



Terms & Conditions

DPC Plumbing & Heating Limited (Company Registration No: 9164661) operates on the principles of honesty and reliability, aiming to provide an excellent customer service.

Please ensure you read these terms before using our services. By using our services, you are agreeing to these terms.

Definitions

In these terms and conditions (hereafter named "Terms")

- "DPC/Our/Us/We" refers to DPC Plumbing & Heating Limited, a sub-contractor or representative of the company.
- "Customer/You" refers to the person or organisation for whom we agree to carry out work and/or supply or materials.
- "Services/Works" refers to anything offered by DPC including enquiries, estimates, installations, repairs, call outs, servicing and guarantees.
- "Contract" refers to the agreement between the Customer and DPC to carry out the services.
- "In Writing" includes email correspondence.

Acceptance Of Work

DPC reserves the right to refuse or decline any work. Where we agree to undertake work for the customer, this will be done so by authorised representatives of DPC only.

Charges

DPC charges a minimum 1 hour visit fee for all appointments, regardless of work carried out plus the cost of any additional labour time over the first hour, and parts/materials if used. If for any reason we are unable to carry out works during attendance, the minimum 1 hour fee would still be payable for our visit.

For hourly rate work the total charge to you will consist of the cost(s) of:

- Labour (the amount of time spent by our engineer carrying out work) including all reasonable time spent in obtaining non-stocked materials, charged in accordance with our current hourly rates.
- Materials used/ supplied by us (the trade purchase price of materials +markup).

For fixed price work the total charge to you will be given as a firm cost (manifest errors exempted), inclusive of labour & materials.

Any estimate provided by DPC may be revised in the following circumstances:

- If after the submission of the estimate by DPC, the customer instructs us (whether in writing or orally) to provide additional works or services not referenced or detailed within the estimate.
- If following the submission of the estimate by DPC, there is an increase in the cost of materials to be supplied.
- If following the submission of the estimate DPC, it is discovered further works and services need to be carried out which had not been anticipated.
- If following submission of the estimate or works carried out, it is discovered that there was a manifest error when the estimate was prepared.

DPC will not be under any obligation to provide an estimate to the customer and will only be bound by estimates given in writing to you after site survey by an authorised DPC representative. We will not be bound by any estimates given orally or in which manifest errors occur.

Any estimate supplied by us is subject to withdrawal at any time.

If DPC is not in receipt of an unqualified acceptance by the client within 30days then the estimate shall be deemed withdrawn.

Payment

Upon your agreement for DPC to carry out estimated work, if the total sum exceeds £1500, a deposit payment of 25% of the total is payable immediately. If materials unique to your work specification are required i.e. decorative radiators, underfloor heating, you may be required to pay for this in full immediately. All invoices are due for full payment within 14 days of the completion of works and delivery of invoice.

Where the customer is represented by a third party person(s) or agent(s) (such as a managing agent, landlord, tenant or other occupier, friend, family, contractor or other representative), in the event of non-payment by the customer, the third party will be responsible for full payment unless we have agreed otherwise in writing prior to any works commencing.

Where any services provided by DPC is subject to snagging, the customer agrees to make payment of 95% of the total invoice amount within 14 days of the completion of works and delivery of invoice. The customer must then provide us access without delay to allow the snagging to be finalised and completed. Payment for the remaining 5% balance will be due immediately following completion of the snagging.

For any late payments whether in part or in full of an invoice, will be subject to the daily interest rate of 3% over the base rate, until the payment in full is received.

DPC will be under no obligation to provide or issue any guarantees, certificates or other similar documents to the customer for works, unless payment has been made and received in full.

All charges are subject to VAT at the prevailing rate except in cases where the work carried out is zero-rated. DPC Registered VAT Number: 226134632

Rights, Illustration And Description Of Works

Any illustrations, descriptions, imagery either displayed on the DPC website, in marketing materials (both offline and online), catalogues, price lists or other are intended merely to present a general idea services provided by DPC. No part of these shall form part of any contract.

All content, including graphics and logo's remain the sole property of the DPC, and are not to be copied, reproduced or distributed either in part or full, without our prior written consent.

Timekeeping

DPC will advise the customer of the date and time for works to be carried out.

We will always endeavour to ensure we maintain this schedule and that our engineers attend at the agreed time. However, we accept no liability in respect of late/non-attendance at any site, or for the late/non delivery of any equipment or materials. All times provided by us are estimates only.

Intricate planning goes into organising a start date for work and if for any reason you are unable to meet this date then some weeks may pass before we are able to reschedule another date.

Defects

DPC will not hold responsibility or liability for damage caused whilst investigating and repairing any plumbing, gas or drainage work, including blockages. This includes but not limited to; the removal of bathroom suites, panels or furniture, tiles and tiling, floor coverings (carpet, rugs, laminate, wood, tiles etc), internal and external walls where pipework is/has to be routed and other damages as a result.

It is the responsibility of the customer to protect items of furniture, furnishings, fixtures and fittings. We will of course make efforts not to cause damage however the customer should remove items that are considered to be of concern. If items remain within the working area, it is the responsibility of the customer to cover/protect such items.

DPC cannot guarantee to avoid causing damage to surrounding to plaster, rendering, brickwork, wallpaper, paintwork, flooring, tiling or other coverings, in the areas required for agreed work to be completed. The customer should discuss with DPC any concerns of potential damage to property before work commences. We will not hold any responsibility for any damage suffered to a part of any property where the damage is in whole or in part a consequence of a defect or weakness in that part of the property. All materials removed during the course of the installation will be cleared from site and cannot be retrieved thereafter. If materials are required to be retained this must be stated in writing before work commences. We cannot guarantee to remove any materials intact and without damage.

Subject to the exclusions listed below, DPC undertakes to make good and repair any defect in completed work, which appears within six months of the complete date of the same, to the extent that such defect arises from the breach of DPC obligations under this contract.

All defects must be notified to DPC by the customer in writing within this period, and DPC and its insurers must be provided the opportunity to inspect the work and any alleged defect. This inspection shall only apply to work carried out and completed by DPC that has been paid in full by the customer. Following the inspection and it transpires the alleged defect is not the result of any work carried out or provided by DPC, we reserve the right to make a charge to the customer for the inspection visit.

Exclusions include:

- Any parts or materials supplied by DPC will only be provided with the manufacturers or suppliers guarantee, and are not guaranteed by us
- Any systems or structures which have not been installed by DPC
- Any defects resulting from the misuse, wilful act or faulty workmanship by the customer or any other third party working for or under the direction of the customer.
- Any structural defects, such as but not limited to subsidence and its resultant effect.
- Any damage to drainage systems caused by any outside force or root penetration.

The customer hereby agrees to afford DPC a reasonable opportunity for access and remedying any faults for which we are liable and for supplying service such as water and electricity.

Consents and Access

It is the customer's duty to ensure suitable permission, permits, licenses and all other consents from the owner/landlord/agent/organisation, and/or planning permission if necessary is obtained prior to installation work carried out by DPC. We will not be held responsible for any damage to the property (such as fixings, holes etc.) if this has not been obtained, and in the event of equipment supplied or installed requiring removing or re-positioning, extra charges will be incurred.

The customer shall provide clear access to enable DPC to undertake the works, and will make all the necessary arrangements with the proper persons or authorities for any traffic controls and signals required in the connection with carrying out the works.

The customer shall obtain permission for DPC to proceed over property belonging to neighbours or third parties if this is necessary. The customer shall indemnify DPC in all aspects of claim from neighbouring/third party properties arising out of the presence of us or its employee's/representatives.

The customer will at all times ensure the environment is safe for DPC and its employee's/representatives for the purpose of carrying out the works.

By instructing DPC to proceed with any works as agreed, it is understood by DPC the customer has sought the necessary permission as set out above. The customer will be liable for all loss and damage whether indirect, direct or consequential which has been suffered by us as a result of the failure or delay of the customer in performing the obligations as detailed above.

The customer shall indemnify DPC against any and all actions, claims, demands, suits, losses, costs, expenses and charges which we may suffer or incur in connection with a claim by a third party, resulting from a breach of the customer's obligations, undertakings and representations and warranties in connection with this contract.

DPC have based our price to you upon free access to your premises without hindrance (but only in the area and for the express purpose of the works as ordered) and the free use of electricity and water.

Title to Goods

Goods supplied and delivered by DPC/ representative supplier to you, or your premises, shall remain DPC property until paid for by you in full. Whilst goods remain our property we have the absolute authority to:

- Retake, sell or otherwise deal with or dispose of all or any part of these goods.
- Enter any premises, at any time and without notice, in which goods or any part thereof is installed, stored or kept, or is reasonably believed so to be.
- Seek a court injunction to prevent you from selling, transferring or otherwise disposing of such goods.

The risk in such goods will pass to you on delivery to you. You must insure them at replacement value, and if asked you must produce evidence that they are properly insured

Force Majeure

DPC will use all reasonable efforts to carry out and complete the works on time, but shall not be liable to the customer or any third party if the works prove impossible due to events or circumstances beyond our reasonable control.

Notice of Right to Cancel

The customer has the right to cancel the contract within fourteen calendar days starting on the day these terms and this notice of right to cancel is issued. In order to cancel you must contact us verbally and should then confirm in writing.

If you agree work will commence before the fourteen day cancellation period expires, and should you subsequently cancel in accordance with your rights, you are advised that reasonable payment will be due for survey, administrative costs, any work carried out, materials supplied and loss of profit.

If you cancel your contract prior to any work being carried out or materials supplied, then you shall be liable for any related expenditure together with the profit that would have been made by DPC had the work been carried out and/or materials supplied in accordance with such instructions. DPC may have incurred costs on your behalf for special materials ordered unique for your installation including decorative radiators, underfloor heating etc.

It should be noted that the nearer to the installation time then the greater the cancellation costs.

Frozen Pipes

DPC will not be liable for any fractures found in frozen pipes attended by us, and cannot guarantee to clear blockages occurring within frozen pipes or drainage systems.

Guarantees

Any guarantee provided by DPC shall be for labour only, in respect of faulty workmanship from 12 months of the date of completion.

Any parts, equipment or components supplied by us will be covered by their respective manufacturer's warranty.

Our guarantee will become null and void if the work/appliance completed/supplied by DPC is:

- Subject to misuse or negligence
- Repaired, tampered with, removed, repositioned or modified by anyone other than DPC engineer /representative. We accept no liability for (or guarantee suitability for) materials supplied by the customer or other third parties, and will not accept liability for any damage or faults as a result.

We are unable to guarantee any work in respect of blockages in waste and drainage systems.

We are unable to guarantee any work which has been undertaken on instruction by the customer, against DPC/ engineer advice/recommendations.

DPC will only guarantee work directly undertaken by us and its employee's. Any work carried out on behalf of us by agents or sub-contractors will be guaranteed under their own respective policies.

We will not be liable or responsible for any damage or defect arising from work not fully guaranteed or where recommended work has not been carried out.

DPC will not guarantee work where the customer has been notified either verbally or in writing by us of any 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, unless otherwise caused by our Gas Safe engineer.

All Gas Safe engineers operate under their own Gas Safe registration, and as such are solely responsible for any gas related work and subsequent liability.

Complaints Procedure

In the unlikely event the customer experiences a problem with the service provided by DPC, the customer must put their complaint in writing to DPC Plumbing & Heating Limited, The Oaks Stonham Road, Mickfield, IP14 5LR at their earliest opportunity. Upon receipt of this complaint, we will endeavour to resolve the matter within thirty days.

Nothing in these terms and conditions is intended to remove your rights regarding the quality of our work, or relating to faulty or misdescribed goods that are supplied as part of our service.

These Terms & Conditions and all contracts awarded between DPC Plumbing & Heating Limited and our Customer shall be governed and construed in accordance with English law.

DPC Plumbing & Heating Limited is a company incorporated in England and Wales with registered number: 9164661. Our registered office and correspondence address is: The Oaks Stonham Road, Mickfield, IP14 5LR. Our registered VAT number is: 226134632.