if necessary. If Work is to be carried out in a loft, this area must also be cleared in advance of works commencing. To protect our representative/s and anyone else present in the property during the Work, the customer must inform us of any known risks such as below-surface pipes and wiring. The customer should ensure that their self or the customer's adult representative remains at the customer's property during the Works. We can accept no liability for your property or its contents in your absence.

9. Goods belonging to the Company may be delivered to the site. If the contract is terminated early for any reason, then, unless the customer has paid in full for the goods, the customer must return them to the company. Until ownership of the goods passes to the customer: the customer must store the goods separately in such a way that they remain readily identifiable as the customer's property; the customer must not destroy, deface or obscure any identifying mark or packaging relating to the goods; and the customer must maintain the goods in satisfactory condition.

9.1. Ownership of the Materials shall not pass to the Customer until the Company has received payment in full for:

a) the materials and

b) all other amounts that have fallen due to the Company from the Customer on or before the date on which payment for the materials has been made in full.

9.2. If a customer decides they no longer want the materials requested once installation has been carried out, Walsh Plumbing Ltd will charge appropriate labour rates for the removal of such materials and w costs of purchasing such materials in the first instance. In addition, the original invoice for the work remains entirely valid and must be paid in full.

10. Gas, electric and water is assumed to be installed conforming to good practice and current regulations and that the electrical supply conforms to current regulations and is adequate for alterations proposed.

10.1. All gas appliances on the gas supply are presumed to be installed correctly and conform to manufacturers and gas safety regulations. Gas points are assumed live and in the case of a Boiler Supply the gas pipe is sized correctly where the Boiler is to be installed.

10.2. Failure in any of the above will result in additional costs. Cancellation of appliance installation will also incur restocking costs.

10.3. Earth Cross Bonding / Gas Supply and Water: unless set out otherwise in the Quotation Document, it is assumed that the cross bonding on the gas supply and water pipes is correct.

Any additional visits required by reasons outside of the company's control, or made at the customer's request, may result in additional costs. Any products or materials supplied by the customer will be the customer's responsibility and any delays caused by faults with or damage to such products or materials may be chargeable to the customer.

11. The company will carry out the work in conformity with this contract and will take reasonable care in carrying out the Work but we do not accept liability for any damage to decorations, walls, floors or the like, which is not reasonably avoidable in carrying out the Work. We will make good any holes but will not re-decorate, re-finish or re-lay flooring or floor covering. Floor boards will be reinstated or replaced where necessary but special and/or laminated floors cannot be permanently re-fixed. Any carpets which are lifted will be re-laid to the best of our operative's ability, however, we cannot be held responsible for carpets which have been nailed or glued down. Boxing in of pipework is not included unless specifically set out in the Quotation. You should therefore be aware that minor redecoration may be required after the Works, which is not included in the Quotation price. We will notify Building Control or Gas Safe and/ or OFTEC of your installation as appropriate following completion. When carrying out the Work we may need to isolate water, gas, oil and electrical services. We will give you reasonable notice of any such requirements and we will act reasonably to minimise any period of isolation. We reserve the right to substitute quoted products for other products which are suitable for the intended purpose.

11.1. The customer understands that the installation will be connected to your existing water, electric and gas supplies and that the company cannot accept any liability for failures on your existing systems. Any such failures, or related unavoidable damage(s) are not the responsibility of the company and are not included in the fixed price.

11.2. Existing pipework, valves, radiators, underfloor heating systems, pumps and other equipment should all be in working order. If they have been poorly installed or have become faulty any such failure or consequential damage is in no way the responsibility of the company (irrespective of if an engineer working on behalf of the Company has touched them or not).

The company cannot be held liable for any leaks or damages on the existing pipework/valves, components or radiators and other appliances. Any repair or replacement will be additional charges.

11.3. When completing the installation of new or upgraded pipework, the route for these pipes should be discussed with the customer and will need to be installed in a way which makes the most functional sense from an engineering point of view, not simply aesthetic. Pipework may need to be surface mounted and clipped in place. Our engineers will not bury pipework in the walls, under the ground or box the pipework in unless it has been agreed as part of a quotation.

12. The customer understands that during/after any plumbing work and/or a new boiler installation carried out by the Company there could be changes in the water pressure in existing plumbing. Whilst the Company will exercise reasonable care in visually assessing the suitability of existing systems/pipework for any likely changes in pressure, the Company will not be liable for any damage caused to existing plumbing installations or any consequential damage caused by the failure or incompatibility of existing pipework, taps, valves, showers, other fittings or any appliances.

13. [Boilers & Showers] You should be aware that due to the wide variety of showers available in the market place it is not possible for the Company to determine if a shower and your boiler will be compatible. The Company will not be liable if your existing shower/boiler is not compatible for any reason with a new shower/boiler.

14. Whilst engineers working on behalf of the Company will take reasonable care not to damage wiring, plumbing and other services at your property, the Company cannot be held responsible for any unavoidable damage caused to existing services/installations that are not clearly visible.

15. The Company will not be liable for any damage to your home which is caused as a direct result of structural defects or weaknesses at the installation address whether they are visible or not. If you are unsure of the structural integrity of your building you should engage an appropriately qualified structural surveyor prior to any attendance the Company may arrange in connection with the contract.

16. Products and building materials can vary in colour, texture and general appearance. The Company accepts no liability for any materials used during the installation process having variations in colour, texture and general appearance. When matching materials (such as bricks and tiles) to existing materials which are part of the house, a close match is often not possible due to older products becoming obsolete and the effects of weathering over time. In summary, the Company accepts no liability for any materials introduced to the property matching any existing materials and explicitly states variations in colour, texture and general appearance are likely and will be accepted by the customer. The customer agrees to make available their own materials, at their expense, at the time of the work taking place if they would like a specific material (such as a matching brick) to be used.

17. [Boilers being fitted in loft space] Where a boiler is to be fitted in a loft space, access to the loft must be via a fixed loft ladder. From the top of the fixed ladder the loft must have a suitably boarded walk way to the boiler location. At the boiler location, at least 1 m² of suitable boarding must be in place under the boiler. Permanent lighting should also be present. If the boiler is within 2 meters of the loft hatch, the hatch will need to be able to be sealed off whilst an engineer works in the loft. The Company will bear no cost in relation to installing any of these safety measures.

18. The engineer will take pictures of your installed equipment and relevant infrastructure for the Company's auditing process and for our own records. The engineer may also attend with other people including managers, supervisors, trainees or apprentices. From time to time the Company may use pictures of installed equipment for marketing purposes.

19. Upon completion of all physical works at the property, the customer (or their representative) may inspect the work before the engineer departs. Once the Company's appointed engineer is satisfied that the work is complete and the customer (or their representative) has been given the opportunity to inspect, then all works required to fulfil the contract are deemed to have been completed.

20. We are reliant on the supply of products from our suppliers. If our supply of the products is delayed by an event outside our control, including a failure on behalf of our third-party suppliers, 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 products you have paid for but not received. The company is not held liable for any loss of earnings, annual leave or time taken off work due to delays caused by an event outside our control.

21. In very rare circumstances, if new equipment that has been installed does not function correctly (for example a component in the equipment may have become dislodged or damaged in transit) this will require the manufacturer to attend under the warranty. The company will work proactively with the manufacturer under your warranty to ensure this is resolved as soon as possible. The company will do what is reasonably possible to minimise disruption to the household at this time. We ask for your understanding and patience in these extremely rare circumstances.

22. The company is committed to delivering high-quality workmanship and exceptional service. To maintain efficiency and meet customer demand, we may, when necessary, engage qualified subcontractors or third-party specialists (such as roofers or electricians) to assist with specific aspects of an installation. All subcontractors and third parties used by Walsh Plumbing Ltd are fully trained, qualified, experienced, and work to the same high standards expected of our in-house team.

Whether the work is carried out by our direct employees, subcontractors, or third-party specialists, Walsh Plumbing Ltd remains responsible for ensuring that all installations are completed to a professional standard and in compliance with relevant regulations.

23. For all installations, the company performs a standard chemical flush to help clean the system and ensure optimal performance. This process removes general debris, rust, and minor sludge buildup from the system.

However, if it is determined that the system contains a significant buildup of sludge or blockages that cannot be effectively cleared through a chemical flush, a more intensive power flush may be required. A power flush is a more thorough cleaning process that uses high-flow, low-pressure water and cleaning agents to remove stubborn sludge and corrosion deposits.

If a power flush is necessary, it will be a chargeable service. The company will assess the condition of the system and provide a quotation before proceeding. The customer will have the option to approve the additional work before any charges are incurred.

24. All new central heating systems and upgrades come with a 12-month workmanship warranty from the date of installation, provided the boiler is serviced annually. This warranty does not cover the integrity or suitability of any existing components that the new system is connected to, and Walsh Plumbing Ltd is not liable for the failure of any pre-existing components or defects within the original system, including radiators, pipework, showers, taps, etc.

Each installation assumes that the existing plumbing system is in satisfactory condition. The customer acknowledges that with the new works, pipes and existing components may be subject to increased pressure. Walsh Plumbing Ltd is not responsible for any leaks or failures in the existing pipework or components at the time of installation or at a later date.

Any repairs, modifications, or additional work on the original installation carried out by anyone not authorised by Walsh Plumbing Ltd will void the 12-month workmanship warranty.

The boiler will be registered by Walsh Plumbing Ltd and covered under the manufacturer's guarantee or warranty, which varies depending on the manufacturer and model. To maintain the validity of this guarantee or warranty, the boiler must be serviced annually by a Certified Gas Safe engineer and all requirements in accordance with the manufacturer's instructions. Walsh Plumbing Ltd is not liable for the validity of the manufacturer's guarantee or warranty. The company will attempt to contact the customer to arrange for the annual boiler service but it is the customer's responsibility to arrange the annual boiler service within the required timeframe.

24.1. The 12-month workmanship warranty will become null and void if:

- (a) any of the work completed and/or materials installed by Walsh Plumbing Ltd is subject to misuse or negligence by anyone other than our company or its Engineers;
- (b) any of the work completed and/or materials installed by Walsh Plumbing Ltd is repaired, modified or otherwise tampered with by anyone other than our company or its Engineers;
- (c) the Customer has failed to service any of the materials installed by our company in accordance with the manufacturer's recommendations;
- (d) the Customer has failed to carry out any supplementary work that was recommended by our company or the Engineer as being necessary at the time the work was completed; or

24.2. The 12-month workmanship warranty shall not apply to work performed by Walsh Plumbing Ltd:

- (a) in respect of blockages of waste and/or drainage systems or similar;
- (b) at the instruction of the Customer against the oral or written advice of Walsh Plumbing Ltd; or
- (c) on installations that are of inferior quality or that are over ten years old.

24.3. Walsh Plumbing Ltd shall accept no liability and shall not be held responsible for any loss, damage or defect (whether direct or consequential) resulting from the unsuitability of any materials supplied by the Customer.

24.4. Nothing in these Terms of Business excludes or limits the liability of Walsh Plumbing for death or personal injury caused by our company's negligence or for any other matter in respect of which it would be illegal for Walsh Plumbing Ltd to attempt to exclude its liability.

24.5. In the event of a complaint relating to any service or installation in a property, the company must be given the opportunity to address the issue by re-visiting the property to resolve any alleged complaint. We cannot be held responsible if the opportunity to fully address the matter is not afforded to us.

25. Unless exercising a right to cancel under Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or Consumer Credit Act 1974 the customer is entitled to cancel this agreement within 7 days of receipt of this notice. The Customer is responsible if the Customer wishes to cancel, they are responsible in contacting us immediately by phone, and must be followed up in writing by e-mail to info@walshplumbing.co.uk or post to our head office.

The notice of cancellation is deemed to be served as soon as it is posted or sent in the case of electronic communication. If work on the above contract has begun with your written agreement before the end of the cancellation period, you may be required to pay for any goods or services supplied.

In the event of suspension or cancellation of the work at the request of the Customer or lack of instructions/ delay on site caused by the Customer, whether material or time, any extra expenses thereby incurred or any losses suffered by the Company shall be chargeable to the Customer and the deposit paid will not be refundable. It is the Customer's responsibility to ensure any access, licence, permit or other authority necessary for the execution of the work is obtained and that existing property boundaries are correctly defined

26. The company reserves the right to cancel this agreement at any time by providing written notice to the customer. In the unlikely event that we cancel without valid cause, we will reimburse any reasonable costs directly incurred as a result of the cancellation.

These Terms of Business, along with all contractual rights and obligations between the customer and Walsh Plumbing Ltd, are governed by the laws of England and Wales and fall under the non-exclusive jurisdiction of the courts of England and Wales.