

Our terms

1. **Definitions and Interpretation**
 - 1.1 The following definitions and rules of interpretation apply in this Agreement:
Estimate - the Estimate describing the Goods and Services and the price of them set out overleaf or otherwise provided to you;
Event Outside our Control - defined in clause 11.2;
Goods - the goods that We are selling to you as set out in the Order;
Order - your order for the Goods and/or Services as set out in Our Estimate;
Services - the services that We are providing to you as set out in the Order;
Terms - the terms and conditions set out in this document; and
We/Our/Us - Futureplumb Limited incorporated and registered in England and Wales with company number 10943132 whose registered office is at Time Central, 32 Gallowgate, Newcastle upon Tyne, NE1 4BF.
 - 1.2 When We use the words "writing" or "written" in these Terms, this will include email or text messages unless We say otherwise.
2. **Our contract with you**
 - 2.1 These are the terms and conditions on which We supply Goods, or Services, or both Goods and Services, to you.
 - 2.2 Please ensure that you read these Terms carefully, and check that the details on the Order and in these Terms are complete and accurate, before you sign the Order. If you think that there is a mistake or require any changes, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us.
 - 2.3 When you sign and submit the Order to Us, this does not mean We have accepted your order for Goods and/or Services. Our acceptance of the Order will take place as described in clause 2.4. If We are unable to supply you with the Goods and/or Services, We will inform you of this and We will not process the Order.
 - 2.4 These Terms will become binding on you and Us when We issue you with a written acceptance of an Order **OR** We contact you by text or email that We are able to provide you with the Services or the Goods, at which point a contract will come into existence between you and Us.
 - 2.5 If any of these Terms conflict with any term of the Order, the Order will take priority.
 - 2.6 Any images of the Goods on Our website or in any catalogue or brochure are for illustrative purposes only. Although We have made every effort to display any colours accurately, We cannot guarantee that any printed pictures accurately reflect the colour of the Goods. Your Goods may vary slightly from those images.
3. **Changes to Order or Terms**

You may make a change to the Order for Goods and/or Services at any time before We despatch the Goods or give you a start date for the Services by contacting Us. Where this means a change in the total price of the Goods and/or Services, We will notify you of the amended price in writing.
4. **Third-party manufacturer's guarantee of Goods**

Goods supplied by Us will often come with a manufacturer's guarantee. For details, please refer to the manufacturer's guarantee provided with the Goods. However, regular servicing of the Goods may be necessary in order to maintain that guarantee.
5. **Seller's guarantee of Goods and Services**
 - 5.1 We guarantee that on installation and for a period of 30 days from installation, Goods which do not have the benefit of a manufacturer's guarantee shall be free from material defects. If new Goods are installed, we also guarantee the quality of the workmanship involved in the provision of the Services for a 12 month period from completion of our work. However, these guarantees do not apply in the circumstances described in clause 5.2. If no new Goods are installed, we guarantee the quality of Our workmanship only for a 30 day period.
 - 5.2 These guarantees do not apply to any defect in the Goods or other faults arising from:
 - 5.2.1 fair wear and tear;
 - 5.2.2 wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
 - 5.2.3 if you fail to operate or use or fail to service or maintain the Goods in accordance with the user instructions; and
 - 5.2.4 any alteration or repair by you or by a third party who is not one of Our authorised repairers.
6. **Providing Services**
 - 6.1 We will supply the Services to you from the date set out in the Order **OR** the date agreed between Us in writing until the Estimated completion date set out in the Order (if any).
 - 6.2 We will make every effort to complete the Services on time. However, there may be delays due to an Event Outside Our Control. See clause 11 for Our responsibilities when an Event Outside Our Control happens.
7. **If there is a problem with the Services**

In the unlikely event that there is any defect with the Services:
 - 7.1 please contact Us and tell Us as soon as reasonably possible; and
 - 7.2 please give Us a reasonable opportunity to repair or fix any defect, you will not have to pay for Us to repair or fix a defect with the Services notified to us within 30 days of the completion of the Services.
8. **Price, payment and scope of work**
 - 8.1 The price of the Goods and/or the Services will be set out in the Order. Our prices may change at any time, but price changes will not affect Orders that We have confirmed with you.
 - 8.2 These prices exclude VAT. If the rate of VAT changes between the date of the Order and the date of delivery or performance, We will adjust the rate of VAT that you pay, unless you have already paid for the Goods and/or Services in full before the change in the rate of VAT takes effect.
 - 8.3 Payment for the Goods and/or Services will be due as set out on any payment schedule on the Estimate. In the absence of any payment schedule, then payment in full will be required immediately on completion of the provision of the Goods and Services.
 - 8.4 If you do not make any payment due to Us by any due date for payment, We may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Barclays Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount and, in addition, We reserve the right to levy an administration charge of £50 or such other sum as We think reasonable in relation to any unpaid account.
 - 8.5 The price on the Order does not include the following:
 - 8.5.1 any repairs identified or needed due to design or other faults in your current system at the time of the Services being carried out;
 - 8.5.2 any improvements which are needed to your heating or plumbing system or electrical installation, including the cost of PowerFlushTM or any work needed to bring your system or installation up to current standards;
 - 8.5.3 getting to your system (materials and labour) – for example, pipes or wiring buried in walls or "built-in" appliances;
 - 8.5.4 any additional installation or other work that may be required as a result of faulty masonry or other issues that can only be identified after We have started to carry out the Services;
 - 8.5.5 removing any dangerous waste material, including asbestos; or
 - 8.5.6 repairing or replacing appliance flues unless specifically included in the Estimate.
 - 8.6 Following Our work, you may need to do some redecorating. You will be responsible for this (and We will not pay for it) unless we have been negligent. If access has to be made, we will fill in any holes and leave the surface level but we will not necessarily replace the original surface or construction.
 - 8.7 If the safety earthing arrangements in your property do not meet the standards set out in the current Institute of Electrical Engineers regulations, We will tell you what work is needed to correct any problem. Any work recommended to put things right is an extra cost.
9. **Insurance of Goods and title**

Title in the Goods will not pass to you until we have received full payment for them and for any associated Services. Until title to the Goods has passed to you, you will keep the Goods in satisfactory condition and keep them insured against all risks for their full price.
10. **Our liability to you**
 - 10.1 We do not exclude or limit in any way Our liability for:
 - 10.1.1 death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
 - 10.1.2 fraud or fraudulent misrepresentation;
 - 10.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
 - 10.1.4 defective products under the Consumer Protection Act 1987.
 - 10.2 Subject to clause 10.1:
 - 10.2.1 We shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this Order; and
 - 10.2.2 Our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £1,000.
 - 10.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
 - 10.4 This clause 10 shall survive termination of Our Agreement with you.
11. **Events Outside Our Control**
 - 11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.
 - 11.2 An Event Outside Our Control means any act or event beyond Our reasonable control.
 - 11.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:
 - 11.3.1 we will contact you as soon as reasonably possible to notify you; and
 - 11.3.2 our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control.
12. **Your rights to cancel and applicable refund**
 - 12.1 Before We begin to provide the Services or the Goods are delivered, you have the following rights to cancel an Order for Goods and/or Services:
 - 12.1.1 you may cancel any Order for Goods and/or Services at any time before the start date for the Services by contacting Us. We will confirm your cancellation in writing to you;
 - 12.1.2 if you cancel an Order under clause 12.1.1 and you have made any payment in advance for Services that have not been provided to you, or Goods that have not been delivered to you, We will refund these amounts to you; and
 - 12.1.3 however, if you cancel an Order for Goods and/or Services under clause 12.1.1 and We have already started work on your Order by that time, you will pay Us any costs We reasonably incurred in starting to fulfil the Order, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact Us.
 - 12.2 Once We have begun to provide the Services to you, you may cancel the contract for Services with immediate effect by giving Us written notice if:
 - 12.2.1 we break this contract in any material way and We do not correct or fix the situation within 14 days of you asking Us to in writing; and
 - 12.2.2 we go into liquidation or a receiver or an administrator is appointed over Our assets.
13. **Our rights to cancel and applicable refund**
 - 13.1 If We have to cancel an Order for Goods and/or Services before the Services start or the Goods are delivered:
 - 13.1.1 we may have to cancel an Order before the start date for the Services due to an Event Outside Our Control or the unavailability of stock or (in the case of Services) key personnel or key materials without which We cannot provide the Services. We will promptly contact you if this happens;
 - 13.1.2 if We have to cancel an Order under clause 13.1.1 and you have made any payment in advance for Services that have not been provided to you, or Goods that have not been delivered to you, We will refund these amounts to you; and
 - 13.1.3 where We have already started work on your Order for Services by the time We have to cancel under clause 13.1.1, We will not charge you anything and you will not have to make any payment to Us.
 - 13.2 Once We have begun to provide the Services to you, We may cancel the contract for the Services at any time by providing you with at least three calendar days' notice in writing. If you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.
 - 13.3 We may cancel the contract for Services at any time with immediate effect by giving you written notice if:
 - 13.3.1 you do not pay Us when you are supposed to as set out in clause 8.3. This does not affect Our right to charge you interest under clause 8.4; or
 - 13.3.2 you break the contract in any other material way and you do not correct or fix the situation within three days of Us asking you to in writing.
14. **Information about us and how to contact Us**
 - 14.1 We are a company registered in England and Wales. Our company registration number is 10943132 and Our registered office is at Time Central, 32 Gallowgate, Newcastle upon Tyne, NE1 4BF. Our registered VAT number is 292395373.
 - 14.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at 0800 448 8180 or by e-mailing Us at info@futureplumb.co.uk.
 - 14.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by e-mail, by hand, or by pre-paid post to our registered office. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Order.
15. **How we may use your personal information**
 - 15.1 We will use the personal information you provide to Us to:
 - 15.1.1 provide the Goods and/or Services;
 - 15.1.2 process your payment for such Goods and/or Services; and
 - 15.1.3 inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.
 - 15.2 You agree that We may pass your personal information to credit reference agencies and that they may keep a record of any search that they do.
 - 15.3 We will not give your personal data to any other third party.
16. **Other important Terms**
 - 16.1 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
 - 16.2 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.
 - 16.3 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts.