

Terms & Conditions

Definitions:

The Company, We, Us - means David A. Farrer Limited, registered company no: 04218436, Registered office: Kendal LA9 4JB. Tel: 01524 423773 and also covers all employees thereof. The Customer, you, - means the person who agrees to the work being undertaken by the Company and the person who undertakes to pay the bill. Services - means the work undertaken for the customer. Products - means plumbing, heating or electrical appliances which the customer agrees to buy from the company. Materials - means items such as pipe, insulation, couplings etc. Price - means the price of the goods excluding VAT and any carriage, packing and insurance costs.

1. General description of business

The Company offers basic, domestic plumbing (water based) to current British Standards and codes of practice and domestic gas services to current gas safety installation and use regulations (1998) as accredited through the Approved Code of Practice (ACS) and the GAS SAFE REGISTER.

2. Conditions

- 2.1 These conditions shall form the basis of the contract between the Customer and the Company in relation to the sale of good and supply of Services, to the exclusion of all other terms and conditions which the Customer may purport to apply under any purchase order or confirmation of order or any other document.
- 2.2 All orders for Products or Services shall be deemed to be an offer by the Customer to purchase Products or Services from the Company pursuant to these conditions.
- 2.3 The offer of Products and Services by the Company does not constitute acceptance of the Customers order. The Company reserves the right to refuse to supply Products or Services at their discretion.
- 2.4 Acceptance of delivery of products and acceptance of Services carried out shall be deemed to be conclusive evidence of the Customer's acceptance of these conditions.
- 2.5 These Conditions may not be varied except by the written agreement of the Director of the Company.
- 2.6 These Conditions represent the whole of the agreement between the Company and the Customer. These supersede any other conditions previously issued.

3. Price

- 3.1 The price shall be determined by the engineer attending the Customer in accordance with the Company's current price list including a diagnostic fee. or
- 3.2 The price shall be determined by the quote (a quote is valid for 30 days) supplied to the Customer by the Company providing that all Products, Materials and Services outlined in the estimate have been supplied. The Company will charge separately for any additional Products, Materials or Services supplied to the Customer, which are not detailed on the quote. Any deviation from or extras to the estimate may, at our discretion, invalidate the estimate. We will then base our invoice on day work plus materials.
- 3.3 The price is exclusive of VAT, which shall be due at the rate in force on the date of the Company's invoice.

4. Payment, charges and Interest

- 4.1 A payment of 50% may be due upon delivery of the goods to the work address. This payment is non-refundable once goods have been installed.
- 4.2 Payment of the Price and VAT shall be due at the time of the work being completed unless authorised by an employee of the Company wherein the Price and VAT will be due within 30 days of the date of the Company's invoice. We may, at any time ask you for a stage dr'w payment.
- 4.3 The Company reserves the right to charge interest on overdue invoices which shall accrue from the date when the payment becomes due calculated on a daily basis until the date of payment at the rate of 8% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgment.
- 4.4 The Company reserves the right to charge an administration fee on overdue invoices to cover administration of the debt. The administration fee will be from a minimum of £30.00 and up to the full amount of any costs incurred in the collection of the debt in addition to interest to date of payment.
- 4.5 The Customer shall pay all accounts in full and not exercise any rights of set-off or counter claim against invoices submitted by the Company.
- 4.6 The Customer will be liable for all collection costs including county court fees, and collection agency fees.
- 4.7 The responsibility for payments/instalments to Credit agreements brokered by the Company remains between the Customer and the Finance company.

5. Products

- 5.1 The quantity and description of the Products shall be as set out in the Company's quote or estimate.
- 5.2 The Company reserves the right to substitute any product for one of equal or better quality at any time. The Company will make every effort to inform the Customer of any substitution of Products before the day of installation/delivery. The Company takes no responsibility for their inability to inform a Customer of a change/substitution where the Customer is unavailable at the address provided by them or by phone on the telephone number provided by them during normal office hours of 9.00am to 5.30pm, Monday to Friday.

6. Services

- 6.1 The services provided by the Company are subject to the relevant British Standards, Codes of Practice and gas safety installation and use regulations (1998), which are current at the time of the work being undertaken.
- 6.2 The Company reserves the right to use its professional judgement in the undertaking of any services offered to the Customer where the Customers wishes directly or indirectly contravene current Health and Safety regulations, British Standards and codes of practice and gas safety installation and use regulations (1998) or where the Customers wishes contravene a Manufacturers instructions.
- 6.3 By allowing the Company to work for them, the Customer accepts the professional judgement of the Company where repairs, parts, products, services and materials are concerned. Where judgement is debated the Company will only accept the direction of a universally recognised authority such as HSE or the GAS SAFE REGISTER but not another trader/company.
- 6.4 The customer accepts that time involved in travel to obtain parts /materials to complete work/repair is a chargeable at the basic hourly rate as outline in the Company's current price list, however it is at the Company's discretion to waive this fee.

7. Warranty

- 7.1 The Company warrants that the Products and Materials will at the time of delivery correspond to the description given to the Customer by the Company in the estimate. All other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Products and Materials as supplied by the original manufacturer are excluded.
- 7.2 The Company warrants that the Services provided by them will be effective for a term of no less than three months (for repairs) and up to two years (for certain boiler installations) as detailed in the Company's estimate to the Customer. See list below:
- 7.3 New boiler/ Central Heating installation – full 2 year warranty from installation*. Selected Vaillant boilers up to 5 years* (*provisional upon annual service by David A Farrer Ltd)
- 7.4 Appliance repair with new parts - warranty for 6 to 12 months dependant upon manufacturers parts warranty from date of Company invoice.
- 7.5 Appliance repair with second hand parts (Customer informed and agrees to use of second hand part) - warranty 3 months from date of Company invoice.
- 7.6 Any other Service such as installation of bathroom, shower, washing machine etc (excluding Products which are covered by Manufacturers individual warranties) - warranty for 12 months against faulty installation.
- 7.7 All warranties/guarantees offered by this Company are null and void until payment is received in full and title has passed to the customer.

8. Title and Risk

- 8.1 Risk shall pass on delivery of the Products and Materials to the Customer's address.
- 8.2 Notwithstanding the earlier passing of risk, title in the Products and Materials shall remain with the Company and shall not pass to the Customer until the amount due under the invoice for them (including interest, carriage, VAT and costs) has been paid in full.
- 8.3 The Company may at any time before title passes and without any liability to the Customer repossess and dismantle and use or sell all or any of the Products and Materials and by doing so terminate the Customers right to use, sell or otherwise deal in them and for that purpose (or determining what if any Products and Materials are held by the Customer and inspecting them) enter any premises of or occupied by the Customer.
- 8.4 The Company may maintain an action for the price of any Products and Materials notwithstanding that title in them has not passed to the Customer.

9. Complaints

- 9.1 The Customer must make the Company aware of any faults or discrepancies with any Services, Products or Materials supplied within 30 days of the Company's invoice date.
- 9.2 The Company will attend the Customer with regard to any faults or discrepancies within 30 days from the date of the complaint being made. In event of a complaint the Customer must allow the Company a reasonable time in which to return to the Customer in order to rectify the problem. The term 'reasonable time' will be deemed as being within 24 hours for problems which may be deemed to cause a significant risk to Health and Safety, up to 7 days for problems relating to the fundamental operation of a Product or Materials and up to 30 days for cosmetic defects though we aim to return within 3 days.
- 9.3 The Customer will not employ any other tradesman/company for the purpose of rectifying any fault associated with the Services, Products or Materials as supplied by the Company without the express permission of a director of the Company.
- 9.4 No claim, invoice or demand for payment relating to work by another tradesman/company for remedial work as detailed above will be entertained by the Company unless the Company failed to attend the Customer in the 'reasonable time' allowed as listed above or unless authorised in writing before the work was commenced by a director of the Company.
- 9.5 Cancelling a cheque/payment. If you cancel a cheque/payment after it has been cashed/banked you are breaking an agreement to pay, the company then have a valid legal claim against you. You must inform the company of any fault or discrepancy as per 9.1 allowing 14 working days (to allow for post, holidays etc) for someone to contact you before taking any further action. If you cancel a payment within 14 days without company authorisation, you will be charged a minimum £15 return funds fee. Please speak to us first before you take any action. Most problems can be easily resolved. Please allow us a reasonable amount of time to answer your query. These terms do not affect your statutory rights.