

TERMS AND CONDITIONS ISSUE Sept 2019

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

ESTIMATES/ADDITIONAL WORKS (Estimates are not quotes)

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. Estimates are given on the basis that additional works may be required to complete the installation or service due to unforeseen or developing circumstances. You agree to approve 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. All final invoices are calculated on a hourly basis plus parts used plus VAT. We may issue daily invoices and you agree to pay these as the work develops.

WTS reserves the right, without prior notice, to make minor alterations to any works carried out in order to make an appropriate installation. Existing installations/building fabric may be found to be in a poor condition once uncovered or may fail due to disturbance or vibration. WTS cannot be held liable for any necessary additional work or time required for this and the costs must be borne by the customer. If the original estimated works for any reason are looking to be substantially above the estimate, we will discuss with the customer, the customer can then cancel the works, and agrees to pay for all work and materials up to that point plus VAT. Customers agree to carefully read all stage invoices and final invoice immediately, especially stage invoices, to ensure cumulative costs are within their budget.

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. The customer is to obtain any required parking permissions and or vouchers and issue these to WTS Ltd. Before any electrical work can be undertaken 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.

TITLE TO GOODS

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

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. It is required that the customer removes, covers, or protects any 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. 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.

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.

ORDERS/PAYMENT

Medium / Large orders must be in writing/email/QB 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 on job completion at issue of final invoice. 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.

Customers are not to be in dept to WTS Ltd by any more than £500 inc vat, a payment is always required at this point.

Delay in payment of final invoices over fourteen days will incur interest at 2% above current base rate, delay in payment over 30 days will incur interest at 8% pa. 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. We reserve the right to charge £25 +VAT per letter, to pursue late payments.

If you have difficulty in paying for some reason, please contact us to discuss a resolution. Telephone or personal conversations may be recorded for reference purposes.

CANCELLATION

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. A cancellation charge of £25 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. 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.

To cancel, write to us at the address on the estimate or email willetttechnicalservices@hotmail.co.uk, or call 07786243763.

EXCLUSIONS

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. 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.

Where WTS carry out works for you using your materials, WTS take no responsibility for the quality, reliability, fitness for purpose or otherwise of those materials, defective parts supplied to us by the customer can result in additional installation costs, due to delays and corrections. 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.

Electrical wiring may fail testing and additional remedial works may be required at the customer's expense to rectify such failures or faults. 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.

Power flushing central heating systems may be a 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 effecting 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.

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. 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.

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.

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.

COMPLAINTS

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

DATA POLICY

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.