

Terms & Conditions

1. For the purpose of these terms and conditions the following words shall have the following meanings:
 - a) “Us/we” shall mean Platinum Plumbing.
 - b) “You” shall mean you: the customer (the person or organisation for whom we agree to carry out works and/or supply or materials)
 - c) “Our representative” shall be the person we send to you to do work.
 - d) By asking us to attend a property you are accepting our terms and conditions
2. Jobs on an hourly rate.

The total invoiced to you will be the sum of the chargeable time spent by our representative (the minimum charge is one hour) attending your premises to undertake the agreed work (which may be just a diagnosis or step-by-step investigation to determine the nature of the problem and may not take a full hour) and the cost of any provided parts plus any congestion charge/parking costs. The time invoiced will include all reasonable time spent in obtaining materials. Parts and materials supplied by us will be charged at the trade price plus 30% handling charge. VAT is chargeable on the total invoice price (the sum of all of these costs, including our charges and expenses).
3. Collecting material for a job

we do need to collect materials, we will always try to keep the time to a minimum. If the time is likely to be more than 45 minutes you will be informed before our representative leaves the job. Only one person will collect parts at a time.
4. Fixed Price work.

Estimates will include labour and materials. Costs incurred for travelling (congestion charge) and parking will make up a part of the total fee that we invoice for our services. VAT is payable on the total of the estimate, as this is the inclusive price for our service. Estimates may need to be revised if you change the scope of the work, if there is an increase in the price of materials, or if further works are deemed necessary. If it is impossible for us to do the work for the agreed estimated price, we will provide a free estimate for the additional work, so that you can choose to use us or not. If you decline, there will be no charges payable by you. Where a job requires forms to be completed (eg insurance for large-scale works), this will be charged (in addition to any estimates given) at our standard hourly rate
5. Invoices/Payment.

Unless otherwise agreed, we require payment of any outstanding balance within 24 hours of us leaving the premises. If you do not pay in full within the 24 hours, you will be liable for an administration fee of £25+VAT. We reserve the right to request full payment for fixed-price works in advance. With the exception of liability claims, we do not renegotiate or refund completed jobs. After one month, unpaid invoices may result in Platinum Plumbing making a case to the County Court. We will hand over debtors’ details to debt collectors after two months, incurring additional charges.
6. 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 condition 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.

7. The person who has contacted us to book in a job will be deemed to be our customer, unless it is made clear to us who the actual customer is. Tenants must provide us with confirmation that he/she has the right to instruct us on behalf of the property owner, or the tenant will be liable for payment on completion. When engineers are on site, unless notified in advance by the actual customer that any potential issues need to be communicated to a particular person (ideally the actual owner/customer) who is not on site, this person must be available to speak to the engineer during his visit. If this notified person is not available, the engineer will deal with any person that is considered to be relevant (family member/tenant); if this person cannot or will not make the necessary decision, the engineer will make a determination of the best course of action or leave the job in a safe manner and the remainder of the job can be re-booked at a future date as a new job.
8. If you instruct us to do works or buy materials and then cancel, we reserve the right to charge you for the cost of any time and materials incurred by us. Charges will be those of our normal terms and conditions.
 - 8a) We require 50 per cent of the total cost of any estimated works to be paid before commencement and we reserve the right to request payment in full in advance at our discretion.
 - 8b) Appointments that need to be cancelled must be notified to us by telephone and, at latest, by the end of our normal office hours (5.00pm M-F) on the working day before the scheduled appointment, or we reserve the right to levy a one hour charge for our engineer's time. Cancellations made further in advance should also be by telephone and acknowledgement received from us so that you are not left liable to be charged
 - 8d) Once major works (more than one full day or involving two or more of our engineers/craftsmen) have been scheduled, if you cancel or reschedule the agreed start time within 24h of commencement, we reserve the right to make a charge of £750+VAT. Note that it is the landlord or owner's responsibility that residents/tenants are aware of and have agreed to allow access to enable works to take place
9. Guarantee.

We have a twelve month non-transferable guarantee period for our labour. If you (the customer who commissioned the work) are not satisfied with our work, you must contact us, in writing, within 6 months of finishing the work and let us come and inspect the work and carry out the necessary remedial work at our expense. You agree that:

 - 9a) If you do not contact us within 6 months we shall have no liability.
 - 9b) Our insurers may inspect any works carried out by us.
 - 9c) If we have not received payment within 14 days, then you void all guarantees.
 - 9d) We only guarantee our work not the parts supplied. We always endeavour to supply top quality parts.

This guarantee does not affect your statutory rights.
10. Things we cannot cover.

We take no responsibility for obtaining the relevant planning consents and for arranging for building control inspections. This is solely the responsibility of the client and/or their architect/project manager (or other client nominated appointee)

We are unable to guarantee our work, or any parts and equipment supplied to you:

 - 10a) If parts or equipment are misused, treated negligently or if our work is modified or tampered with by anyone other than us.
 - 10b) We don't guarantee stopcocks – we take no responsibility if this should fail after we've needed to turn the water supply on/off – unless we have installed it – and then

only for 6 months

10c) Where we carry out works on your behalf, using materials that you have supplied, we're not able to establish provenance, quality, fitness for purpose or otherwise of these materials, so we cannot stand by their suitability, efficacy or durability.

We cannot guarantee:

10d) Work where you order us to carry out work against the advice of our representative. This advice will be given to you either orally, or in writing. Our guarantee is also void if we indicate that further works need to be carried out and this is not done.

10e) (Because of its nature) any work to unblock waste or drainage pipes. Nor can we guarantee further damage or defects caused by work that is not fully guaranteed or where recommended further work has not been carried out.

10f) Work on existing installations that are either inferior or more than 10 years old nor can we guarantee the effectiveness or otherwise of our work in these cases.

10g) Unless otherwise indicated, estimates are plumbing-only and do not include any building work, redecoration or making good. Although care will be taken, we cannot be held responsible for any floor coverings that we need to lift, or cupboards that we need to modify/dismantle, or any consequential damage that arises while gaining access to the areas where works are required.

11. Liability

11a) We will only be liable for rectifying our own work and 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.

11b) 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.

11c) Inadvertent errors or omissions that occur in connection with estimates and invoices shall not constitute a liability provided that any such error or omission is corrected as promptly as commercially practicable after discovery.

11d) The steps that we will take to deal with client-assessed liability issues after a job is complete are as follows:

i) If you believe that we have not done the work that we set out to do in the correct manner or have caused consequential problems through our actions, we will arrange with you to come and investigate the problem at the earliest possible opportunity.

ii) This will be a CHARGEABLE visit, at a cost of our hourly rate (1 hour minimum charge), to be paid for in advance for our engineers' time, to attend the site and discuss the issues that you wish to raise and investigate your claims.

iii) If it is found that the problems have been caused by negligence or as a consequence of our actions, we will endeavour to put matters to right at our expense and refund you the cost of the investigating visit as well, subject to our terms and conditions.

iv) If we discover that the issues raised are not due to our actions during previous call-outs, we will provide an explanation of what the current issue is and an estimate for the cost of putting it right.

v) If the issue is due to a misunderstanding of the instructions that you received from our engineer or tradesperson at the time, then this will be a chargeable visit.

12. We may take photographs on site, before during and after works are complete. These may be used on our database (please see our Data Protection Policy below) for our records, or may be used, without identifying details, on our website or promotional material, to show examples of the work that we do.

13. 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.
14. We reserve the right to refuse or decline to undertake any work.
15. We reserve the right, at our absolute discretion, to choose who will represent us.
16. 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.
17. 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.

Privacy and Data Protection Policy

At Platinum Plumbing, we are committed to safeguarding your privacy. Our privacy policy covers the collection, use and disclosure of personal information that we collect from you when you contact us. This information is only that required by us and/or any partner/associated companies in order to provide you with the products, services, estimates or information you have requested or may require.

Platinum Plumbing will only use the information that we collect about you lawfully and will keep it secure in accordance with the Data Protection Act 1998, the EU General Data Protection Regulation (GDPR), and any subsequent legislation (data protection laws), as amended or supplemented by law or regulation from time to time.

This policy has been put in place to protect your rights under the data protection laws, and it is important that you understand what we will do with your data and that you are happy with this. If you want to discuss any matter relating to how your data is used, please contact us. In some cases we may be obliged to ask that a formal request be submitted in writing.

Data Collection

We collect the personal information from you in order to: identify you when you contact us; provide you with the services requested; contact you occasionally with information we believe will be of interest or of benefit to you such as offers or newsletters, provided by Platinum Plumbing.

Where required by law or a legal obligation, we may, if necessary, share your data with the appropriate authorities, for example, to prevent the commission of an offence or to facilitate its investigation.

You, as the data subject, may change your preferences or request deletion of your data at any time, subject to any overriding legal requirement for its retention, such as the need, where appropriate, to retain details pertaining to unpaid invoices or for HMRC enquiries. Changes

to the personal information or data preferences that we hold about you may inhibit or limit the way in which Platinum Plumbing is able to interact with you. We may keep such data on a 'suppression list' so we know not to contact you or process your data in future until further notice

You may request a copy of personal information that we hold about you. Any such request must be submitted in writing. A small fee may be payable if an information request is particularly onerous.