

PLUMBING ON DEMAND LIMITED ('PODL')

Terms and Conditions of Business – 2025

1.0 In these terms and conditions (which are referred to in this document as “these terms”), the “Customer” means the customer for whom the works are to be carried out by PODL, and the “company” means PODL.

“Contract” means the agreement between the Customer and PODL to carry out the works of which these terms form a part and

“Works” means the works described in the PODL estimate or any other document or email issued by the company, as may be varied by agreement in writing between the parties.

For the purposes of these terms, “in writing” includes by email and any document which is set out in a hand held device and any signature on a hand held screen shall be treated as in writing.

Acceptance Of Works

2.0 The company reserves the right to refuse or decline any work at its own discretion. Where the company agrees to undertake works for the customer, this will be done so by authorised representatives of the company only.

Call Out Fee & Charges

3.0 The company charges a minimum 1 hour call out fee (currently £90 plus VAT) for all appointments, regardless of work carried out. This includes work quoted on an hourly rate, or fixed price work. If for any reason we are unable to carry out works during attendance, the minimum 1 hour call out fee would still be payable for our attendance, plus the cost of any additional labour time over the first hour, and parts/materials if used.

3.1 All charges are subject to VAT at the prevailing rate.

Estimates And Fixed Price Work

4.0 Any estimate supplied by the company is subject to withdrawal at any time before receipt of an unqualified acceptance from the customer, and shall be deemed withdrawn unless it has been accepted within 14 days from its date.

4.1 Unless otherwise specified, all estimates provided are done on an ‘as is’ basis, and are not a fixed price quotation or firm price. The estimate will set out the likely minimum costs involved based on a visual inspection by the company and/or details supplied by the customer. The final price will be calculated based on the original estimate and in accordance with the company’s standard rate card applicable at the time of works being carried out, and may be increased above the estimated price. The company’s standard rate card can be viewed at: www.plumbingondemand.org.uk

In addition, the company reserves the right to increase the price prior to any works being carried out, equivalent to the increase of cost to the company including additional materials, labour, equipment hire and transport since the date of the provided estimate (either done so in writing, email or orally), unless the final price exceeds the estimated price by more than 10%, by which the customer may cancel the contract provided it does so prior to any works commencing (including the order of materials or equipment hired).

4.2 Any estimate provided by the company may be revised in the following circumstances:

4.2a If after the submission of the estimate by the company, the customer instructs the company (whether in written or orally) to provide additional works or services not referenced or detailed within the estimate.

4.2b If following the submission of the estimate by the company, there is an increase in the cost of materials to be supplied.

4.2c If following the submission of the estimate by the company, it is discovered further works and services need to be carried out which had not been anticipated.

4.2d If following submission of the estimate or works carried out, it is discovered that there was a manifest error when the estimate was prepared.

4.3 The company reserves the right to make a charge for the sourcing and/or collection and/or delivery of materials, parts and equipment from any supplier, except for works where an estimate has been provided beforehand. If the collection of said materials takes part whilst the company is on site, the time taken for this will be treated as part of the works, and charged at the applicable rate.

4.4 The company will not be under any obligation to provide an estimate to the customer. The company will only be bound to estimates provided in writing to the customer, which have also been signed by an authorised representative of the company. The company will not be bound to any estimates provided orally.

4.5 The customer will reimburse the company for any and all expenses incurred (including labour, materials and equipment hire) upon acceptance of an estimate which is subsequently cancelled by the customer.

Prices And Payment

5. Any prices or rates advised are subject to VAT at the prevailing rate.

5.1 All invoices are due for payment within 7 days of completion of works / delivery to the customer.

5.2 All appointments made for works to be carried out (including fixed price works and estimates) with the company are done so with payment due within 7 days of completion / delivery of invoice.

5.3 Where any services or works provided by the company are subject to snagging, the customer agrees to make payment of 95% of the total invoice amount immediately following completion of works. The customer must then provide the company access without delay to allow the snagging to be finalised and completed. Payment for the remaining 5% balance will be due following completion of the snagging by the company, or within 14 days of the invoice date should access not be made available – whichever is sooner.

5.4 Where the customer is represented by a third party person(s) or agent(s) (such as a managing agent, landlord, tenant or other occupier, friend, family, contractor or other representative), in the event of non-payment by the customer, the third party will be responsible for full payment unless the company has agreed otherwise in writing prior to any works commencing.

5.5 Any late payments whether in part or in full of an invoice to the company, will be subject to the daily interest rate of 3% over the base rate, until the payment in full is received by the company.

5.6 The company will be under no obligation to provide or issue any guarantees, certificates or other similar documents to the customer for works, unless payment has been made and received in full.

Inspection, Delivery And Completion Of Works

6.0 The company will advise the customer of the date and time for works to be carried out. The company will always endeavour to ensure they maintain this schedule and that their operatives attend at the agreed time. However, the company accepts no liability in respect of late/non-attendance at any site, or for the late/non delivery of any equipment or materials. All times provided by the company are estimates only.

Indemnity

7.0 The customer shall indemnify the company against any and all actions, claims, demands, suits, losses, costs, expenses and charges which the company may suffer or incur in connection with a claim by a third party, resulting from a breach of the customer's obligations, undertakings and representations and warranties in connection with this contract.

Limitation Of Liability

8.0 The company's liability shall be limited to:

8.0a the repair or making good of any defect pursuant to its undertaking in paragraph 9 below.

8.0b liability for personal injury or death resulting from negligence in the course of carrying out the company's duties.

8.0c the reasonable costs of repair or reinstatement of damage or any loss to the customer's property, should this result from the negligence of the company or its employees, agents, franchisees or sub-contractors, and the customer incurs such costs.

8.1 The company will not bear any responsibility for any damage suffered to a part of any property where the damage is in whole or in part a consequence of a defect or weakness in that part of the property.

8.2 The company will not bear responsibility or liability for damage caused whilst investigating and repairing any plumbing, gas or drainage work, including blockages. This includes but not limited to; the removal of bathroom suites, panels or furniture, tiles and tiling, floor coverings (carpet, rugs, laminate, wood, tiles etc), internal and external walls where pipework is/has to be routed.

8.3 If damage to plaster and brickwork is caused it will be the customer's responsibility to make good. We cannot accept responsibility for any damage to wallpaper, paintwork, tiles, carpet, furniture etc. Any silicone work does not carry any guarantee.

8.4 It is the responsibility of the customer to protect items of furniture, furnishings, fixtures and fittings. We will make reasonable efforts not to cause damage.

Defects

9.0 Subject to paragraph 8.1 and the exclusions listed below, the company undertakes to make good and repair any defect in completed work, which appears within six months of the complete date of the

same, to the extent that such defect arises from the breach of the company's obligations under this contract.

All defects must be notified to the company by the customer in writing within this period, and the company and its insurers must be provided the opportunity to inspect the work and any alleged defect.

This inspection shall only apply to work carried out and completed by the company that has been paid in full by the customer.

Following the inspection if it transpires the alleged defect is not the result of any work or service carried out or provided by the company, the company reserves the right to make a charge to the customer for the inspection visit at its standard rate.

The company reserves the right to not carry out any work where the customer cannot provide sufficient evidence that the work was originally carried out by the company, or where full payment has not been received for said work.

Exclusions are:

9.0a Any parts or materials supplied by the company will only be provided with the manufacturer's or supplier's guarantee, and are not guaranteed by the company

9.0b Any systems or structures which have not been installed by the company

9.0c Any defects resulting from the misuse, wilful act or faulty workmanship by the customer or any other third party working for or under the direction of the customer.

9.0d Any structural defects, such as but not limited to subsidence and its resultant effect.

9.0e Any damage to drainage systems caused by any outside force or root penetration.

Permits, Licenses, Regulations And Other Consents/Access

10.0 It is the customer's duty to ensure suitable permission, permits, licenses and all other consents from the owner/landlord/agent/organisation, and/or planning permission if necessary is obtained prior to installation work carried out by the company. The company will not be held responsible for any damage to the property (such as fixings, holes etc.) if this has not been obtained, and in the event of equipment supplied or installed requiring removing or re-positioning, extra charges will be incurred.

The customer shall provide clear access to enable the company to undertake the works, and will make all the necessary arrangements with the proper persons or authorities for any traffic controls and signals required in the connection with carrying out the works.

The customer shall obtain permission for the company to proceed over property belonging to neighbours or third parties if this is necessary. The customer shall indemnify the company in all aspects of claim from neighbouring/third party properties arising out of the presence of the company or its employee's/representatives.

In the event that the company attends an appointment and is prevented from obtaining clear access to undertake the works, the company reserves the right to charge its minimum call out fee (currently £80 plus VAT).

10.1 The customer will at all times ensure the environment is safe for the company and its employees/representatives for the purpose of carrying out the works.

10.2 Where applicable to drainage works and services, the customer shall provide the company, if possible, a plan of the drain layouts. If this is not available, the company reserves the right to make additional charges at the applicable rate if blockages occur in drains not covered or identified by the customer.

Force Majeure

11.0 The company will use all reasonable efforts to carry out and complete the works on time, but shall not be liable to the customer or any third party if the works prove impossible due to events or circumstances beyond the company's reasonable control.

Cancellation

12.0 If the customer cancels any contract with the company, without the company's consent, the customer agrees to indemnify the company against any and all loss, damage, claims or actions arising as a result of such cancellation, unless otherwise agreed in writing.

Frozen Pipes

13.0 The company will not be liable for any fractures found in frozen pipes attended by the company, and cannot guarantee to clear blockages occurring within frozen pipes or drainage systems.

Guarantees

14.0 Any guarantee provided by the company shall be for labour only, in respect of faulty workmanship from 12 months of the date of completion. Any parts, equipment or components supplied by the company will be covered by their respective manufacturer's warranty.

The company's guarantee will become null and void if the work/appliance completed/supplied by the company is:

- Subject to misuse or negligence

- Repaired, tampered with or modified by anyone other than a company operative/representative. The company accepts no liability for (or guarantee suitability for) materials supplied by the customer or other third parties, and will not accept liability for any damage or faults as a result.

14.1 The company is unable to guarantee any work in respect of blockages in waste and drainage systems.

14.2 The company is unable to guarantee any work which has been undertaken on instruction by the customer, against the company's advice/recommendations.

14.3 The company will only guarantee work directly undertaken by the company and its employees. Any work carried out on behalf of the company by agents or sub-contractors will be guaranteed under their own respective policies.

14.4 The company will not be liable or responsible for any damage or defect arising from work not fully guaranteed or where recommended work has not been carried out.

14.5 The company will not guarantee work where the customer has been notified either verbally or in writing by the company of any related work which requires attention.