

DMR Plumbing & Heating LTD

Terms and Conditions for Plumbing and Heating Services

1. Definitions and Interpretation

In these terms and conditions ("Terms"), the following definitions apply:

"Company" means DMR Plumbing & Heating LTD.

"Customer" means the person, business, or property owner who purchases Services.

"Services" means all plumbing, heating, installation, maintenance, and repair work provided.

"Contract" refers to the legally binding agreement formed when the Customer accepts a quotation, books an appointment, or allows work to begin.

These Terms constitute the entire agreement between the Company and the Customer. Any amendments must be made in writing and agreed by an authorised Company representative.

2. Contract Formation and Consumer Rights

2.1 How the Contract Is Formed

A binding Contract is created when the Customer:

- Accepts a written quotation via our Surefire CRM System.
- Books an appointment via phone, email, or in writing.
- Customer allows the Company to commence work within their property.

2.2 Cooling-Off Period (Consumers Only)

If the Customer is a domestic consumer and the Contract is agreed off-premises or at a distance, the Customer is entitled to a 14-day cooling-off period under the Consumer Contracts Regulations 2013.

If the Customer asks the Company to begin work during this period, they agree to pay for all work completed and any materials purchased up to the point of cancellation.

2.3 Company Rights

The Company may decline any work at its discretion. Pricing may be adjusted when delays, access issues, or unforeseen circumstances beyond the Company's control impact the work.

2.4 Customer Responsibilities

The Customer agrees to comply with all relevant laws, regulations, and local authority requirements.

3. Pricing, Estimates, and Payments

3.1 Call-Out Fees

A standard minimum one-hour call-out fee applies to all appointments, irrespective of work completed.

3.2 Estimates vs Fixed Quotations

Estimates are provisional and subject to change following further inspection.

Fixed quotations are valid for 30 days and represent a firm price unless the scope of work changes.

3.3 Price Adjustments

Revised pricing may apply due to:

- Additional work requested.
- Increased material costs.
- Hidden defects or complications uncovered during work.
- Calculation errors.
- Changes in tax or VAT.

3.4 Payment Terms

Payment is due immediately upon completion of work.

VAT is charged at the prevailing rate.

Late payments will incur interest at 8% above the Bank of England base rate, in accordance with the Late Payment of Commercial Debts Act 1998.

Guarantees are void until full payment has been received.

3.5 Deposits

- A 30% deposit is required to secure a scheduled start date for bathroom installations or full refurbishment projects.
- The deposit covers advance material ordering and allocation of labour.
- A project date is not confirmed until the deposit is received.
- Deposits are deducted from the final invoice.
- Deposits are non-refundable for cancellations made within 31 days of the start date.

4. Service Delivery and Access

4.1 Scheduling

The Company aims to provide reliable arrival windows but cannot guarantee exact timings due to the nature of emergency services.

4.2 Access Requirements

The Customer must provide:

- Safe and unobstructed access to all work areas.
- Necessary permissions, permits, or traffic control.
- Removal of fragile or personal items from the workspace.
- A wasted visit fee may apply if the Company cannot access the property.

4.3 Material Collection

If materials need to be collected during a job, the time spent is chargeable at the Company's standard rate.

5. Liability and Insurance

5.1 Company Liability

The Company's liability is limited to:

- Personal injury or death caused by the Company's negligence.
- Direct property damage caused by negligence.
- Financial losses directly attributable to the Company's actions.

The Company does not accept liability for indirect or consequential losses.

5.2 Excluded Liability

The Company is not responsible for:

- Damage to existing defective or fragile systems.
- Cosmetic damage (e.g., paint, wallpaper, tiles) where work is necessarily intrusive.
- Damage caused during investigative work.
- Repairs to plaster, brickwork, or silicone finish.
- Issues arising from customer-supplied parts.
- Damage to specialist flooring (e.g., parquet, laminate).

5.3 Insurance

The Company maintains valid public liability insurance. Evidence can be provided upon request.

5.4 Customer Property Protection

Customers must adequately protect personal items. The Company will take reasonable steps to prevent damage but is not liable for items left within the work area.

6. Guarantees and Warranties

6.1 Workmanship Guarantee

All labour is guaranteed for 12 months unless otherwise stated.

Workmanship guarantees apply only once full payment is received.

6.2 Parts and Equipment

Manufacturer guarantee apply to all Company-supplied parts.

No guarantee is offered on customer-supplied materials.

6.3 Guarantee Exclusions

Guarantees do not apply when:

- Work is modified by others.
- Systems are misused, neglected, or not maintained.
- Recommendations are not followed by the Company.
- Work relates to drainage blockages (no guarantee available).

6.4 Statutory Rights

Nothing in these Terms affects the Customer's statutory rights under the Consumer Rights Act 2015.

7. Compliance and Special Requirements

7.1 Regulations

The Customer is responsible for ensuring compliance with:

- Building Regulations.
- Gas Safe requirements.
- IEE Wiring Regulations.
- Planning permissions.

7.2 System Requirements

The Company assumes availability of:

- Minimum 2 bar mains pressure.
- Suitable existing pipework.
- Heating systems rated for 5 bar pressure.

7.3 Hazardous Materials

The Company does not handle asbestos. If suspected, the Customer must appoint a licensed contractor.

8. Waste Management, Materials, and Property

8.1 Waste Removal

Unless specified in the quotation, the Customer is responsible for waste disposal.

8.2 Ownership of Materials

All materials remain the Company's property until full payment is made.

8.3 Weather Protection

The Company cannot be held liable for weather-related damage (e.g., frost damage) after installation, unless due to proven workmanship defects.

9. Cancellation and Force Majeure

9.1 Customer Cancellation

Cancellation charges may apply for:

- Materials ordered.
- Time scheduled.
- Work already performed.

9.2 Company Cancellation

The Company may cancel a job due to unsafe conditions, non-payment, or lack of access.

9.3 Force Majeure

The Company is not liable for delays caused by events outside its control, including weather, supply-chain disruption, or emergencies.

10. Complaints and Dispute Resolution

10.1 Complaint Procedure

Complaints must be submitted in writing to:

DMR Plumbing & Heating LTD

Unit 3 Westminster Industrial Estate, Mold Road, Wrexham, LL11 4AF

The Company will acknowledge complaints within 3 business days and aim to resolve them within 7 business days.

10.2 Trade help Finance

If the Customer has a complaint that relates to a finance product purchased via Trade Help LTD. Please contact Trade Help LTD directly, using the following details:

Write: Trade Help, Marchwiel Centre, Bryn Lane, Wrexham Ind Est, LL13 9UT

Telephone: 01978 666887

E-mail: info@tradehelp.co.uk

The relevant credit provider will acknowledge the Customer's complaint and investigate it thoroughly and issue their response within eight weeks.

If the Customer is not satisfied with the lender's response to the complaint relating to the finance agreement. The Customer may be able to refer the matter to the Financial Ombudsman Service. The customer must contact the Financial Ombudsman Service within six months of the date of the lender's final response letter to the Customer.

Write: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: [0300 123 9 123](tel:03001239123)

E-mail: complaint.info@financial-ombudsman.org.uk

Further details can be found on the Financial Ombudsman Service website:
www.financial-ombudsman.org.uk

11. Intellectual Property and Marketing

The Company retains ownership of all drawings, designs, and documentation. The Company may use photographs of completed work for marketing purposes, provided no personal data or identifiable features of the Customer are revealed without consent.

12. Data Protection (GDPR)

The Company processes Customer data in accordance with the UK General Data Protection Regulation (GDPR) and the Data Protection Act 2018.

Data is used solely for providing Services, invoicing, certification, and legal compliance. It will not be shared with third parties except where required for service delivery (e.g., suppliers, warranty providers, finance providers) or where required by law.

13. Effective Date

These Terms take effect immediately and replace all previous versions. By engaging the Company's services, the Customer confirms that they have read, understood, and agreed to these Terms.