

PLUMBER TERMS AND CONDITIONS (B2C)

BACKGROUND:

These Terms and Conditions are to apply to the provision of plumbing services by <<Insert Company or Trader>> to customers who require plumbing services to be provided. You should read them carefully and ensure that you understand and agree to them. If you have any questions, please contact us.

These Terms and Conditions apply to any person who is a "Consumer" as defined by the Consumer Rights Act 2015.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the meanings:

"Agreed Times"	You and We agree for Us to have to complete the carry out and Services [as specified in the
"Agreement"	to which You and We will enter if on. The Agreement will subject to, these Terms and standard form of Agreement is attached
"Business"	trade, craft or profession carried on by a person or organisation;
"Consumer"	as defined by the Consumer Rights Act 2015 in relation to these Terms and Conditions a natural person who is not a business customer of the Trader who uses the Services for their personal use and not mainly outside the purposes of
"Deposit"	which may be required to pay Us in advance of Clause 5;
"Final Fee"	the sum(s) You must pay Us which will be issued in accordance with
"Model Cancellation Form"	the Model Cancellation form attached as
"Order"	the request for Us to provide the Plumbing Services set out in Clause 4;
"Plumbing Services"	the Plumbing Services We will provide as set out in Clause 4;

“Products”	the products required for the provision of the Plumbing Services which We will supply (if any) as set out in the Agreement;
“Property”	Your home, as detailed in the Order and the Agreement, at which the Plumbing Services are to take place, including the site/s where work is to be carried out;
“Quotation”	the quotation We give to You in accordance with the Agreement detailing the services We will provide to You and the fees We will charge;
“Quoted Fee”	the fee set out in the Quotation which may vary according to the actual work undertaken as set out in clause 6 of these Terms and Conditions;
“Start Date”	the date You and We agree on for Us to start providing the Plumbing Services as specified in the Agreement;
“Trader”	Us or Our employee who will be responsible for providing the Plumbing Services;
“Visit”	any occasion, scheduled or otherwise, on which the Trader goes to the Property to provide the Plumbing Services;
“We/Us/Our”	the Trader and includes all employees, agents and subcontractors of the Trader; and
“You/Your”	a Consumer who is a customer of the Trader.

- 1.2 Any reference to electronic communication, including any similar expression, includes a reference to communication by e-mail [or] [text message,] or other electronic means.
- 1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
- 1.4 Each reference to “these Terms and Conditions” is a reference to these Terms and Conditions.
- 1.5 Each reference to a schedule is a reference to a schedule to these Terms and Conditions.
- 1.6 The Terms and Conditions are for convenience only and do not constitute an offer of any kind.
- 1.7 Words in the singular will include the plural and vice versa.
- 1.8 References to gender will include any other gender.
- 1.9 References to legal entities, unless the context otherwise requires, include corporations, partnerships, sole traders, etc.

2. Information

- 2.1 We are a [insert legal type, e.g. sole trader, partnership, LLP, private limited company, etc.]
- 2.2 [We are] [insert trading name if different from company name]

- name>>.]
- 2.3 [We are registered <<insert details>> under number <<Company Registration Number>>.]
- 2.4 [Our registered office <<insert details>>.]
- 2.5 [Our main trading address <<insert details>> or if different from registered office <<insert details>>.]
- 2.6 [Our VAT number is <<insert details>>.]
- 2.7 [We are registered <<insert details>> authorised self-certification scheme. We will ensure that <<insert details>> we use are also registered in this way.]
- 2.8 [We are regulated by <<insert details>> regulator(s)>>.]
- 2.9 [We are a member <<insert details>> association(s) etc.>>.]
- 2.10 [<<Insert further information>>.]
3. **Communication and Complaints**
- 3.1 If You wish to contact Us by telephone at <<insert details>> or by email at <<insert email address>>.
- 3.2 In certain circumstances You may contact Us in writing (as stated in various Clauses throughout these Terms and Conditions). When contacting Us in writing You may use <<insert details>>.
- 3.2.1 contact Us by <<insert details>> address>>; or
- 3.2.2 contact Us by <<insert details>> name>>, <<insert address>>.
4. **Orders**
- 4.1 We accept orders for <<insert details>> <<insert methods e.g. telephone, internet etc.>>.
- 4.2 When placing an Order You must provide, in detail, the Plumbing Services required. Details required include: the location and size of the Property, the number and type of <<insert details>> required and the type(s) of work required (e.g. piping <<insert details>> etc.). [We will provide You with an order form containing the required information.] [All such details will be set out in the <<insert details>>.]
- 4.3 Once the Order is completed by Us, We will prepare a Quotation and send it to You by <<insert details>> post. The Quotation will set out the required Deposit <<insert details>> (see Clauses 5 and 6).
- 4.4 If We decide that We cannot complete the Order and provide a Quotation, We will inform You of this <<insert details>>.
- 4.5 Before You accept the Quotation, You may make changes to the Order and may request changes to the Quotation. We will amend the Quotation to show the requested changes <<insert details>> the Quotation to incorporate any or all amendments made <<insert details>>.
- 4.6 You may accept a Quotation by signing and dating <<insert details>> applicable, a revised Quotation, by signing it to Us within <<insert period>>.

- e.g. applying the Quotation to the date We issue the Quotation or, where applicable, the date of the Agreement.
- 4.7 If You request a change/s to Your Order after accepting the Quotation, We will tell You whether or not the change/s can be made. We will inform You of any changes to the fees payable as a result of the change/s and issue a revised Quotation where We decide that We can make the change/s that You requested. You may then accept that revised Quotation.
- 4.8 When You accept the accepted Quotation or, where applicable, where you have paid the Deposit, We will complete any Order in accordance with the accepted Quotation, attach a copy of the accepted Quotation to the Agreement, sign and date the Agreement on behalf of Us. If You then sign and date the Agreement and have paid the Deposit, a legally binding contract will come into effect at that time and the terms of the Agreement shall at that time come into effect requiring Us to provide the Plumbing Services for You to pay for them.
- 4.9 The acceptance of an Order or Quotation or any revised Quotation by Us shall not have any legally binding effect on the Agreement until the Agreement is signed and dated by both You and Us and the Deposit is paid.
5. **Deposit**
- 5.1 At the time of the Quotation or not more than <<insert period e.g. 7 days>> depending on the nature of the work and any other terms of the Quotation, in advance, We may require You to pay Us a Deposit of <<insert sum e.g. 25% of the Quoted Fee>>. We will not sign the Agreement for You to sign until the Deposit is paid in full.
- 5.2 If You request a change/s to the Plumbing Services, We may retain some or all of the Deposit and 15% of the Quoted Fee.
6. **Fees and Payment**
- 6.1 The Quoted Fee is the price payable for the Plumbing Services and the Products and any other materials that are required.
- 6.2 We will use only the Products (and quantities of Products) specified in the Quotation and the Agreement; however, if additional Products are required, we will adjust the Final Fee to reflect this. We will keep You informed of any increase in the Final Fee by minimum, will keep You informed at all times, and will obtain Your [written] agreement.
- 6.3 If the price of the Plumbing Services that We need to procure increases during the period of acceptance of the Quotation and the Start Date, We will inform You of the increase and of any difference in the Final Fee. If You do not wish to accept the increase, You may cancel the Agreement by giving Us written notice within 14 days of the date of the increase and we will provide a full refund of all sums paid including, where applicable, any Deposit.
- 6.4 The Quoted Fee are inclusive of any VAT chargeable. If the rate of VAT changes, We will adjust the amount of VAT that You

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We are
of Your

You to take reasonable steps to protect the
during the Plumbing Services, including but not
valuable and/or delicate items from the areas where
We are liable for any damage which occurs as a result
of our instructions.]

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We will
Plumbing

all waste that results from Our provision of the

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tools
them

The Plumbing Services is to last for more than one
reasonably possible leave the Property in a clean
any disruption to Your use and enjoyment of the
carried out. We will wherever possible store all
areas where work is being carried out or remove
end of each working day.

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8. Faulty Products

8.1

If any
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the Product
Us use

and in the course of Us providing the Plumbing
defect with one or more of those Products or if
the Product has been incorrectly described, You should inform
Us as soon as possible in accordance with Clause 3.

8.2

Within
You
reduced

days after completion of the Plumbing Services,
in addition, to a full refund, to keep the Product(s) at a
reduced price or replacement.

8.3

After
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defect
or if a
Alternative
not a
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Us or

days, and for the first six months after completion
of the Plumbing Services. We will, at Our option, repair or replace any
Product(s) if repair or replacement is not practicable or possible,
or if such repair or replacement is unsuccessful, You are entitled to a full refund.
Alternatively, we may offer to replace the Product(s) at a reduced price. This right may
be exercised if the defect has been caused deliberately or
as a result of Your failure to follow instructions given by
Us or the Product.

8.4

After
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After completion of the Plumbing Services, if any
Product(s) is found to be faulty, You must prove that the Product in question was
provided by Us and You took ownership of it. You may be
entitled to a full refund, or to a partial refund for up to six years
after completion of the Plumbing Services, depending on the age of the Product and how long it can reasonably be
expected to last.

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9. Problems with the Plumbing Services

9.1

If the
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As a result of the Plumbing Services, i.e. they have
not been carried out with reasonable care and skill, You are entitled to ask Us to
repeat the services, or to get a price reduction if this is not
possible.

9.2

We
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Plumbing
possible
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We will make every effort to ensure that Our provision of the
Plumbing Services is free of charge. If, however, there is a problem with the
Plumbing Services, You must inform Us as soon as is reasonably
practicable. We will make every reasonable effort to remedy problems with the
Plumbing Services as soon as is reasonably possible and practical.

9.3

We will

remedying problems under this Clause 9 where the

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problems have been determined that a problem exists due to incorrect information or action by You, We may charge You for remedial work.

where nobody is at fault]. If We are damaged by incorrect or incomplete information by You, We may charge You for remedial work.

9.4 As a Consumer, You have the right to request repeat performance of goods or services. You may also request advice on exercising them, it may be that You contact Your local Citizens Advice Bureau or Trading Standards.

9.4 You have the right to request repeat performance of goods or services with respect to the purchase of goods or services. You may also request advice on exercising them, it may be that You contact Your local Citizens Advice Bureau or Trading Standards.

9.5 If We do not perform the Plumbing Services with reasonable skill and care, You have the right to request repeat performance or, if that is not possible or done, You have the right to a reduction in price.

9.5 If We do not perform the Plumbing Services with reasonable skill and care, You have the right to request repeat performance or, if that is not possible or done, You have the right to a reduction in price.

9.6 If the Plumbing Services have been provided above the standard of performance or, if that is not possible or done, You have the right to a reduction in price. If the Plumbing Services do not relate to the Plumbing Services, You have the right to a reduction in price.

9.6 If the Plumbing Services have been provided above the standard of performance or, if that is not possible or done, You have the right to a reduction in price. If the Plumbing Services do not relate to the Plumbing Services, You have the right to a reduction in price.

9.7 If for any reason You do not accept the Plumbing Services in accordance with Your request, We will bear any and all costs. If You apply, this may be a full or partial refund of the Plumbing Services and, where a full or partial refund is agreed, We agree that You are not responsible for the method originally used.

9.7 If for any reason You do not accept the Plumbing Services in accordance with Your request, We will bear any and all costs. If You apply, this may be a full or partial refund of the Plumbing Services and, where a full or partial refund is agreed, We agree that You are not responsible for the method originally used.

10. Your Obligations

10.1 If any consents, licences or permissions are needed from any third parties such as landlords, local authorities or similar, You must obtain them before We provide the Plumbing Services.

10.1 If any consents, licences or permissions are needed from any third parties such as landlords, local authorities or similar, You must obtain them before We provide the Plumbing Services.

10.2 We may ask you to provide access to the Property before We provide the Plumbing Services, otherwise, this is Your obligation.

10.2 We may ask you to provide access to the Property before We provide the Plumbing Services, otherwise, this is Your obligation.

10.3 You will ensure that the Plumbing Services are provided at the Property at the Agreed Times to the satisfaction of the Consumer.

10.3 You will ensure that the Plumbing Services are provided at the Property at the Agreed Times to the satisfaction of the Consumer.

10.4 You may either give access to the Property at the Agreed Times to give the Plumbing Services and securely by Us, or You may give access to the Property at the Agreed Times to give the Plumbing Services and securely by Us.

10.4 You may either give access to the Property at the Agreed Times to give the Plumbing Services and securely by Us, or You may give access to the Property at the Agreed Times to give the Plumbing Services and securely by Us.

10.5 If You do not provide access to the Property or make it impossible for Us to provide the Plumbing Services, We may invoice you for the cost of the Plumbing Services incurred as a result.

10.5 If You do not provide access to the Property or make it impossible for Us to provide the Plumbing Services, We may invoice you for the cost of the Plumbing Services incurred as a result.

10.6 You must ensure that the Plumbing Services are provided at the Property at the Agreed Times to the satisfaction of the Consumer.

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11. Complaints

- 11.1 We are committed to dealing with feedback from Our customers and, while We always use all reasonable steps to ensure that Your experience as a customer of Ours is as good as possible, We nevertheless want to hear from You if You have any comments or concerns.
- 11.2 All complaints will be dealt with in accordance with Our complaints handling policy available at <<insert location(s)>>.
- 11.3 If You have a complaint about any aspect of Your dealings with Us, please contact Us by one of the following ways:
- 11.3.1 by post to <<insert name and/or position and/or postal address>>;]
- 11.3.2 by email to <<insert name and/or position and/or email address>>;]
- 11.3.3 by completing the Complaint Form, following the instructions included with the form.
- 11.3.4 by telephone to <<insert telephone number>> [and choosing option 2 when prompted.]]

12. Changing the Start Date

- 12.1 If You wish to change the Start Date:
- 12.1.1 You may, if reasonably possible agree a revised Start Date with Us;
- 12.1.2 We may agree a revised Start Date either You or We may terminate the Contract (see Clause 15).
- 12.2 If We change the Start Date, You may either:
- 12.2.1 agree a revised Start Date with Us; or
- 12.2.2 terminate the Contract (see Clause 15).

13. Cancellation

- ### 13.1 The Cooling Off Period
- 13.1.1 Where the Products are made “on Our premises”, You have a statutory right to cancel the Contract. This period begins once the contract between You and Us is formed.
- 13.1.2 For Products supplied, at the end of 14-calendar days after the Products are delivered. If the Products are delivered in instalments, the 14-calendar day period begins on the day of the final instalment; and
- 13.1.3 For Services, at the end of 14-calendar days after the contract is formed.
- 13.2 If You wish to cancel the agreement within the cooling off period, You should provide a clear statement (e.g. a letter sent by post or email to the email address specified in these Terms and Conditions) and complete the Model Cancellation Form, but You do not have to.

- 13.3 To meet the cancellation period, You must provide sufficient notice to Us in writing, which is sufficient for You to send Your communication concerning the cancellation of the right to cancel before the cancellation period expires.
- 13.4 If You exercise this right to cancel, You will receive a full refund of any amount paid to the Us in writing (including, but not limited to, the Deposit, where applicable).
- 13.5 We will refund money in the same method used to make the payment, unless You have exercised this right to cancel as a result of a cancellation without a period of 14 calendar days after the cancellation.
- 13.6 We will process the refund within a period of 14 calendar days after the day on which We are notified of the cancellation.
- 13.7 If You exercise the right to cancel, You must return the Products to Us:
- 13.7.1 We will issue a refund within the normal refund period>> and in any event no later than 14 calendar days after We receive the relevant Products (and any delivery charges if You send the Products to Us).
- 13.7.2 You must return the Products within 14 calendar days of the day on which You are notified of the cancellation to cancel and return them;
- 13.7.3 We may make a refund for loss in value of any Products supplied to You as a result of unnecessary handling by You;
- 13.7.4 Please also note that if the Products become inseparably mixed with other Products, they cannot be returned.
- 13.8 If the Start Date falls within the 14-calendar day cooling off period, You must make an express request for provision of the Plumbing Services to begin within the 14-calendar day cooling off period. [This is a normal part of the ordering process.] By making this request, You acknowledge and agree to the following:
- 13.8.1 If the Plumbing Services are completed within the 14-calendar day cooling off period, You have the right to cancel once the Plumbing Services are completed.
- 13.8.2 If You cancel the provision of the Plumbing Services after the Start Date has begun, You must pay for the Plumbing Services and return to Us any Products supplied up until the point at which You wish to cancel;
- 13.8.3 The amount of the refund will be in proportion to the full price of the Plumbing Services already provided. Any sums that have been paid for the Plumbing Services will be refunded on this basis;
- 13.8.4 We will process the refund within the normal refund period>> and in any event no later than 14 calendar days after You inform Us of Your wish to cancel.
- 13.9 Clause 14 applies to the 14-calendar day cooling off period.

14. **Cancellation**

14.1 In accordance with Clause 13 relating to the cooling off period, You may (i.e. cancel the Plumbing Services) at any time before the Start Date (insert period):

14.1.1

14.1.2

14.2 We reserve the right to terminate the Agreement before the Start Date due to the unavailability of personnel or materials, or due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, We will refund the Deposit as is reasonably possible within 14 calendar days of termination.

15. **Termination**

15.1 You may terminate the Agreement with immediate effect at any time by giving Us written notice.

15.1.1

15.1.2

15.1.3

15.1.4

15.2 We reserve the right to terminate the Agreement with immediate effect by giving You written notice.

15.2.1

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- Our n
- 17.2 If any of the events described under this Clause 17 occurs that is likely to affect the performance of any of Our obligations under these Terms and Conditions, We will:
- 17.2.1 complete the Services as soon as is reasonably possible;
- 17.2.2 suspend the Agreement will be suspended and any time period by which the Agreement will be extended accordingly;
- 17.2.3 postpone the Services when the event outside of Our control is over and reschedule the Services on new dates, times or availability of Plumbing Services;
- 17.2.4 terminate the Agreement (see Clause 15).
- 18. Liability**
- 18.1 We will not be responsible for any foreseeable loss or damage that You may suffer as a result of breach of any of these Terms and Conditions or as a result of Our negligence or damage is foreseeable if it is an obvious consequence of Our negligence or if it is contemplated by You and Us when the Agreement is entered into. We will not be responsible for any loss or damage that is not foreseeable.
- 18.2 We will maintain and valid insurance including public liability insurance for the Services.
- 18.3 We provide the Services for domestic and private purposes only. We do not make any representation that the Services are fit for commercial, business or professional purposes of any kind. We will not be liable to You for any loss or damage, including loss of business, interruption to business or for any loss of profits.
- 18.4 If We are responsible for damage to the Property or anything in it, We will make good the Property or anything in it at no cost to You. We are not responsible for any pre-existing damage to Your property that We may discover while providing the Services.
- 18.5 [Our liability for loss or damage caused as a result of Our negligence or breach of these Terms and Conditions or the Agreement by Us is limited to £<<insert amount>>]
- 18.6 We are not responsible for any loss or damage You suffer which results from Your failure to follow the instructions given by Us.
- 18.7 Nothing in these Terms and Conditions is intended to or will limit or exclude Our liability for personal injury caused by Our negligence or for fraud or intentional wrongdoing.
- 18.8 Nothing in these Terms and Conditions is intended to or will limit Your legal rights under any applicable consumer protection legislation. For more information, please refer to Your local Citizens Advice Bureau or Trading Standards.
- 19. How We Use Your Data (Data Protection)**
- We will only use Your data as set out in Our <<insert document name, e.g. Privacy Policy>>.

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22. **Law and Jurisdiction**

22.1 These Terms, the Agreement, and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and the law of [England & Wales] [Northern Ireland] [Scotland].

22.2 As a result of the above, nothing in Sub-Clause 22.1 above takes away or reduces the right of a consumer to rely on those provisions.

22.3 Any proceedings or claim between You and Us relating to the Terms, the Agreement, or the relationship between You and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by the law of that jurisdiction.

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THIS AGREEMENT is made this _____ day of _____

BETWEEN:

- (1) <<Name of Trader>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of <<insert Address>> ("the Trader")]
- (2) <<Name of Customer>> of <<insert Address>> ("the Customer")

BACKGROUND:

- (1) The Trader provides plumbing services to other customers and has reasonable skill, knowledge and experience to provide such services.
- (2) The Customer wishes to engage the Trader to provide the services specified below ("the Plumbing Services").
- (3) The Trader agrees to provide the Plumbing Services to the Customer, subject to the attached Terms and Conditions of Sale and the Customer's Agreement.

IT IS AGREED as follows:

1. The Agreement

- 1.1 This Agreement includes the attached Terms and Conditions.
- 1.2 In this Agreement, the words and expressions used shall have the same meaning as they have in the Terms and Conditions.
- 1.3 A legally binding contract shall be created when You and We sign this Agreement.
- 1.4 We confirm and You acknowledge that we have given or made available to You the following information, where such information is already available to You:
- 1.4.1 The main characteristics of the Plumbing Services;
- 1.4.2 Our identity and contact details;
- 1.4.3 The total price of the Plumbing Services including taxes or, if applicable, the manner in which it will be calculated;
- 1.4.4 The arrangements for the performance and the time by which (or within which) the Plumbing Services will be provided;
- 1.4.5 Our complaint handling procedure.

- 1.4.6 agreement, where applicable, or if this Agreement
duration or is to be extended automatically, the
ing it.
- 1.5 As r Customer Contracts (Information, Cancellation and
Addit ons 2013:
- 1.5.1 described in Clause 1.4; and
- 1.5.2 which We give to You about the Plumbing
which You take into account when entering into
n making any other decision about the Plumbing
- will b r contract with You as a Consumer.
2. **The Plumbing**
- 2.1 We v
- 2.1.1 Plumbing Services on the Start Date of <<insert
- 2.1.2 Plumbing Services by <<insert date>>;
- 2.1.3 Services during the Agreed Times of <<insert
times as You and We may agree in writing;
- 2.1.4 Services at the Property located at <<insert
- 2.1.5 Services in accordance with the specification
.2
- 2.2 The Plumbing Services is [as follows: <<insert full
provided>>] **OR** [attached].
- 2.3 The y are [as follows: <<insert full description of
R [listed in the attached specification].
- 2.4 You a ting to vary the specification from time to time.
3. **Fees and Pa**
- 3.1 You e of £<<insert sum>> for the Plumbing Services
(subj t in the Terms and Conditions). This sum may be
broke
- 3.1.1 of all sums payable>> [and
- 3.1.2 <<insert amount>>].
- 3.2 <<Ins ms due (if any) as detailed in the Quotation>>.
4. **Waiver of C**
- 4.1 By s You request Us to commence provision of the
Plum ly and not to wait for the 14-calendar day cooling
off pe e 13 of the Terms and Conditions to expire.

- 4.2 You acknowledge that You will be liable to pay Us for the Plumbing Services provided up until the point at which You inform Us of Your cancellation in Clause 13 of the Terms and Conditions.
- 4.3 You acknowledge that You have the right to cancel if the Plumbing Services are fully performed within a 14 calendar day cooling off period.

SIGNED for and on behalf of the Trade Representative
<<Name and Title of person signing>>

Authorised Signature

Date: _____

SIGNED by the Customer:
<<Name of Customer>>

Signature

Date: _____

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SCHEDULE 2

CANCELLATION FORM

To: <<trader to ins
address>>

graphical address and, where available, email

I/We (delete as ap
my/our (delete as a

notice that I/we (delete as appropriate) cancel
umbing services dated << >>.

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s)

Date: