

All trading, work, agreements and estimates undertaken are subject to these terms and conditions without exception.

ESTIMATES/INVOICES ADDITIONAL WORKS

- 1.1 (Estimates are NOT quotes, they are a "best educated guess" based on a likely cost from what we can see.)
- 1.2 If we attend your property and carry out any "investigation work" for an estimate, this initial work is chargeable at our standard rates.
- 1.3 A free estimate does not include any investigations or tests.
- 1.4 We cannot offer a free estimate to repair something, we can however fault/investigate find the issue, which is chargeable and then offer an estimate to repair/remedy it.
- 1.5 Works to be carried out are limited to the detail within the estimate, any additional requirements, requests, or variations will/may incur additional time and costs, the customer agrees to meet these costs.
- 1.6 Estimates are given on the basis that additional works may be required to complete the installation or service due to unforeseen or developing circumstances.
- 1.7 You agree to approve any work record sheets or updated accruing invoices as required or requested during the progress of the works. This offers both parties a written record of progress.
- 1.8 All final invoices are based on the time spent/work carried out plus parts used plus VAT.
- 1.9 We may issue daily invoices and you agree to pay these as the work develops. All invoices are to invoice date, and never to include any future work.
- 2.0 WTS reserves the right, without prior notice, to make minor alterations to any works carried out to make an appropriate installation.
- 2.1 Existing installations/building fabric may be found to be in a poor condition once uncovered or may fail due to disturbance or vibration.
- 2.2 WTS cannot be held liable for any necessary additional work or time required for this and the costs must be borne by the customer.
- 2.3 If the original estimated works for any reason are looking to be substantially above the estimate, we will discuss with the customer if present, the customer can then cancel the works, and agrees to pay for all work and materials up to that point plus VAT. If the customer is not present, the customer agrees to pay the costs incurred in their absence.
- 2.4 Customers agree to carefully read all stage invoices and final invoice immediately, especially stage invoices, to ensure cumulative costs are within their budget.
- 2.5 Customers must gain all required permissions from authorities or agreements with neighbours prior to any works and WTS are not liable for any subsequent losses, inconveniences due to same, or delays due to poor weather, or force majeure.
- 2.6 The customer is to obtain any required parking permissions and or vouchers and issue these to WTS Ltd.
- 2.7 Before any electrical work can be completed it is a requirement that all main/supplementary earth bonding and residual current safety devices meet electrical regulations, if this is discovered to be inadequate during works any rectification costs must be met by the customer.
- 2.8 Consultations, advice including remote advice and investigations to resolve or help resolve an customers issue or make improvements are chargeable works.
- 2.9 If we write up your invoice away from your property i.e after we have left, we reserve the right to add 10-15 minutes administration time to the invoice, this covers creating invoice, saving images and reporting relevant advice on the invoice.
- 2.10 If we have spent time emailing your selves offering pre advice and assistance where to purchase any components etc, we reserve the right to add an reasonable appropriate fee to your invoice.
- 2.11 Customers agree to monitor any work after we leave, for at least 24 hours to ensure all is well.
- 2.12 Customers are to fully test or exercise any systems or equipment within 7 days or any works being carried out. Reports of "it never worked after you left" are not accepted after 7days.
- 2.13 Definition of an estimate, please see <https://www.dictionary.com/browse/estimate>

TITLE TO GOODS

2.8 All goods, materials and parts supplied and delivered by WTS to you, or your premises, shall remain the property of WTS until the final invoice is paid in full. Whilst goods remain on your property, WTS continue to have title over them, WTS have absolute authority to retake, sell or otherwise dispose of all or any of those goods. The risk of the goods and their well being will pass to the customer on delivery to the customer. The customer should be insured to cover any losses at replacement value.

RISK TO PROPERTY

- 3.0 WTS will endeavour to carry out all works with care and exercise all reasonable steps to safeguard your property using dust sheets etc. However, there is always a risk of marks, water leaks, weeps and scuffs whilst works are carried out. This risk must be borne by the customer.
- 3.1 It is required that the customer removes, covers, or protects all property, furniture or carpets that could be affected by the works, including the route to the work area, and especially for goods of high financial or sentimental value, this is the customer's responsibility.
- 3.2 We can on special request, take significant additional steps to protect your property etc by especially laying wall to wall hardboards and plastic sheet wall coverings.
- 3.3 WTS are not liable in any way for any data loss from personal computers or similar due to electrical power interruptions or failure of electronic equipment by virtue of powering down, tripping and turning power back on again.
- 3.4 We are not responsible to reset any appliance clocks or settings after power has been turned off.

ORDERS/PAYMENT

- 4.0 Medium / Large orders must be in writing/email/Quick Books acceptance and for all works, you are in agreement to these terms and conditions. Payment of **70%** of estimate +VAT deposit, or as agreed in writing, is required before work can commence, and the balance is due at job completion or issue of final invoice.
- 4.1 On some works it may be necessary to issue stage invoices as the works progress, this offers both parties the benefit of being up to date with costs and a mutual understanding of progress to that date, this acknowledgment/payment of the invoice without reservations infers agreement/acceptance of the works to that date.
- 4.2 Customers are not to be in debt to WTS Ltd by any more than £500 inc vat, a payment is always required at this point.
- 4.3 Delay in payment of final invoices over 30 days will incur interest at 2% above current base rate, delay in payment over 40 days will incur interest at 8% pa.
- 4.4 If payment has not been made within thirty calendar days from the date of job completion/invoice issue, Willett Technical Services Limited (WTS) retains the right to remove the goods, materials or parts, at the expense of the customer, from where the work was carried out.
- 4.5 We reserve the right to charge £30 +VAT per letter, to pursue late payments.
- 4.6 Failure to pay any invoice which results in the debt being recovered by direct legal means or through a debt recovery agency then the incurred costs will be added to the invoice. The initial recovery fee to start proceedings but not limited to, will be £130 plus vat.
- 4.7 Payment is accepted by cheque payable to Willett Technical Services Ltd, any miss written/error cheques that cannot be scanned will need to be re written.
- 4.8 Any failed cheques will need to be re written on a new cheque, payment by transfer is acceptable and preferred.
- 4.9 We send invoices electronically by email, requests for postal invoices attract an administrative charge.

CANCELLATION

- 5.0 Cancellations are accepted up to 7 full days before the work commencement date for larger works and 1 day for smaller specified works. A charge including our normal mark up plus VAT will be made for goods specially purchased for the customer, and will be delivered to the customer. WTS may, at its discretion, waive a charge and only if the special goods can be readily used elsewhere.
- 5.1 A cancellation charge of £30 exists for cancellations made outside the notification times. WTS reserves the right, without liability, to cancel any works, however notice of such cancellation will be given as soon as possible.
- 5.2 Any works agreed too during a personal visit at your premises, are cancellable up to 14 days, If we offer a estimate on the day and or you request a immediate or quick start, as in a emergency or just for mutual convenience, then the contact is specific and you agree to waive your right to a cancellation/cooling off period.
- 5.3 To cancel, write to us at the address on the estimate or email willetttechnicalservices@hotmail.co.uk, or call 07786243763. Fb, whatsapp or text is not reliable, to be used for cancellations/alterations/time date change, we must reply to you for a message to be considered given to us.

EXCLUSIONS

- 6.0 WTS are unable to guarantee work, parts and equipment supplied to you if misused, treated negligently or repaired, modified or tampered with by anyone other than WTS.
- 6.1 WTS where necessary, may not be able to warrant some of the work, due to poor condition existing wiring or pipe work causing it impractical to ensure 100% sound connections, additional work may be required after installation to re address complications. This additional work may be at the customers expense, WTS will advise as required.
- 6.2 Where WTS carry out works using the customers supplied materials, WTS take no responsibility for the quality, reliability, fitness for purpose or otherwise of those materials, defective/unsuitable parts supplied to us by the customer can result in additional installation costs, due to delays, less than optimum performance, and corrections to rectify.
- 6.3 We are not liable for the ultimate suitability of customers own materials/parts even if you show us a picture or we offer a view they "look" acceptable. We are only liable for the specification and suitability of the parts if we supply them.
- 6.4 We are not liable in any way for any parts supplied after cancelled work, as once fitted by the customer, as they may be damaged in installation.
- 6.5 Electrical wiring may fail testing and additional remedial works may be required at the customer's expense to rectify such failures or faults.
- 6.6 Faults may appear on electrical, gas or other equipment after servicing/inspection and this may be due to an existing fault/s being realised after a disturbance. This does not mean WTS has caused the fault and WTS is not responsible for the repair of such pending faults.
- 6.7 Power flushing or flushing of central heating systems may be an option for the installation of new boilers in old blocked systems, there is no guarantee old deposits/sludge will not become water borne in future time, and possibly adversely affecting the new boiler, and possibly invalidating the manufacturer's conditional guarantee. WTS cannot be held responsible for this, and any repair costs are to be met by the customer. Additional filters may need to be installed during or after any flushing operations.

TERMS AND CONDITIONS

Issue Dec 2023

All trading, work, agreements, and estimates undertaken are subject to these terms and conditions without exception.

6.8 Any warranty on wiring/plumbing or gas fittings is limited to making good those parts/joints/connections and not making good any access to those parts. All parts, fittings, connections and equipment must be in a serviceable location for WTS to be able to honour any warranty, any items covered over/boxed in, decorated over are deemed unserviceable for warranty purposes. Making good access damage is at the customer's expense.

6.9 The physical size, look/colour/ location or acceptability of equipment installed is at the owner's risk. The customer must prior check these aspects to ensure satisfaction.

6.91 Components or fittings can break during disassembly/repair due to age, thermal stress or previous unknown damage or fatigue, failures of this type are at the customer's expense and WTS are not responsible under the "suggestion" it was working fine/not broken until you touched it. Vibration, knocks to existing nearby poor condition plumbing or electrics may trigger a failure hours or days after works are completed, rectification of these failures or any consequential damage is at the customers expense. Customers agree to check all works regularly just after completion and report any problems immediately.

6.92 Customers must agree some repairs and fault finding can be an ongoing task and may take a number of visits to fully rectify, the customer is liable for all time spent, If a fault re occurs soon after repair, this does not mean the initial works were substandard, additional time may be needed to fully resolve the underlying issue, the customer is liable for all costs and time involved.

WTS is fully insured to £2M.

FOWL SEWAGE WORK

7.0 Work involving us being exposed to or contaminated with or handling raw sewage involving more than just hand washing after, will attract a double time premium to help cover the additional costs involved.

7.1 The amount of additional charge will depend on the situation and the charge will be added accordingly.

7.2 Clay soil pipes can easily break due to stress during works, any soil pipe repairs required even due to disturbance by us are payable by the customer.

7.3 Raw sewage removal from toilet pans is the responsibility of the customer.

7.4 Blocked or part blocked drains are not to be knowingly used by the customer prior to our attendance, as this can result in pressurised ejection of sewage when being worked on, resulting in health risks, additional charges and clear up costs. All clear up costs are payable by the customer.

CENTRAL HEATING, PLUMBING REPAIRS AND INSTALLATION.

8.0 When a heating/water system is drained down and or a new boiler installed, there may be inherent defects in the existing system, these could be poor pipe work resulting in restrictions for flow, pipe work high points causing air locks, debris that becomes dislodged in drain down/filling operations that can cause blockages etc. These issues can be inherent in your system and any work required to resolve these are always over and above any estimated times/costs, any diagnosis rectification is at the customer's expense.

8.1 For gas boilers, there may be issues with your existing as pipe work or the existing gas pipe sizing and or the gas working pressure delivered by the network gas supplier.

8.2 All gas estimates for installations are assuming there is a minimum of 18.5mb working pressure at the gas meter outlet, where possible we will endeavour to check this, however if the gas appliance is larger than ever used previously, we then may be unable to test the viability of your gas supply, any work parts required to address these issues is at the customer's expense. This type of issue is more common when installing large combination boilers.

8.3 During gas servicing, faults may be discovered, there may be additional time/cost investigating these, also additional time cost will occur when completing (if required) any gas safety warning notice that is issued.

8.4 There is no warranty on a gas appliance after a service, we warrant our work done, but not the gas appliance itself. It can develop a new fault just after service, this does not mean the service was substandard, old appliances can fail at any time.

LIGHT FITTINGS

9.0 Installation of lights or LED fittings only carry warranty to replacement of the fitting itself, all labour to remove and refit is chargeable. The fitting is to be considered disposable. We prefer the customer to purchase a fitting themselves and free issue to us.

9.1 Any return by us to adjust any light sensors for any reason is chargeable.

9.2 Ceiling finish may crack and crumble at the hole edges when downlighters are removed or inspected, any decorating work to make good is payable by the customer.

9.3 Some older properties may not have a suitable electrical earth on the lighting. A light fitting may not be able to be fitted. All labour is payable if a fault/earth issue is discovered during instal.

GENERAL ELECTRICAL WORKS

10.0 Before electrical works can commence or be completed/certified several safety/compliance checks will be required, we may uncover essential works that may need to be carried out before the original works can commence or be completed. We will estimate for these improvements if/when required, the time/ labour to carry out these checks is chargeable even if the customer decides not to continue/complete the planned/started original works.

10.1 Example of these checks are but not limited to, main earth bond to incoming gas/water/oil supplies, supplement bonding in bathrooms and any required RCD protection. Circuits may fail safety tests indicating the need for remedial works, these may be rectified before any certificates can be issued. All remedial improvement/works are chargeable.

10.2 During any works, access location of wiring/fixtures can frustrate efficiency of work, locating isolation switches or investigating what circuits go where may impact the time taken, and may be longer than standard estimate, the extra time taken is chargeable.

10.3 Customers are to provide copies of any existing certificates and records, without the properties full history, additional time may be required to establish and extra cost may be incurred verifying and investigating etc.

COMPLAINTS

11.0 Any complaints, concerns or reservations must be notified to us as soon as possible and not let WTS Ltd carry on with any works if you have knowledge of a pending concern, and complaints must be followed up in writing, explaining exactly what any issues are, within seven days.

11.1 You agree to offer us the first opportunity to address the issue and if necessary to carry any necessary works to make good.

11.2 WTS Ltd operate a zero-tolerance policy for inappropriate rude behaviour/words from customers, including but not limited to swearing, direct insults, threats verbal or physical. WTS LTD reserves the right to cancel all work from that point and issue an invoice for labour and materials. The customer agrees to settle this final invoice and any resulting work to complete any work, re connect water, power or any facilities is for the customer to resolve.

CONSULTATIONS AND PROFESSIONAL ADVICE

12.0 All visits to discuss and consult are chargeable unless agreed before any consultation and is confirmed in writing.

WARRANTY

13.0 All warranty is valid to the original purchaser/customer and is not transferable.

13.1 Warranties/certificates and or building control will be registered after full payment of any balance is made.

Customer Present

14.0 Customers or representatives are normally to be present during all works, if the customer is not to be present then we may have to make decisions in your absence, you authorise us to do this on your behalf. WTS Ltd are not to be solely accompanied by underage minors, the customer must ensure any supervising persons are of adult age.

DATA POLICY

14.0 We hold your Name, Address, Phone and Email information so we can contact you. If you wish this to be removed, contact us and we will delete your records.