

Document	Applies to
Part A: General Terms	Every domestic job
Schedule 1: Repairs and small works	Reactive call-outs, repairs, minor upgrades
Schedule 2: Servicing	Annual boiler services, gas safety checks, AC servicing
Schedule 3: Installations	Boilers, heating systems, air conditioning
Schedule 4: Bathroom renovations	Full and partial bathroom projects
Appendix	Cancellation form and request to start work early

Part A: General Terms

schedule and these General Terms conflict, the schedule applies.

1. About us and these terms

- 1.1 We are YourPlumber Limited, a company registered in England and Wales (company number 06815341), with our registered office at 44a Shelbourne Road, Bournemouth BH8 8QY. We trade as YourPlumber (plumbing and heating) and YourClimate (air conditioning). In these terms, "we", "us" and "our" mean YourPlumber Limited under either brand.
- 1.2 Contact us by phone on 01202 230070, by email at info@yourplumber.co.uk, or in writing to the address above.
- 1.3 We are Gas Safe registered (number 630328), REFCOM F-Gas certified (1019560), FCA Approved (FRN 689186) and a Which? Trusted Trader.
- 1.4 These terms apply to work we carry out for you as a consumer at your home. They do not apply to business customers, landlords acting in the course of business, or developers, who are covered by our separate commercial terms.
- 1.5 These General Terms apply to every job. The schedule named on your quote or job sheet adds terms specific to that type of work. If a

2. Quotes, estimates and our contract with you

- 2.1 A **quote** is a fixed price for the work described in it. An **estimate** is our best assessment of likely cost and may change; we will tell you before the cost exceeds the estimate by more than 10%.
- 2.2 Quotes are valid for 7 days unless stated otherwise. Prices of equipment can change after that.
- 2.3 Our contract with you starts when you accept our quote or estimate verbally, or in writing (including by email, signature or online acceptance), or when you ask us to attend for reactive work and we agree to do so. If you accept verbally, we will confirm the contract, these terms and your cancellation rights in writing (usually by email) before work starts.
- 2.4 The contract is made up of these General Terms, the relevant schedule, and your quote or job sheet. If these conflict, the quote or job sheet takes priority, then the schedule, then these General Terms.

3. Your right to cancel

- 3.1 If our contract was agreed away from our premises (for example, in your home or by phone, email or online), you have the right to cancel within 14 days of the day the contract was made, without giving a reason.
- 3.2 To cancel, tell us clearly in writing or by phone. You may use the model cancellation form in the Appendix, but you do not have to.
- 3.3 If you cancel within the 14 days, we will refund any payment you have made within 14 days of being told.
- 3.4 We will not start work during the 14-day period unless you expressly ask us to, using the request in the Appendix or in another durable form. If you ask us to start early and then cancel, you must pay a proportionate amount for work done up to the point you told us you wished to cancel.
- 3.5 If you ask us to start early and we complete the work within the 14 days, you lose the right to cancel.
- 3.6 You lose the right to cancel for urgent repairs or maintenance you asked us to carry out at your home. Any additional services or goods we supply beyond what you asked for are still subject to cancellation rights.
- 3.7 Equipment made or ordered to your specification may not be returnable to the supplier. Any extra cancellation terms for installations and renovations are set out in Schedules 3 and 4.

4. Prices and payment

- 4.1 All prices include VAT at the current rate unless stated otherwise.
- 4.2 Payment is due as set out in the relevant schedule and on your quote. Unless stated otherwise, we will invoice you on completion of the work and payment is due within 7 days of the invoice date.
- 4.3 We accept bank transfer, debit card, credit card or cash.

- 4.4 If you do not pay on time, we may charge interest on the overdue amount at 4% per year above the Bank of England base rate until paid. We may also pause further work until overdue amounts are settled.
- 4.5 If you dispute part of an invoice, please pay the undisputed part and tell us promptly what you disagree with and why.

5. Your responsibilities

- 5.1 You agree to:
 - give us safe and reasonable access to the property and the work area at the agreed times;
 - provide parking for our vehicle within a reasonable distance of the property (normally within 50 metres), or tell us when you book if this isn't possible. If we have to use paid parking we will add the cost to your invoice. If permits are required, it is your responsibility to provide one;
 - tell us about any hazards we should know about, including asbestos, structural concerns, pets or vulnerable occupants;
 - provide water, electricity and gas supplies and reasonable use of facilities;
 - clear the work area of furniture and personal belongings, or let us know in advance if you need help;
 - obtain any permissions needed from a landlord, freeholder, management company or the local authority, unless we have agreed in writing to do so;
 - tell us about anything you know about that may affect the work, such as previous repairs, known leaks or hidden pipework.

6. Carrying out the work

- 6.1 We will carry out the work with reasonable care and skill, using suitably qualified engineers, and in line with current regulations and manufacturers' instructions.

- 6.2 We will try to keep to agreed dates and times but they are estimates. We will tell you as soon as possible about any delay.
- 6.3 We employ our own team of staff, but we may use carefully selected subcontractors for specialist tasks, with your approval. We remain responsible for their work.
- 6.4 If we find something during the work that could not reasonably have been seen beforehand and that affects the price or scope, we will stop and discuss it with you before going further, except where we must act immediately to make the property safe.
- 6.5 We will leave the work area clean and tidy and remove our waste, unless agreed otherwise.

7. Unsafe situations

- 7.1 If we find a gas appliance or installation that is unsafe, we must follow the Gas Industry Unsafe Situations Procedure. This may mean disconnecting the appliance, labelling it and reporting it as required. We will explain what we have found and why.
- 7.2 We will not carry out work that we reasonably consider unsafe or that would breach regulations, even if you ask us to. If we find a health and safety risk (for example, asbestos, unsafe access or a hazard in the work area), we will not start or continue work until it has been removed. If the risk has not been removed within 5 working days of us telling you about it, you must pay for the work carried out up to that point.

8. Changes to the work

- 8.1 If you want to change the work after accepting our quote, we will tell you the effect on price and timing and agree the change with you in writing (email is fine) before carrying it out.
- 8.2 We may make minor changes to materials or methods where required by law or where a specified item is unavailable, provided the

substitute is of equal or better quality and function.

9. Materials and ownership

- 9.1 Equipment and materials we supply remain our property until you have paid for them in full. Until then, you must not sell or dispose of them.
- 9.2 Risk in materials passes to you once they are delivered to your property.
- 9.3 If you supply your own parts or equipment, we are not responsible for their quality, fitness or compatibility, and our guarantee covers our workmanship only. You are responsible for ordering the correct parts and having them ready when we need them. If parts you supply are wrong, faulty or not ready and this delays the work, we may charge for the time lost at our standard rate.

10. Our guarantee and your legal rights

- 10.1 We guarantee our workmanship for the period stated in the relevant schedule. If a fault arises from our workmanship during that period, we will put it right free of charge.
- 10.2 Manufacturer warranties on equipment are provided by the manufacturer and are subject to their conditions, which may include registration and annual servicing. We will register products where stated in the relevant schedule.
- 10.3 Our guarantee does not cover faults caused by misuse, accidental damage, lack of maintenance, failure to follow our instructions, work by others, normal wear and tear, limescale or other causes outside our control, parts you supplied, or pre-existing defects in your system that are outside the work we carried out. If we find an underlying problem that caused the fault and you choose not to have it fixed at the same time, we may not be able to guarantee our work until all related faults are repaired. If you call us back under

our guarantee and we find no fault, or the problem falls within these exclusions, we may charge for the visit at our standard rate.

- 10.4 Nothing in these terms affects your legal rights. We are under a legal duty to supply services that are carried out with reasonable care and skill, and goods that are as described, of satisfactory quality and fit for purpose. For detailed information, visit Citizens Advice or call 0808 223 1133.

11. Our liability to you

- 11.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach or our failure to use reasonable care and skill.
- 11.2 We do not exclude or limit our liability where it would be unlawful to do so, including for death or personal injury caused by our negligence, for fraud, or for breach of your legal rights described in clause 10.4.
- 11.3 We are not responsible for:
- existing defects in your property or system, such as corroded pipes, weak joints or poor previous workmanship, that fail because of normal work on or near them, provided we have taken reasonable care;
 - making good decorations, tiling or finishes we need to disturb to access hidden pipework, unless included in our quote;
 - losses relating to any business you run from the property.
- 11.4 We hold public liability insurance of £5m.

12. Suspending or ending the contract

- 12.1 We may suspend or end the contract if you do not pay amounts due after a reminder, if we cannot gain access after reasonable attempts, if you seriously breach these terms, or if our engineers face abusive or threatening behaviour.

- 12.2 You may end the contract if we seriously breach these terms. Your rights under clause 10.4 also apply.

- 12.3 If the contract ends, you must pay for work done and materials ordered up to that point, less any amount owed to you.

13. Complaints

- 13.1 If you are unhappy, please contact us at info@yourplumber.co.uk or on 01202 230070 so we can put things right. We aim to acknowledge complaints within 2 working days and respond fully within 10 working days.
- 13.2 If we cannot resolve your complaint, or it has been more than eight weeks since you first complained, you may refer it to Ombudsman Services, an independent dispute resolution service. For more information, visit (<https://www.ombudsman-services.org/>)

14. Your personal information

- 14.1 We use your personal information as set out in our privacy notice at <https://yourplumber.co.uk/privacy-policy>. We may share details with manufacturers to register warranties, with Gas Safe Register to notify installations, and with building control bodies where required. If you choose to pay using finance, we will, with your consent, pass your details to the lender so they can assess your application. We may record phone calls for training and quality purposes.

15. Appointments, working hours and cancellation fees

- 15.1 Our normal working hours are 08:30 to 17:30 Monday to Thursday, and 08:30 to 17:00 on Friday, excluding bank holidays. Work outside these hours is by agreement and out-of-hours rates apply.
- 15.2 When you book, we will agree a date and an arrival window. We will do our best to arrive

within that window and to tell you if we are going to be late, but we cannot guarantee against delays.

- 15.3 Repairs, diagnostic visits and servicing: when you book, we reserve that time for you and turn away other work. You can cancel or rearrange free of charge with at least 24 hours' notice. If you cancel or rearrange with less than 24 hours' notice, or you, or your tenants, are not at the property at the agreed time and have not told us, we will charge a fixed fee of £35.
- 15.4 Installations and renovations: we do not charge a percentage of the job value if you cancel. Instead, we may charge the reasonable losses we cannot recover, limited to:
- equipment or materials ordered for your job that cannot be returned, and any supplier restocking or return fees;
 - design or survey work, where a charge for it is shown on your quote;
 - if you cancel within 7 days of the agreed start date, the engineer day rate shown on your quote for each reserved day we cannot reallocate to other work.
- We will deduct these from your deposit and refund any balance. If they come to more than your deposit, we will invoice the difference.
- 15.5 Cancellation fees do not apply where you cancel within your 14-day cancellation period under clause 3, except as clause 3 allows.

16. Events outside our control

- 16.1 Neither of us will be responsible for delays or failures to meet our obligations caused by events outside reasonable control, such as power failure, fire, flood, storms or freezing conditions.
- 16.2 If this happens, we will tell you as soon as possible and agree a revised timescale with you.

17. Other important terms

- 17.1 We may take photographs of the work for our records and quality control. We will only use them in marketing with your consent.
- 17.2 You may not transfer this contract to anyone else without our agreement.
- 17.3 If a court finds any part of these terms invalid, the rest will still apply.
- 17.4 These terms are governed by the law of England and Wales. You may bring proceedings in the courts of England and Wales.

Schedule 1: Repairs and small works

This schedule applies to reactive call-outs, plumbing and heating repairs, and minor upgrades such as replacing taps, toilets, radiators or valves.

1. **Charges.** Where the cause of a problem is known (for example, replacing a leaking tap or a faulty valve), we will provide a fixed cost for an agreed scope of services and parts where required. Where the cause is unknown, our fixed diagnostic charge applies first (see clause 3). Our current rates are on our website and are confirmed when you book. Out-of-hours rates apply outside our normal working hours (see General Terms clause 15), including weekends and bank holidays. Where it is not possible to give a fixed cost for work, and a diagnostic fee isn't appropriate, for example tracing a leak, then an hourly rate will apply that we will agree with you in advance.
2. **Fixed-price jobs.** Where we give a fixed price for a small job, that price applies instead of hourly rates.
3. **Diagnostic charge.** Where the cause of a fault is unknown, we charge a fixed diagnostic fee of £99. This covers our engineer's time investigating and identifying the cause. Once we have diagnosed the fault, we will explain what we found and give you a price for the repair before carrying it out. The diagnostic fee is separate from the cost of any repair and is not deducted from it. It is payable whether or not the fault can be repaired and whether or not you choose to go ahead. We will confirm the diagnostic fee when you book.
4. **Parts.** Where parts are not on the van, we will tell you the cost and likely lead time before ordering. If a charge applies for a return visit to fit ordered parts, we will tell you in advance. If we order special-order or non-returnable parts at your request and you then decide not to go ahead, we may charge you for them, subject to your cancellation rights under General Terms clause 3.
5. **Uneconomical repairs.** If the cost of repair is likely to approach the cost of replacement, or parts are obsolete, we will tell you and give you the option to proceed, stop, or receive a quote for replacement.
6. **Temporary repairs.** Sometimes we need to make a temporary repair to make things safe or stop a leak. We will tell you when a repair is temporary. Our guarantee does not cover temporary repairs.
7. **Existing system condition.** Older systems can contain weak joints, corroded pipework or seized valves. Working on one part can expose a fault elsewhere. We will take reasonable care, but we are not responsible for pre-existing weaknesses that fail through normal work.
8. **Blockages and drains.** We cannot guarantee that a blockage will not recur, particularly where it is caused by the drainage system's condition or by what goes into it.
9. **Payment.** We will invoice you on completion of each visit, and payment is due within 7 days of the invoice date.
10. **Guarantee.** We guarantee our workmanship on repairs for 12 months. Parts carry the manufacturer's warranty.

Schedule 2: Servicing (boilers and air conditioning)

This schedule applies to one-off boiler services, gas safety checks and air conditioning servicing. Servicing under a Service plan is covered by the separate Service Plan terms.

1. **What a service includes.** A boiler service is a visual and functional inspection of the appliance, including combustion analysis, safety device checks and cleaning where required, in line with the manufacturer's instructions. An air conditioning service includes cleaning filters and coils, checking refrigerant operating pressures, condensate drainage and electrical connections, in line with the manufacturer's instructions. The full checklist is available on request.
2. **What a service does not include.** A service is not a repair. Parts, repairs, power flushing, and refrigerant top-ups or leak repairs are not included and will be quoted separately. A boiler service covers the boiler and its flue; it does not include the wider heating system unless stated.
3. **Faults found.** If we find a fault, we will explain it and give you a price to fix it. We will not carry out chargeable repairs without your agreement, except under General Terms clause 7 (Unsafe situations).
4. **Access and flues.** We need safe access to the appliance and to inspect the flue. Where a flue is concealed in a ceiling or boxing without inspection hatches, we may not be able to complete a full safety check and will tell you.
5. **Outdoor AC units.** Outdoor units must be accessible from the ground or a safe standing position. Units needing a ladder above 2m or access equipment may incur an extra charge.
6. **Records.** We will give you a written service record. For landlords, a Gas Safety Record (CP12) is provided where requested and booked as such.
7. **F-Gas.** We will record refrigerant checks as required by F-Gas regulations and keep records for the required period.
8. **Warranty conditions.** Many manufacturer warranties require annual servicing by a qualified engineer. It is your responsibility to book servicing on time to keep your warranty valid.
9. **Cancellations and missed appointments.** Please give at least 24 hours' notice to rearrange. If we cannot gain access at the agreed time, we may charge £35.
10. **Unable to complete services.** If we are unable to complete a service, for example if your boiler has a cupboard built around it, it is inaccessible, or if the appliance has no gas or electric, then we may charge £35 for an abandoned visit.
11. **Payment.** We will invoice you on completion of the service, and payment is due within 7 days of the invoice date.
12. **Guarantee.** A service reflects the condition of the appliance on the day. We cannot guarantee that a fault will not develop afterwards.

Schedule 3: Installations (boiler, heating, air conditioning)

This schedule applies to boiler replacements, new heating systems, cylinders, and air conditioning and heat pump installations.

1. **Survey and design.** Our quote is based on our survey. If we find conditions on installation day that could not reasonably have been identified at survey (for example, concealed pipework, an unsuitable flue route, or inadequate electrical supply), General Terms clause 6.4 applies.
2. **Deposit.** We require a deposit of 30% when you accept the quote, so we can order equipment and book the installation. The balance will be invoiced on completion and is payable within 7 days of the invoice date.
3. **Cancellation after ordering.** If you have asked us to order equipment during the 14-day cancellation period and then cancel, we may deduct reasonable costs we cannot recover, such as supplier restocking fees or the cost of non-returnable items. If you cancel after the 14-day period, we may also charge for work done and for reasonable losses we incur as a direct result, as set out in General Terms clause 15.4.
4. **Electrical work.** Unless stated in the quote, the electrical supply, isolators, and any upgrade to your consumer unit are not included. Where included, electrical work will be carried out by a qualified electrician and certified.
5. **Building work.** Unless stated in the quote, we do not include building work such as core drilling through structural walls, boxing in, plastering or redecoration. Where we disturb finishes, we will leave them safe and tidy, but making good is not included unless quoted.
6. **System condition.** A new boiler may expose weaknesses in an older system, such as leaks or sludge. We recommend a system clean or power flush where needed, and it will be shown on your quote as included or optional. If you decline a recommended clean, the manufacturer's warranty may be affected.
7. **Air conditioning placement.** Outdoor units must be positioned where they can be safely accessed for servicing. You are responsible for checking whether planning permission, permitted development rules, or landlord or freeholder consent apply, unless we have agreed in writing to do this.
8. **Condensate and noise.** We will route condensate drainage to a suitable point. We will site outdoor units to keep noise to reasonable levels, but we are not responsible for neighbour complaints where the unit is installed in the position you agreed.
9. **Notification and registration.** We will notify boiler installations to Gas Safe Register (which notifies building control) and give you a Building Regulations Compliance Certificate. We will commission the system, complete the Benchmark checklist, and register the manufacturer's warranty in your name where stated on your quote.
10. **Handover.** At handover we will show you how to use the controls, and give you the manuals, certificates and warranty details.
11. **Guarantee.** We guarantee our installation workmanship for 1 year. The manufacturer's warranty on the equipment is set out in your quote and is subject to the manufacturer's conditions, including annual servicing.
12. **Removal of old equipment.** We will remove and dispose of the old equipment responsibly, including recovering refrigerant from old air conditioning units, unless you ask us to leave it.

Schedule 4: Bathroom renovations

This schedule applies to full and partial bathroom, shower room and en-suite projects.

1. **Design and specification.** Our quote is based on the agreed design and specification. Please check it carefully, including product codes, finishes, tile layout and positions of fittings, before accepting.
2. **Payment stages.** We require a deposit of 50% when you accept the quote, so we can order equipment and book the installation. The balance will be invoiced on completion and is payable within 7 days of the invoice date.
3. **Customer-supplied items.** If you supply items such as tiles, sanitaryware or furniture, they must be on site and checked by you before our start date. Delays caused by late, missing, damaged or incorrect items may be charged at our standard day rate. We are not responsible for defects in items you supply, and our guarantee covers our fitting only.
3. **Items we supply.** Items we supply will be as specified. If an item is discontinued or delayed, we will offer an equivalent alternative for your approval.
4. **Hidden conditions.** Once old fittings and finishes are removed, we may find rotten floorboards or joists, damp, failing plaster, or non-compliant pipework or electrics. We will stop, show you, and agree a price before carrying out extra work.
5. **Variations.** Any change you request after acceptance will be priced and agreed in writing before we carry it out. Changes may affect the programme.
6. **Programme.** We will give you an estimated start date and duration. These may change because of hidden conditions, variations, supply delays or access issues. We will keep you updated.
7. **Your facilities.** You will be without the use of the bathroom for part or all of the works. Please arrange alternative facilities where you have no other bathroom.
8. **Dust and protection.** We will protect floors and routes through your home and keep dust to a minimum, but some dust and disruption is unavoidable.
9. **Electrics and plastering.** Electrical work will be carried out by a qualified electrician and certified under Part P where applicable. Plastering and decoration are included only where shown on your quote.
10. **Snagging and completion.** On completion we will walk through the work with you and agree a snagging list. We will put agreed snags right within 10 working days. The completion payment will be invoiced on completion of the main works and is payable within 7 days of the invoice date; you will not hold it back for minor snags without our agreement.
11. **Curing and aftercare.** Silicone, grout and adhesives need time to cure. We will tell you how long to wait before using the shower or bath. We will give you care instructions for your products.
12. **Cancellation after ordering.** General Terms clause 3 and Schedule 3 clause 3 apply to cancellations, including the cost of bespoke or non-returnable items ordered at your request.
13. **Guarantee.** We guarantee our workmanship for 1 year. Products carry their manufacturer's warranty. Our guarantee does not cover movement or settlement of the building, or sealant that has deteriorated through normal use and needs routine replacement.

Appendix: Cancellation form and request to start work early

Model cancellation form

Complete and return this form only if you wish to cancel the contract.

To: YourPlumber Limited, 44a Shelbourne Road, Bournemouth BH8 8QY, info@yourplumber.co.uk

I hereby give notice that I cancel my contract for the supply of the following service:

Quote or job reference	
Ordered on	
Name	
Address	
Signature (only if this form is sent on paper)	
Date	

Request to start work within the cancellation period

You have 14 days to cancel this contract. If you would like us to start work, or order equipment, before the 14 days have ended, please confirm below.

I ask YourPlumber Limited to begin work (and order equipment) before the end of my 14-day cancellation period. I understand that:

- if I cancel after work has started, I will pay for the work carried out up to the time I tell you I wish to cancel;
- if equipment has been ordered at my request, I may be charged for costs that cannot be recovered from the supplier;
- if the work is fully completed within the 14 days, I will lose my right to cancel.

Quote or job reference	
Name	
Signature (only if this form is sent on paper)	
Date	