

Terms & Conditions

1. For the purpose of these Terms & Conditions the following words shall have the following meanings:

(a) "The Company" shall mean The Sussex Plumber.

(b) "The Customer" shall mean the person or organisation for whom the Company agrees to carry out works & supply materials.

The Operative or Engineer shall mean the representative appointed by the Company.

2. The Company reserves the right to refuse or decline work at its own discretion. Where the Company agrees to carry out works for the Customer those works shall be undertaken by the designated operative of Company at its absolute discretion.

3. HOURLY RATE WORK. The Customer shall only be charged for the time spent related to the Customer's work, all other time, personal mobile calls etc. is non-chargeable.

4. Where a written quotation has been supplied to the Customer the total charge to the Customer referred to in the quotation may be revised in the following circumstances:

(i) if after submission of the quotation the Customer instructs the Company (whether orally or in writing) to carry out additional works not referred to in the estimate.

(ii) if after submission of the quotation there is an increase in the price of materials.

(iii) if after submission of the quotation it is discovered that further works need to be carried out which were not anticipated when the estimate was prepared.

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

5. The Company shall not be under any obligation to provide an estimate to the Customer & shall only be bound (subject as hereinafter) by estimates given in writing to the Customer & signed by a duly authorised representative of the Company. The Company shall not be bound by any estimates given orally or in which manifest errors occur.)

6. Invoices are expected to be paid within 7 days of issue. Invoices paid late carry an interest rate of 4% per week. However, this is applied at the sole discretion of the company and is not applied automatically.

7. Title in the Goods and materials shall not pass to the Customer until the company has been paid in full in accordance with these Terms and Conditions. Should payment not be made in accordance with these Terms and Conditions the Company reserves the right (and shall be allowed access by the Customer) to remove any Goods or materials supplied or fitted by the Company.

The cost of any damage caused by such removal will not be borne by the Company.

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

9. If the Customer cancels their instructions prior to any work being carried out or materials supplied then the Customer shall be liable for any related expenditure by the Company had the work been carried out and / or materials supplied in accordance with such instructions.

10. If, after the Company shall have carried out the works, the Customer is not wholly satisfied with the works then the Customer shall give notice in writing within 12 months to the Company & shall afford the Company, and its insurers, the opportunity of both inspecting such works, & carrying out any necessary remedial works if appropriate. The Customer accepts that if he fails to notify the Company as aforesaid then the Company shall not be liable in respect of any defects in the works carried out.

11. The Guarantee shall be for labour only in respect of faulty workmanship for 12 months from the date of completion with the manufacturer's warranty in force. The Guarantee will become null & void if the work/appliance completed/supplied by the Company is:

(a) Subject to misuse or negligence.

(b) Repaired, modified or tampered with by anyone other than a Company operative. The Company will accept no liability for, or guarantee suitability, materials supplied by the Customer & will accept no liability for any consequential damage or fault.

12. The company will not guarantee any work in respect of blockages in waste & drainage systems etc.

Work is guaranteed only in respect of work directly undertaken by the company & payment in full has been made. Any non-related faults arising from recommended work which has not been undertaken by the company will not be guaranteed.

The company shall not be held liable or responsible for any damage or defect resulting from work not fully guaranteed or where recommended work has not been carried out. Work will not carry a guarantee where the customer has been notified by the operative either verbally or indicated in ticked boxes or in Comments/ Recommendations of any other related work which requires attention.

13. Where the Company agrees to carry out works on installations of inferior quality or over ten years old at that date no warranty is given in respect of such works & the Company accepts no liability in respect of the effectiveness of such works or otherwise.

14. These terms & conditions may not be released, discharges, supplemented, interpreted, varied or modified in any manner except by an instrument in writing signed by a duly authorised representative of the Company & by the Customer. Further, these terms & conditions shall prevail over any terms & conditions used by the Customer or contained or set out or referred to in any documentation sent by the Customer to the Company; by entering into a contact with the Company the Customer agrees irrevocably to waive the application of any such terms & conditions.

15. The Company shall not be liable for any delay or for the consequences of any delay in performing any of its obligations if such delay is due to any cause whatsoever beyond its reasonable control, & the Company shall be entitled to a reasonable extension of the time for performing such obligations.

16. We reserve the right to collect unpaid debts using a Debt Collection Agency.