VANTAGE PLUMBING & HEATING LTD

Service Terms & Conditions

1. Introduction

1a. These Terms and Conditions govern all services provided by Vantage Plumbing & Heating Limited ("the Company").

1b. By booking, accepting a quote, paying a deposit, or allowing work to commence, the Customer agrees to these Terms in full.

1c. No verbal agreement overrides these Terms unless confirmed by the Company in writing.

1d. These Terms take precedence over any other document unless a written variation is signed by a director of the Company.

1e. These Terms apply equally whether the Customer is a homeowner, tenant, landlord, letting agent, or commercial entity.

1f. Nothing in these Terms limits or excludes the Customer's statutory rights as a consumer, including under the Consumer Rights Act 2015.

2. Definitions

2a. Company: Vantage Plumbing & Heating Limited.

2b. Customer: The individual, landlord, agent, or business engaging the Company.

2c. Engineer: Any operative, employee, or approved subcontractor attending on behalf of the Company.

2d. Services: All plumbing, heating, drainage, gas, tiling, bathroom, electrical, air conditioning, or associated works.

2e. Materials: Any parts, equipment, or goods supplied or fitted by the Company.

2f. Agreement: A contract formed on acceptance of a quote, payment of a deposit, or commencement of works.

2g. Out of Hours: Any attendance outside Monday to Friday, 8:00am to 5:00pm, including weekends and bank holidays.

2h. Installation Works: Boiler installations, bathroom installations, air conditioning installations, and other quoted project works, as distinct from reactive or call-out Services.

3. Quotes and Scope of Work

3a. All work is carried out in accordance with the agreed quotation only. Anything not explicitly listed is excluded.

3b. Quotes are based on visible and accessible conditions at the time of survey or booking. Hidden defects, concealed pipework, inaccessible areas, or unforeseen conditions discovered during works will be treated as variations and are chargeable in addition.

3c. Unless specifically included in the quote, the following are always excluded: cosmetic making good, decorating, plastering, tiling reinstatement, flooring reinstatement, boxing removal or replacement, structural works, waste removal, system balancing, leak tracing, access creation, CCTV surveys, certificates, scaffolding, and permits.

3d. Any works beyond the agreed scope require a variation to be agreed verbally or in writing before proceeding. The Company reserves the right to pause works pending variation approval.

3e. Quotations are valid for 30 days unless stated otherwise. After that date, prices may be revised to reflect material or supplier cost changes.

3f. By accepting a quotation, the Customer confirms that all planning permissions, listed building consents, conservation area consents, leasehold or freeholder consents, and any other approvals required for the works have already been obtained. The Company proceeds on this basis and does not verify consents on the Customer's behalf. Any enforcement action, removal, relocation, or alteration of works required due to missing or invalid consent is entirely the Customer's responsibility and cost, and all works carried out remain chargeable in full.

4. Consumer Right to Cancel

4a. Where the Customer is a consumer and the contract was agreed away from the Company's premises, for example in the Customer's home, by phone, or online, the Customer has the right to cancel within 14 days of entering into the contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

4b. To cancel, the Customer must notify the Company in writing (email is sufficient) within the 14-day period.

4c. If the Customer requires works to begin within the 14-day period, the Customer must request this in writing. If the Customer then cancels, the Customer remains liable for the cost of all work carried out and materials supplied up to the point of cancellation.

4d. The cancellation right does not apply to goods made, cut, or ordered to the Customer's specification, or to emergency call-outs requested urgently by the Customer.

4e. This section applies to consumers only and operates alongside, not instead of, the cancellation charges in sections 9 and 13.

5. Minimum Charge and Time Calculation

5a. All attended visits carry a minimum charge equivalent to one full hour of labour at the applicable rate, regardless of time actually spent on site.

5b. Time is calculated from the moment the Engineer arrives at the property address, not from the time tools are unpacked or work physically begins.

5c. Time beyond the first hour is charged in 30-minute increments unless otherwise agreed.

5d. If the Engineer attends, is unable to complete works, and must return on a separate occasion, each attendance is treated as a separate chargeable visit and the minimum one-hour charge applies to each visit independently.

5e. Aborted visits caused by the Customer, including non-attendance, inaccessible property, uncleared work areas, missing materials, or refusal to proceed, are chargeable at the minimum one-hour rate.

6. Waiting Time

6a. Time spent on site waiting for any third party is chargeable at the standard or out of hours rate as applicable. This includes but is not limited to: gas network operators (including Cadent Gas), water authorities, housing associations, local councils, landlords, tenants, delivery drivers, or any other contractor.

6b. The Customer's instruction to the Engineer to wait on site constitutes express agreement to all additional charges incurred as a result.

6c. If waiting time is likely to exceed one hour, the Company may at its discretion leave site and return. Each attendance will be subject to the minimum one-hour charge.

6d. The Company is not responsible for third party response times and accepts no liability for delays caused by external organisations.

7. Out of Hours and Emergency Rates

7a. Any attendance outside of standard hours, being Monday to Friday 8:00am to 5:00pm, including evenings, weekends, and bank holidays, is subject to an out of hours surcharge.

7b. The applicable rate is communicated at the time of booking and confirmed before attendance. Booking an out of hours slot constitutes acceptance of the applicable rate.

7c. Emergency call-outs outside standard hours are subject to the emergency rate regardless of the nature or duration of works required.

7d. Out of hours rates apply from arrival and are subject to the same minimum one-hour charge.

8. Appointment Times and Arrival Windows

8a. All booking times and arrival windows are estimated guidelines only and are not guaranteed arrival times.

8b. The Company operates on a dynamic schedule influenced by preceding jobs, traffic, emergency call-outs, and parts availability. Estimated windows may shift as a result.

8c. The Company will make reasonable efforts to notify the Customer if running significantly late.

8d. The Customer agrees to be available, or have a responsible adult present, throughout the entire agreed window, not just at the start of it.

8e. Failure to be present or ready at the time of the Engineer's arrival may result in the visit being marked as aborted and the minimum charge applied.

8f. Estimated arrival times are not grounds for a price reduction or refusal to pay.

8g. Where the Customer requests a specific Engineer by name, the Company will accommodate this where possible but cannot guarantee individual availability. An alternative approved Engineer may be sent without prior notice.

8h. Engineers are not required to remain continuously on site throughout the working day. Engineers may leave site to collect materials, attend suppliers, allow for drying, curing, setting, or testing periods, or manage scheduling across jobs. This is a normal part of the works and is not grounds for complaint, price reduction, or refusal to pay.

8i. Multi-day works are not guaranteed to run on consecutive days. Scheduling is influenced by material lead times, drying and curing periods, third party dependencies, and workload. Gaps between working days do not constitute delay or breach and are not grounds for withholding payment.

9. Deposits and Booking Fees

9a. A booking deposit is required to secure a labour slot. The amount is confirmed at the time of booking.

9b. Deposits cover slot reservation and any materials ordered in preparation for the job, and are non-refundable to the extent of costs incurred and materials ordered, subject to section 4 where the Customer is a consumer.

9c. If the Customer cancels within 48 hours of the scheduled start time, the full deposit is forfeited.

9d. If the Customer cancels with more than 48 hours notice, a partial refund may be offered at the Company's sole discretion, minus any materials already ordered or costs already incurred.

9e. If the Company cancels a booked visit for reasons within its control, the deposit will be refunded in full or transferred to a rescheduled date at the Customer's choice.

9f. No works commence on deposit-required jobs until the deposit is confirmed as received by the Company. Transfer confirmations or payment references are not sufficient. Payment must clear.

9g. Payment of a deposit constitutes acceptance of these Terms and Conditions in full.

10. Payments

10a. Payment is due in full immediately upon completion of work unless staged payments have been agreed in writing.

10b. For multi-day or high-value works, staged payments are required at intervals defined in the quote, typically a deposit, one or more interim payments at agreed milestones, and the balance on completion. If a staged payment is not received, works will stop immediately and will not resume until the outstanding amount is cleared. The Company accepts no liability for delays or losses arising from a work stoppage due to non-payment.

10c. Payment is accepted by bank transfer or card. Cash and cheques are accepted only by prior agreement.

10d. Invoices not disputed in writing within 7 days of issue are deemed accepted by the Customer, subject to the Customer's statutory rights.

11. Payment on Completion, Retentions and Withheld Balances

11a. Completion means the works described in the quotation have been carried out and the installation functions as intended, whether or not minor snagging items remain.

11b. Minor snagging items, meaning small cosmetic or finishing points that do not prevent the installation working as intended, do not entitle the Customer to withhold the balance. The Company will return to address genuine snagging items at no cost.

11c. Where part of the works is genuinely defective, the Customer may withhold only a fair and reasonable sum reflecting the cost of remedying that specific item. Withholding the entire balance over a minor or isolated issue is not accepted.

11d. The Company does not agree to retentions, holdbacks, or conditional payment arrangements unless set out in writing before works commence. Verbal arrangements to delay, reduce, or condition final payment are not accepted.

11e. Where an amount is disputed, the undisputed portion remains payable on the due date. The disputed portion must be raised through the complaints process in section 37.

11f. Payment terms are not extended by the Customer's mortgage, insurance, lender, or third party funding arrangements unless agreed in writing before works commence.

12. Late Payment and Recovery

12a. Late payments incur interest at 8% per annum above the Bank of England base rate, calculated daily from the due date until payment is received in full.

12b. Where the Customer is a business, the Company may instead claim interest, fixed sums, and recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998.

12c. In the event of non-payment, the Company may suspend works, withhold certificates, retain materials, apply interest, and pursue recovery through legal channels. All reasonable costs of debt collection, including solicitor fees and court costs, will be added to the outstanding balance.

12d. Guarantees, warranties, manufacturer warranty registrations, and all certificates are withheld until payment is received in full.

13. Cancellation and Short Notice Changes

13a. Cancellation or rescheduling within 24 hours of a booked appointment may incur a cancellation fee equal to the minimum one-hour charge at the applicable rate.

13b. Repeated rescheduling by the Customer may result in the Company requiring full payment upfront before confirming future bookings.

13c. The Company reserves the right to cancel or reschedule bookings due to engineer illness, emergency redeployment, or circumstances beyond its control without liability to the Customer.

14. Customer Responsibilities Before and During Works

14a. The Customer must ensure the work area is fully cleared before the Engineer arrives. This includes removal of furniture, personal belongings, floor coverings, and any other items that obstruct access.

14b. If the work area is not cleared on arrival, the Engineer may wait at the standard rate, or the visit may be rescheduled at the Customer's cost.

14c. Where the Engineer moves items at the Customer's express request, this is done at the Customer's risk. The Company accepts no liability for damage to items moved, except where caused by the Company's negligence.

14d. If fragile, valuable, or sentimental items are present in the work area and have not been removed by the Customer, the Company accepts no liability for incidental damage during works.

14e. The Customer must ensure a responsible adult aged 18 or over is present at the property throughout the duration of works.

14f. The Customer must provide clear, safe, and unobstructed access to all areas required for the works, including loft hatches, airing cupboards, under-sink areas, and any other relevant spaces.

14g. The Customer must ensure pets are secured away from the work area for the duration of the visit.

14h. The Customer must disclose before works commence anything relevant to the works, including known asbestos, previous DIY or third party work, hidden pipework or wiring, and structural concerns.

14i. For multi-day works, the Customer must provide access from the agreed start time, 8:00am unless otherwise agreed, on every scheduled working day, either by being present or by providing keys, codes, or other access arrangements agreed in advance.

14j. If the Customer is late, absent, or agreed keys or access arrangements are not available at the start time, waiting time is chargeable at the applicable rate. If access cannot be gained within a reasonable time, the day is treated as an aborted visit under clause 5e and the scheduled labour for that day remains chargeable in full.

14k. Customer holidays or absence during scheduled works do not pause the works or the payment schedule. The Customer must put access arrangements in place covering the full duration of the works before they commence. Delays, pauses, or remobilisation caused by Customer absence are chargeable and extend the completion date without liability to the Company.

14l. Where keys or codes are provided, they are held securely by the attending Engineer and returned on completion. The Company is not responsible for pre-existing faults with locks, alarms, or entry systems.

15. Utilities: Customer Supply and Engineer Use

Customer's obligation to provide utilities

15a. The Customer must ensure mains water, gas, and electricity are available, accessible, and in working order before the Engineer arrives.

15b. If utilities cannot be isolated or accessed due to faulty, seized, corroded, or non-existent stopcocks, isolation valves, or consumer units, any additional time or parts required to gain control are chargeable as a variation.

15c. If the Engineer cannot safely proceed due to a utility issue outside the Company's control, the visit remains fully chargeable.

Engineer's right to use site utilities

15d. The Engineer requires access to and use of the Customer's water supply and electrical supply during works. This is a standard working requirement and is not optional.

15e. Use of utilities includes but is not limited to: filling and flushing systems using mains water, using electrical sockets for power tools, test equipment, vacuum equipment, and lighting.

15f. The Customer must ensure live electrical sockets and a functioning water supply are available at the property throughout the duration of works.

Temporary isolation of Customer services

15g. Where works require isolation of water, gas, or heating systems, the Customer will be given reasonable notice where practicable.

15h. The Company is not liable for inconvenience caused by temporary loss of hot water, heating, or water supply during or arising from the works.

15i. The Customer is responsible for making alternative arrangements if temporary loss of services is not acceptable.

15j. The Company will restore services as soon as practically possible. Specific timeframes cannot be guaranteed, particularly where additional parts are required or system conditions dictate otherwise.

15k. Where systems are temporarily isolated and recommissioned, minor airlocks, pressure adjustments, and balancing requirements are a normal part of the recommissioning process and are not faults. Additional attendance required solely as a result of system age or condition during recommissioning is chargeable.

16. Parking, Permits, and Traffic Charges

16a. The Customer is responsible for arranging valid, safe parking for the Engineer's vehicle at or directly adjacent to the property before the visit.

16b. In permit-controlled areas, the Customer must provide a valid visitor permit or make alternative parking arrangements before the Engineer attends. Failure to do so may result in the visit being aborted or delayed, with the minimum charge still applied.

16c. All parking costs, pay and display charges, congestion zone charges, ULEZ charges, clean air zone charges, and any penalty charges or fines incurred by the Engineer due to inadequate parking provision are the Customer's liability and will be added to the invoice.

16d. If parking cannot be arranged and the Engineer cannot reasonably attend, the minimum charge may still apply to cover the wasted slot.

17. Leak Investigation and Trace Works

17a. A leak investigation is a diagnostic service. The Engineer will investigate what is visible, accessible, and within the agreed scope of attendance.

17b. The Company is not liable if the source of a leak or fault is located outside the agreed scope of access, including in a neighbouring property, above, below, or adjacent to the attended premises, or within a communal or third party area.

17c. Where access to a neighbouring property, communal area, or third party premises is required and cannot be obtained, the Company's investigation visit remains fully chargeable regardless of whether the source is identified.

17d. Where the Customer instructs the Engineer to open ceilings, floors, or walls to investigate, this work is carried out at the Customer's instruction and risk. Any making good required following investigative access is excluded and chargeable separately.

17e. If the source of a leak or fault is subsequently found to be in a third party property, the Company's investigation fee stands. The Company carries no liability for the third party's remedial works or costs.

18. Neighbouring Property and Third Party Access

18a. Where works require access to a neighbouring property, communal area, or third party premises, it is the Customer's responsibility to arrange this access before the Engineer attends.

18b. The Company cannot compel access to any property it does not own or occupy. Failure to obtain third party access does not affect the chargeability of the Company's attendance.

18c. The Company accepts no liability for delays, incomplete works, or inability to resolve a fault where third party access is refused or unavailable.

19. Boiler Servicing and Repairs: Separate Services

19a. A boiler service is a routine maintenance inspection carried out on a boiler that is in full working order at the time of attendance. It is not a diagnostic visit, repair, or fix.

19b. If the Engineer arrives to carry out a service and the boiler is found to be faulty, not firing, displaying an error code, or otherwise not functioning correctly, the service cannot be completed.

19c. In these circumstances, the Engineer will carry out a fault diagnosis instead. This is a separate chargeable visit at the applicable diagnostic or call-out rate.

19d. The Customer will be advised of findings and a separate repair quote will be provided. The service fee does not apply toward any subsequent repair cost.

19e. A service will only be completed on a boiler that is fully operational at the time of attendance. Customers are asked to confirm the boiler is working before booking a service appointment.

19f. If the Customer knowingly books a service on a non-working boiler, the visit is chargeable at the diagnostic rate regardless.

20. Existing Installations and Pre-Existing Conditions

20a. The Company accepts no liability for faults, failures, or deterioration in any existing pipework, fittings, joints, valves, radiators, tanks, cylinders, or any other component not directly installed by the Company during the current works.

20b. This includes but is not limited to: seized valves that fail when operated, joints that weep when system pressure changes, radiators that develop leaks during or after flushing, tanks and cylinders that fail when disturbed, and pipework showing age-related deterioration.

20c. The Customer accepts that any intervention on an existing system carries inherent risk due to the unknown condition of existing components, and the Company is not liable for consequential failures arising from this.

20d. Where the Engineer identifies a pre-existing issue likely to cause a problem, the Customer will be advised. If the Customer instructs works to proceed against the Engineer's advice, all risk transfers to the Customer.

21. Power Flushing

21a. A power flush is a cleaning and maintenance procedure. The Company cannot guarantee full restoration of system performance, particularly in systems with significant existing sludge, scale, magnetite, or corrosion.

21b. Power flushing may disturb and expose latent weaknesses in radiators, joints, valves, pumps, heat exchangers, and pipework. Any components that fail during or after a flush are pre-existing faults and are not a workmanship defect.

21c. Repair or replacement of any components that fail during or following a power flush is chargeable in addition.

21d. The Customer is advised that power flushing an old or poorly maintained system carries inherent risk, and by proceeding, the Customer accepts this on an informed basis.

21e. Additional parts required as a result of findings during a flush, including pumps, TRVs, valves, or sensors, are chargeable as variations.

22. Boiler Installation and System Upgrades

22a. Where a new boiler is installed and the system is upgraded from low pressure, gravity fed, or tank fed to mains pressure, the Customer acknowledges that existing radiators, pipework, joints, and fittings may not be rated or suitable for higher operating pressures.

22b. The Company will advise on known concerns but cannot survey every joint, fitting, or length of pipework within an existing system. Any failures in existing components following a pressure upgrade are not the Company's liability.

22c. Removal of loft tanks and associated pipework may expose structural issues, water damage, contamination, or suspected hazardous materials including asbestos lagging. Any such discoveries are treated as variations and additional works are chargeable.

22d. Existing pipework, fittings, and connections utilised as part of a new installation are incorporated at the Customer's risk. The Company provides no warranty on existing components it has not replaced.

22e. Manufacturer warranties on boilers require annual servicing by a qualified engineer. Failure to service the boiler annually may reduce or void the manufacturer warranty. This is outside the Company's control.

23. Air Conditioning Installations

23a. The position of indoor and outdoor units, pipe runs, condensate drainage, and any trunking is agreed with the Customer at the survey or booking stage. Once agreed and installed, relocation of any unit or pipework is chargeable as a variation.

23b. Air conditioning installation requires drilling through internal and external walls, running pipework and cabling, and mounting units. Dust, vibration, and disturbance to nearby surfaces, plaster, and finishes are an unavoidable part of the works. Section 26 on making good applies.

23c. Wall construction cannot be fully assessed until drilling begins. Where walls are found to contain unexpected materials, cavities, steel, or services, additional work required is chargeable as a variation.

23d. The Company installs only equipment and refrigerants compliant with current F-Gas regulations. The Company does not supply, install, or top up systems using non-compliant refrigerants.

23e. Condensate must drain away from the property. Where a gravity drain is not achievable, a condensate pump is required and is chargeable where not already quoted.

23f. The system is commissioned, tested, and demonstrated at handover. Ongoing performance depends on use within the manufacturer's guidance and servicing at the intervals the manufacturer requires. Failure to service the system may reduce or void the manufacturer warranty.

23g. Electrical connection is carried out to current regulations. Where a new dedicated circuit, consumer unit alteration, or supply upgrade is required and not included in the quote, this is chargeable as a variation.

23h. Quoted performance figures are manufacturer ratings under test conditions. Actual room temperatures achieved depend on room size, insulation, glazing, occupancy, and ambient conditions, and are not guaranteed.

23i. External unit positioning may be subject to planning, permitted development, leasehold, or freeholder requirements. In accordance with clause 3f, acceptance of the quotation confirms that any consent required has been obtained by the Customer before works commence. The Company is not liable for the removal or relocation of units required due to missing consent, and any such work is chargeable.

24. Bathroom Installations

24a. Bathroom installations are quoted on the basis of the specification, products, and finishes agreed before works commence. Changes to products, layout, or finishes after works begin are variations and are chargeable, including any delay caused.

24b. Bathroom installations are subject to staged payments as set out in the quote. Works proceed stage by stage only once the corresponding payment has cleared.

24c. Removal of existing bathrooms may expose hidden defects including rot, damp, failed subfloors, degraded pipework, non-compliant electrics, or hazardous materials. Rectification of any such condition is a chargeable variation.

24d. Natural products including stone, wood, and handmade tiles vary in shade, pattern, and dimension. Such variation is a characteristic of the product and not a defect.

24e. Lead times on Customer-selected products are set by suppliers and manufacturers. The Company is not responsible for delays caused by late, incorrect, damaged, or discontinued Customer selections.

24f. Where the Customer supplies their own bathroom products, section 27 applies in full.

25. Asbestos and Hazardous Materials

25a. Where works involve access to loft spaces, ceiling voids, wall cavities, or areas with older pipe lagging, tank insulation, or ceiling and floor materials, suspected asbestos or other hazardous materials may be encountered.

25b. If suspected asbestos or hazardous material is identified by the Engineer, works will stop immediately. The Engineer will not disturb suspected asbestos under any circumstances.

25c. The attendance and any works completed up to the point of discovery remain fully chargeable.

25d. Resumption of works requires the Customer to commission an asbestos survey and provide written clearance from a qualified specialist before the Company will return to site.

25e. The costs of any survey, testing, removal, or clearance are entirely the Customer's responsibility.

26. Making Good, Dust, and Reinstatement After Works

26a. Any reinstatement required following works is excluded from the scope unless explicitly itemised in the quote. This includes plastering, painting, decorating, tiling, grouting, flooring, carpet relaying, boxing, and any other finishing or cosmetic works.

26b. The Engineer will leave the work area in a clean and safe condition and will make good around the works to a sound and functional standard, for example filling and sealing core holes and entry points. Decorative finishing is not included.

26c. Drilling, chasing, and installation works create dust which can settle beyond the immediate work area despite reasonable precautions. Dust and airborne residue are a normal consequence of the works and are not a defect or grounds for withholding payment.

26d. During physical works, including on warm days, incidental light marking, scuffing, or handprints may occur on nearby surfaces. The Company takes reasonable care, but touch-up decoration of incidental marking is the Customer's responsibility unless it results from the Company's negligence.

26e. The Company is not responsible for the failure of surfaces, plaster, tiles, or fixtures that were weak, loose, blown, cracked, or defective before works began.

26f. Where access has been created through walls, floors, or ceilings at the Customer's instruction, reinstatement of those surfaces is the Customer's responsibility and cost.

26g. The Company can provide a separate quotation for making good and redecoration if required.

27. Customer-Supplied Materials

27a. Materials supplied by the Customer are installed entirely at the Customer's risk.

27b. The Company provides no warranty on customer-supplied materials in respect of suitability, performance, compatibility, lifespan, or defects.

27c. If customer-supplied items are missing parts, incorrect, damaged, incomplete, or unsuitable, and this causes works to stop or the Engineer to return on a separate occasion, each additional visit is chargeable at the applicable rate, plus any materials the Company then supplies.

27d. If a customer-supplied item fails immediately or shortly after installation, labour to revisit, remove, or replace is chargeable.

27e. The Company reserves the right to refuse installation of any item deemed unsafe, non-compliant, or unsuitable.

27f. On supply-only orders, the Company provides goods only and gives no warranty on installation carried out by the Customer or any third party. Manufacturer warranties apply as set by the manufacturer.

28. Company-Supplied Materials

28a. All materials purchased by the Company specifically for a job remain the Company's property until paid for in full.

28b. If a job is cancelled after materials have been ordered, those materials are chargeable in full regardless of whether works proceed.

28c. The Company will not return materials purchased to order. Special order items are non-refundable.

28d. Surplus materials not used on site remain the property of the Company unless explicitly agreed otherwise in writing before works commence.

29. Scaffolding, Access Equipment, and Permits

29a. Where works require scaffolding, mobile elevated work platforms, specialist access equipment, or permits from local authorities or highways agencies, these are the Customer's responsibility to arrange and fund unless explicitly included in the quote.

29b. Works will not commence until all required access equipment is in place and all necessary permits are obtained.

29c. Delays caused by the Customer's failure to arrange access equipment or permits are chargeable at the applicable waiting time rate.

30. Landlord, Agent, and Third Party Bookings

30a. Where a booking is made by a landlord, letting agent, managing agent, or any third party on behalf of a tenant or occupant, the booking party remains liable for payment in full regardless of whether the tenant is present, cooperative, or causes delays.

30b. Access issues caused by tenants, including refusal of entry, non-attendance, or hostile behaviour, are chargeable to the booking party at the minimum charge rate.

30c. The Company will not enter a property where the occupant is hostile, refuses entry, or where safe working conditions cannot be confirmed.

30d. Where a landlord or agent instructs works and the tenant disputes or refuses, this is a matter between the landlord and tenant. The Company's charges stand in full.

31. Subcontracting and Third Party Interference

31a. The Company reserves the right to subcontract works to vetted and approved engineers without requiring prior customer consent. All subcontracted works are carried out under the Company's terms and to the same standard. The Customer's contract remains with Vantage Plumbing & Heating.

31b. Any guarantee or warranty issued by the Company becomes void if another contractor, engineer, or unqualified individual interferes with, adjusts, or alters the Company's works without prior written consent.

31c. The Company accepts no liability for failures or faults arising from third party interference with its installations.

32. System Failures and Pre-Existing Defects

32a. The Company is not responsible for failures attributable to corrosion, aged pipework, weak radiators, limescale, sludge, airlocks, faulty pumps or valves, poor previous installations, inaccessible pipework, uncontrolled leaks, or any works carried out by third parties.

32b. Pressurising old systems may expose latent leaks and weak points. This is not the Company's liability.

32c. Where the Engineer identifies a pre-existing defect likely to affect the works or cause a subsequent failure, the Customer will be advised. Proceeding against advice transfers all risk to the Customer.

33. Secondary and Consequential Damage

33a. The Company is not liable for damp, mould, structural movement, decorative damage, or any secondary damage arising from pre-existing leaks, water ingress, system failures, or defects identified or unidentified at the time of the visit.

33b. The Company is not liable for consequential losses, loss of earnings, alternative accommodation costs, or any indirect financial loss of any kind, except where such liability cannot be excluded by law.

33c. Except in respect of death or personal injury caused by the Company's negligence, fraud, or any liability that cannot lawfully be limited, total liability in all cases is limited to the value of the works carried out by the Company on the relevant job.

33d. Any allegation that the Company has caused damage to the property or its contents must be reported to the Company in writing within 48 hours of the works, supported by photographs, and before any other trade or contractor works in the affected area. The Company will assess any allegation against its own site documentation

under section 39. Allegations raised outside this period, or after third party works in the same area, may be rejected.

34. Drainage Works

34a. Jetting and drain clearing may expose damaged pipes, collapsed sections, root ingress, or pre-existing structural defects. Discovery of these conditions does not indicate a workmanship fault.

34b. The Company is not liable for reoccurring blockages caused by structural defects, root ingress, or ground movement.

34c. Sewage overspill, contamination, or external mess caused by defective drainage systems are pre-existing conditions and are not the Company's responsibility.

34d. CCTV drain surveys are a separate service and are charged independently.

35. Testing, Commissioning, and Certificates

35a. All gas works are tested and signed off in accordance with Gas Safe regulations. All electrical works are tested in accordance with current BS7671 requirements.

35b. The Customer must be present or represented at the point of commissioning and sign-off.

35c. If the Customer refuses to allow testing or sign-off, the Company cannot issue any certificate and accepts no liability for the uncertified installation.

35d. Gas Safe certificates, building regulations notifications, electrical installation condition reports, manufacturer warranty registrations, and all other certificates or documentation are issued only upon receipt of payment in full.

35e. Withholding certificates pending payment is standard practice and does not constitute a breach of any obligation.

36. Revisits and Workmanship Warranty

36a. The Company's workmanship is warranted for 12 months from the date of completion, subject to all of the following conditions: payment received in full, no third party interference or customer tampering, the issue raised in writing within the warranty period, and the complaints process in section 37 followed.

36b. A free revisit is provided only where an issue is demonstrated to be a direct workmanship fault within the warranty period and all conditions in clause 36a are met.

36c. Chargeable revisits include issues caused by: old or existing system components, customer-supplied parts, manufacturer defects, changes in system pressure unrelated to the Company's works, and any issue not directly attributable to Company workmanship.

36d. Parts and materials carry the relevant manufacturer warranty only. The Company does not extend or supplement manufacturer warranties. Many manufacturer warranties, including on boilers and air conditioning units, require annual servicing by a qualified engineer, and lapse if servicing is missed.

36e. The workmanship warranty is not transferable and applies to the original Customer at the original property unless agreed otherwise in writing.

The warranty may be reduced or voided where: anyone other than the Company or an engineer approved by the Company works on, alters, or interferes with the installation; the system is not serviced as required; the system is misused, used outside the manufacturer's guidance, or damaged by accident, neglect, freezing, flooding, power issues, or building work; faults arise from materials or appliances supplied by the Customer; the invoice has not been paid in full; or changes made by others to the system or property affect how the Company's work performs.

37. Complaints and Right to Remedy

37a. IMPORTANT: The Customer must follow this complaints process in full, and in particular must give the Company the opportunity to inspect and remedy, before engaging any other contractor. This does not restrict the Customer's statutory rights or right to contact any regulatory body.

37b. Any complaint regarding workmanship must be submitted to the Company in writing as soon as reasonably possible after the issue is identified, and within the warranty period for workmanship issues.

37c. The Company must be given a minimum of 5 working days to acknowledge and respond to any written complaint, and will attend sooner where the issue is urgent.

37d. The Company must be given a fair and reasonable opportunity to return to site, inspect the issue, and carry out any remedial works before any third party contractor is engaged.

37e. If the Customer engages another contractor to inspect, alter, or rectify the works before allowing the Company this opportunity, the workmanship warranty on the affected works is voided, and the Company will not accept liability for the third party's costs, because the Company can no longer verify the condition of the original works.

37f. The Company will not accept liability for any costs incurred by a third party contractor engaged without the Company's prior written consent.

37g. Raising a complaint does not remove the Customer's obligation to pay any undisputed amount when due, in accordance with section 11.

38. Behaviour and Site Safety

38a. The Company will not tolerate verbal abuse, threats, intimidation, harassment, or aggressive behaviour directed at any Engineer or member of staff.

38b. Where such behaviour occurs, the Engineer may leave site immediately. The visit remains fully chargeable and no refund will be given.

38c. If unsafe conditions are present at the property, including unsecured dogs, known hazards, intoxicated individuals, or any other condition deemed unsafe, the Engineer may refuse attendance or leave site. The booked slot remains chargeable.

39. Photography and Site Documentation

39a. Engineers may photograph and video site conditions on arrival, during works, and at completion as a record of condition and workmanship.

39b. These records are retained by the Company and may be used in the event of a dispute.

39c. By accepting these Terms, the Customer consents to photography and video documentation of the property and works for these purposes. Records are handled in line with UK data protection law.

40. Force Majeure

40a. The Company is not liable for delays or failure to perform caused by circumstances beyond its reasonable control, including but not limited to severe weather, supply chain disruption, engineer illness, road closures, or national emergencies.

41. Waste Disposal and Removed Materials

41a. Waste removal is not included in any quote unless explicitly stated. Waste disposal will be charged separately if required.

41b. All removed components, old pipework, copper, and scrap materials become the property of the Company unless otherwise agreed in writing before works commence.

42. VAT

42a. All prices are exclusive of VAT unless explicitly stated otherwise. VAT is applied at the prevailing rate and shown on all invoices.

42b. Residential air conditioning installations and certain qualifying energy-saving installations are currently zero-rated for VAT under HMRC energy-saving materials relief. Commercial installations are subject to VAT at the standard rate. VAT treatment follows the legislation in force at the date of invoice.

42c. VAT No: 392 8946 37.

43. Governing Law

43a. These Terms are governed by and construed in accordance with the laws of England and Wales.

43b. Any disputes arising under these Terms will be subject to the exclusive jurisdiction of the courts of England and Wales.

Vantage Plumbing & Heating Limited
Croft Chambers, 11 Bancroft, Hitchin, Hertfordshire, SG5 1JQ
Tel: 01462 506 374 | Emergency: 07713 161 513
Email: info@vantageplumbingandheating.co.uk | www.vantageplumbingandheating.co.uk
Company No. 13248357 | Gas Safe Reg. 956889 | VAT No. 392 8946 37