

PERMANEX PLUMBING & MAINTENANCE LTD

Terms & Conditions



1. Definitions. "The Company" shall mean Permanex Plumbing & Maintenance Ltd., "the Customer" shall mean the person or organisation for whom the Company agrees to carry out works and/or supply materials. "The Operative" shall mean the representative appointed by the Company
2. The Company reserves the right to refuse to undertake or decline work at its own discretion. Where the Company agrees to carry out works for the Customer then such works shall be carried out by the Operative who shall be selected by the Company in its absolute discretion.
3. Jobs on hourly rate. The total charge to the Customer shall consist of the cost of materials supplied by the Company to the Customer and the amount of time spent by the operative in carrying out works for the Customer (to include all reasonable time spent in obtaining materials not carried for the Customer) charged in accordance with the Companies current hourly rates. All parking and Congestion Charge costs to be included in the final invoice. All charges are inclusive of VAT at the current rate except where prior written agreement authorises a different rate.
 - (i) Material Collection. Collection of non-stock items is chargeable but time must be kept to a minimum.
 - (ii) The Customer must be informed wherever possible when they leave the premises.
 - (iii) If the collection time is likely to exceed 45 minutes the Customer must be additionally informed of the circumstances.
 - (iv) Only one engineer is to leave the job to collect parts
4. Quoted fixed price work shall be given as a firm cost notwithstanding manifest errors which shall be exempted and shall include labour and materials but including VAT which shall be charged at the current rate.
5. The Company shall not be under any obligation to provide a quote to the Customer and shall only be bound (subject as hereinafter) by quotes given in writing to the Customer and signed by a duly authorised representative of the Company. The Company shall not be bound by any quotes given orally or in which manifest errors occur.
6. Invoices are due for payment by the Customer upon satisfactory completion. Invoices which remain unpaid (whether wholly unpaid or in part) shall carry interest at the rate of 3% from time to time over the base rate of the Company's bankers until payment in full is received by the Company.
7. Where the date and/or time for works to be carried out is agreed by the Company with the Customer, then the Company shall use its best endeavours to ensure that the operative shall attend on the date and at the time agreed. However, the Company accepts no liability in respect of the non-attendance or late attendance on site of the operative or for the late delivery or the non-delivery of materials. Any non or late attendance OR none or late delivery is beyond the control of the company.
8. Where a written quote has been supplied to the Customer the total charge to the Customer referred to in the quote may be revised in the following circumstances: -
 - (i) if after submission of the quote the Customer instructs the Company (whether orally or in writing) to carry out additional works not referred to in the quote.
 - (ii) if after submission of the quote there is an increase in the price of materials.
 - (iii) if after submission of the quote it is discovered further works need to be carried out that were not anticipated when the quote was prepared.
 - (iv) if after submission of the quote it is discovered that there was a manifest error when the quote was prepared.The customer has the right to cancel further works if the price increases significantly but shall remain liable for payment of all works & materials carried out & agreed upon up to the date of cancellation.
9. The Customer shall incur personal liability to discharge the Company's account unless he discloses to the Company at the time he instructs the Company to carry out work and/or supply materials that he is acting on behalf of a third party (including, but not limited to a Limited Company or Partnership) and (when the Customer has received a written quote) the name of the third party appears on the written quote.

If the Customer shall cancel his instruction prior to any work being carried out or materials being supplied, then the Customer shall be liable to pay the Company for any time spent and materials purchased by the Company together with the profit that would have been made by the Company had the work been carried out and/or materials supplied in accordance with such instructions.

- If, after the Company shall have carried out the works, the Customer is not wholly satisfied with the works then the Customer shall give notice in writing as soon as reasonably practical to the Company and shall afford the Company the opportunity of inspecting such work, and where appropriate, shall afford the Company the opportunity of carrying out any necessary remedial works. The Customer accepts that if he fails to notify the Company as aforesaid then the Company shall not be liable in respect of any defects of any works carried out. The Customer agrees to allow the Company's insurers to inspect any works carried out by the Company to the Customer.
10. The guarantee shall be for labour only in respect for faulty workmanship where the company's employees and/or subcontractors are responsible and for 12 months from the date of completion with the manufacturer's warranty in force. The guarantee will become null and void if the work or appliance completed/supplied by the Company is:
 - a) subject to misuse of negligence
 - b) repaired, modified or tampered with by anyone other than a Company operative.Where the Company carries out work, the Customer using materials supplied by the Customer, no warranty is given as to the merchantability, fitness for purpose or otherwise of such materials and the Company accepts no liability in respect thereof. The Company will not guarantee any work in respect of blockages in waste and drainage system etc. The Company will not guarantee any work undertaken on instruction from the Customer and against the written or verbal advice of the operative. Work is guaranteed only in respect of work directly undertaken by the Company and payment in full has been made. Any non-related fault or faults arising from recommended work which has not been undertaken by the Company will not be guaranteed. The Company shall not be held liable or responsible for any damage or defect resulting from work not fully guaranteed or where recommended work has not been carried out. Work will not carry a guarantee where the Customer has been notified by the operative either verbally or indicated in ticked boxes or in recommendations of any other related work which requires attention. The Customer shall be solely liable for any hazardous situation in respect of Gas Safe Regulations or Gas Warning Notice issued. This does not affect the customer's statutory rights under the Consumer Rights Act 2015.
 11. Where the Company agrees to carry out works on installation of inferior quality or over 10 years old at that date no warranty is given in respect of such works and the Company accepts no liability in respect of the effectiveness of such works or otherwise.
 12. These terms and condition may not be released, discharged, supplemented, Interpreted varied or modified in any manner except by an instrument in writing signed by a duly authorised representative of the Company and by the Customer. Further, these Terms and Conditions shall prevail over any Terms and Conditions used by the Customer or contained or set out or referred to in any documentation sent by the Customer to the Company; by entering into a contract with the Company the Customer agrees irrevocably to waive the application of any such Terms and Conditions.
 13. The Company shall not be liable for any delay or for the consequences of any delay in performing any of its obligations if such delay is due to any cause what so ever beyond its reasonable control, and the Company shall be entitled to a reasonable extension of the time for performing such obligations.
 14. The Company shall only be liable for rectifying works completed by the Company and shall not be held responsible for ensuing damage or claims resulting from this or other work overlooked or subsequently requested and not undertaken at that time.
 15. These Terms and Conditions and all contracts awarded between the Company and Customer shall be governed and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English law.
 16. Complaints - Where we cannot resolve any complaints using our own complaints procedure, as a Which? Trusted trader we use Dispute Resolution Ombudsman for dispute resolution. In the unlikely event of a complaint arising and you wish to refer the complaint to them please contact 0333 241 3209 or via their website www.disputeresolutionombudsman.org/membership/whichtrustedtraders