

terms and conditions

1. For the purpose of these terms and conditions, the following words shall have the following meanings: "us/we" shall mean Macnab Plumbing Limited; "you" shall mean you: the customer (the person or organisation for whom we agree to carry out works and/or supply materials) and "our representative" shall be the person we send to you to do work.
2. Jobs on an hourly rate. The total charge, to you, will be the time spent by our representative doing the work. It will include all reasonable time spent in obtaining materials. Waiting time maybe charged if customer-supplied goods fail to arrive on site in time, and/or we reserve the right to leave site.
3. Key collection and returning to estate agents will incur a cost of £40 plus VAT.
4. Parts and materials supplied by us will be charged at a trade price plus a 10% handling charge. This is non-negotiable.
5. Collecting materials for your job. We try to minimise collection of materials by carrying everyday stock items. If we do need to collect materials, we will try to keep the time to a minimum. If the time spent is likely to be more than 45 minutes you will be informed before our representative leaves site. You have the right in this instance to reschedule or cancel the appointment. The time already spent on site will be due for payment. Only one person at a time will leave site.
6. Fixed Price Work. Quotes will include labour and materials inclusive of VAT at the prevailing rate. Quotes may need to be revised if you change specification or the scope of the works, if there is an increase in cost of materials, or if further works need to be carried out to complete the job. If it is impossible for us to do the work for the previously quoted fixed price, we will give you a revised quote for the work.
7. Fixed Price Work. Deposits of up to 50% may be required before works commences. For larger jobs a payment schedule will be drawn up to be agreed by both parties prior to commencement of works.
8. Macnab Plumbing Ltd reserves the right to withdraw from site if the contract payment schedule is not adhered to. Title and ownership of the materials and equipment will not pass to the client until final payment has been made. Any materials can be recoverable by Macnab Plumbing Ltd in the event of non-payment. The client agrees to allow access to site for this purpose.
9. Invoices are payable immediately at the end of each completed job. Invoices unpaid (in total or in part) will carry interest at 3% over the company's bank base rate while any payment remains outstanding. Furthermore, we reserve the right to charge a late payment administration charge of £25.
10. Time Keeping. We will make every effort to attend each job at the time and date agreed with you according to our standard terms and conditions of sale. However, we cannot accept any liability for either arriving late or not at all and for the late delivery or failure to supply materials.
11. You personally will be deemed to be our customer unless it is made clear to us who the customer is and we have written confirmation that you have the right to instruct us on their behalf. Instructions for work at rented properties must have the full consent of the landlord or a nominated representative, or else we reserve the right not to attend or to charge a call out fee and leave site.
12. If you instruct us to buy materials and then you cancel for any reason, we reserve the right to charge you for the materials and our handling charge. Charges will be those of our normal terms and conditions. The ownership of responsibility of the goods will then pass to you upon full payment.
13. Guarantee. We have a twelve months' guarantee period of our labour and the duration of the manufacturer's guarantee for all parts or equipment supplied by us. If you are not satisfied with our work, you must contact us, in writing and recorded post, within twelve months of finishing the work and let us come and inspect the work and perform any necessary remedial work at our expense, also agreeing to let insurers inspect any works carried out by us. You agree that if you do not contact us within twelve months we shall have no liability. After this time it is possible you could reply on your consumer rights as per Consumer Rights Act 2015.
14. Things we cannot cover. We are unable to guarantee our work, parts and equipment supplied to you: if they are misused, treated negligently or if our work is repaired, modified, altered or tampered with by anyone other than us. Where we carry out works for you using your materials we can take no responsibility for the quality, fitness for purpose or otherwise of these materials so we cannot accept responsibility for them. We reserve the right to not use your materials and leave site and levy any relevant charges.

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15. We cannot guarantee work where you order us to carry out work against the advice of our operatives and/or current regulation. This advice will be given to you orally, or if you prefer, in writing. Our guarantee is also void if we indicate that further works need to be carried out, and are not sanctioned.
16. We cannot guarantee (because of its nature) any work to unblock wastes, drainage-pipes or frozen pipes. Nor can we guarantee further damage or defects caused by work that is not fully guaranteed or where recommended work has not been performed.
17. We cannot guarantee work on existing installations that are either inferior, substandard or over 10 years old nor can we guarantee the effectiveness or otherwise of our work in these cases. We will endeavour to alert you or the nominated responsible person to any potential problems as soon as they manifest themselves.
18. We will only be liable for rectifying our own work. We shall not be held responsible for any ensuing damage or claims resulting from this or other work overlooked, or subsequently requested, and undertaken at that time.
19. We shall be admonished from all liability if you choose to employ, or otherwise, a third party to remedy or attempt to rectify any problems borne of our workmanship and/or materials supplied by us, in the initial guarantee period.
20. We shall not be held liable for any delay or consequences of any delay in performing our obligations if such a delay is due to any cause beyond our reasonable control and we shall be entitled to reasonable time extensions.
21. We shall be entitled to recover the costs or damages from any person or contractor whose negligence or faulty workmanship makes us liable to pay for those damages or rectification of work.
22. Gas. You will be solely liable for any hazardous situation in respect to the current gas regulations or any Gas Warning Notice issued. Our representatives operate under their own Gas Safe Register registration and are therefore solely liable for any gas work and its subsequent liability. Gas Safe Register registration covers gas work only.
23. We reserve the right to refuse or decline to undertake any work.
24. Unless specifically noted in the contract, radiators will not be removed for decoration. If you wish radiators to be removed the additional cost of employing a plumber will be incurred.
25. We reserve the right to photograph/video elements of the work as it progresses.
26. We reserve the right, at our absolute discretion, to choose who will represent us.
27. Title to Goods. Goods supplied and delivered by us to you, or your premises shall remain our property until paid for by you in full. Whilst goods remain our property (we continue to have title over them) we have the absolute authority to retake, sell or otherwise dispose of all or any part of these goods. At any time and without notice we shall also be entitled to enter any premises in which our goods, or any part of them, are installed, stored or kept or it is reasonably believed to be so. We shall be entitled to seek a court injunction to prevent you from selling, transferring or otherwise disposing of such goods. However, the risk in the goods will pass to you on delivery to you. You must insure them at replacement value, and if asked, you must produce evidence that they are properly insured.
28. These terms and conditions may not be released, discharged, supplemented, interpreted, varied or modified in any manner except by an instrument in writing signed by our duly authorised representative and you. Our terms and conditions shall prevail over any terms and conditions used by you or contained, set out or referred to in any documentation sent to us by you. By entering into a contract with us, you agree irrevocably to waive the application of any of these terms and conditions.
29. These terms and conditions and all contracts awarded between us and you shall be governed and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the English Law.