



Facelifts Maintenance
Plumbing and Heating

Terms and Conditions

1. Please read the following clauses carefully as they tell you everything you need to know about the agreement you will enter into in respect of Facelifts Maintenance Ltd. In all clauses, the company refers to Facelifts Maintenance Ltd. If you are uncertain as to your rights under them or you want any explanation about them, please write or telephone us at the address or telephone number given.
2. The company has quoted the cost of a service that meets the requirements stipulated in your quotation request. Once you have accepted this quotation in accordance with below, the company undertakes to carry out all the works necessary to complete the work described in your specification and this quotation subject to the conditions contained in this agreement.
3. If you require a particular date for the works to be carried out, the company will do all that it reasonably can to meet the dates given for the works to be carried out. The company also understands that there might be instances when a date for works cannot be met by you, and as a result no party shall be liable for costs. In case of unforeseen circumstances, beyond reasonable control of the company or you, the company will contact you and agree an alternative date.
4. The company will carry out the whole of the work specified in this quotation at the price quoted during normal hours, which are between 8am and 5pm Monday to Friday. Any variations or additions requested by you will be subject to an additional charge and if the company is delayed or prevented from completing works by the agreed date due to delay or default on your part, the company may on written notice to you add to the charges at a reasonable sum in respect of any additional costs incurred.
5. You shall at your own expense obtain all necessary consents for the installation of the works, including (without installation) building regulations and planning consents, consents from neighbours and mortgages.
6. If you are a tenant, you may need your landlord's permission for an installation to be carried out. The company will assume such permission has been granted and shall have no liability for any loss or damage arising from failure to obtain such permission.
7. You will provide reasonable access to enable work to be completed.
8. Your order as accepted subject to the condition that there must be an adequate gas/water supply to the dwelling prior to the commencement of the work. Without prejudice to the company's rights where such supply is not laid to enable work to commence, the company may cancel the contract and shall not have any liability for any costs, loss or damage arising from such cancellation. In certain circumstances the size of the existing gas rate cannot always be determined. If a new gas line is required, this will be charged at our standard hourly rates and will be in addition to the quoted price.



Facelifts Maintenance
Plumbing and Heating

Terms and Conditions

9. The prices specified in this agreement do not include the price of removing any dangerous waste materials such as asbestos found when carrying out the work. If during the execution of the works, asbestos is encountered, the company reserves the right to withdraw its engineers immediately until the site is made safe. The cost of removing asbestos is not included within the price. However, the company upon request of the customer will provide a cost for removing asbestos and will add this fee to the total quote.

10. Where the company needs to connect new equipment to your existing plumbing or heating system (not already included in the quote), it will not accept liability for the cost of repairing or replacing parts of your existing system, which subsequently develops faults. In certain situations, the company may charge for visits made to your home by the company's engineer if your system is faulty or has developed a fault after the installation has been conducted. The company will not accept liability where your central heating system does not function properly because your water supply becomes inadequate or the water pressure becomes invariable.

11. Facelifts Maintenance Ltd accepts no responsibility for any existing installations that are present. This relates in particular but not only to any pipework, radiators and radiator valves, heating valves, pumps, shower pumps, electrical controls and/or bathroom / WC services that might be affected as a result of a conversion from a tank fed system to a sealed system or from power flushing of pipework and radiators. This change to a higher pressure rated system and power flushing can cause leaks in components that Facelifts Maintenance Ltd will not be liable for. Any cost of repairs for which the company are not liable for will be quoted separately and agreed before works continued. If your system is excessively full of magnetite and sludge, a further power flush might be required at some point later (eg. 3 years). Further power flushes will be chargeable at our standard power flush rates. Furthermore, if the buyer has requested that an existing appliance be re-installed or moved (eg. boiler), Facelifts Maintenance Ltd accepts no liability for any internal leaks or malfunctions of this appliance, as a direct result of this installation.

12. The warranty for an appliance will be covered by the manufacturers as agreed in the quotation. The warranty only applies to the appliance. It does not apply to any existing parts of the system. All other works carried out by Facelifts Maintenance Ltd (parts and labour) are guaranteed for 2 years. However, any existing components or pipework not changed are not included within this guarantee. Furthermore, all boilers need to be serviced annually to remain under warranty.

If the warranty becomes void due to the appliance not being serviced, then Facelifts Maintenance Ltd accepts no responsibility for this. The responsibility of having it done lies with the customer.



Facelifts Maintenance
Plumbing and Heating

Terms and Conditions

13. The company accepts no liability for the removal of any carpets, linoleum and special types of flooring, eg. tongue and grooved, parquet, hard wood or tiled floors in order to carry out the installation, except in circumstances where the company has been negligent.

14. The company will take all reasonable care to carry out the work. However, you accept that the work, including removing or destroying existing fixtures or fittings may cause damage to your decorations and fittings in your home. This provision does not exclude the company's responsibility for damage, which is beyond which is reasonably commensurate with the work. It is anticipated that certain areas in your home may need redecoration following completion of the central heating installation. This will be your responsibility and is not included in the price.

15. All Facelifts Maintenance Ltd Employees and agents are insured against loss or injury through their negligence.

16. The company shall not have any liability for any failure to perform its obligations under any quotation if it is prevented from doing so by any cause reasonably beyond its control; including without limitation; adverse weather conditions, fire, accident or war, a failure or delay attributable to any electricity, water or gas network, the act or omission of any party for whom the company is not responsible.

17. The company will not be liable under this agreement for any loss or damage caused by the company or its employees or agents in circumstances where;

17.1. There is no breach or illegal duty of care owed to you by the company or by any of the company's employees or agents.

17.2. Such loss of damage is not a reasonably foreseeable result of any such breach.

17.3. Any increase in loss or damage resulting from breach by you of any term of this contract.

18. The company does not exclude any liability for loss of or damage to property directly resulting from the company's breach of the agreement, but the company's liability for such loss or damage shall be limited to those losses which are of a foreseeable consequence of the breach in respect of any one incident or series of incidents whether related or unrelated in any period of twenty-four months.

19. To complete your installation the company will use its authorised employees or agents. All contractors are approved by the company are qualified, insured and registered to the relevant industry body and chosen carefully to carry out high standards or workmanship.



Facelifts Maintenance
Plumbing and Heating

Terms and Conditions

20. Standard charges: All charges will be clearly laid on within our quotation. In situations when a quotation has not and/or cannot be provided (e.g. Immediate or Emergency works), then our normal charges apply and can be found on our website.

20. Hourly rate £65 per hour (or any part thereof) for the first 3 hours and £32.50 per hour thereafter, plus any other additional travel and parking charges (see below). Emergency call out, evening, weekend and bank holiday rates may vary.

21. Additional Travel and Parking charges. These will be added on to the invoice to cover parking and congestion and ULEZ charges, as applicable.

22. Parking permits. It is the responsibility of the home owner, tenant or agent to provide a parking permit or to register our van with the local authority for parking, wherever possible. This particularly applies where there are no pay and display parking bays within a reasonable distance (typically 100m) of the property. This is because it is very inconvenient and time consuming to have to walk to and from the van for parts that might be needed and to keep checking on it for wardens. Therefore, we kindly request that our customers organise parking prior to us arriving, Our vehicle registration details are available upon request.

23. Call backs: should you feel there is an issue with our work, then we will be very happy to return and rectify it at no cost. However, should we return to site for a call back, but the problem be unrelated to the work carried out by Facelifts Maintenance Ltd, then our standard charges shall apply.

24. All our estimates and quotations are free and without obligation.

25. All prices quoted include VAT @ 20% unless otherwise stated.

26. Acceptance of Quotation: acceptance of quotation can be made by electronic email to admin@faceliftsmaintenance.co.uk

27. For long term contracts/work, where work will last longer than 1 week, payment of 100% is due a minimum of 7 days prior to the start of the work unless otherwise agreed in writing.

28. Where an order includes customised items these items will be non-refundable once the order is placed with us, and should you cancel your order with us the cost of any custom items shall still be payable in full. Where a previously accepted order is cancelled with less than 7 days notice we reserve the right to still invoice you for any items that are priced at £700 or greater.

29. Payment is to be made by BACS (preferred), PO in advance or by cash on the day.



Facelifts Maintenance
Plumbing and Heating

Terms and Conditions

30. For all projects where stage payment terms apply, payment **MUST** be paid with 7 days of each stage completion. Failure to do so will instigate legal proceedings.

31. In the event of any alleged minor defects the customer shall not be entitled to withhold more than 5% or £250 (whichever is greater) of the balance due.

32. Once the company has corrected the minor defect as outlined in clause 20, the withheld amount, 5% or £250 must be paid in full.

33. Where payments are not made up on the due date as per above clauses, the company will charge daily interest on late payments at a rate of 8% above the base lending rate of Lloyds TSB Bank plc. If you make payment and it is subsequently stopped, declined or returned by the bank for any reason, the company will charge you administration costs (letters and telephone calls made to you and any other charges incurred).

34. You will be sent an invoice for payment within 7 days of work completion. Failure to make payment within specific time periods as outlined within the quotation and/or the Terms and Conditions, will instigate legal proceedings to commence. These will be carried out by a registered Legal firm and all proceedings will be governed in accordance with English Law.

35. The company shall provide a free guarantee for the period of two years. This applies to workmanship only and not to parts (which typically come with a one-year manufacturer's warranty except from boilers, the warranty length for which will be made clear in the quotation stage). However, the above warranty is subject to the following conditions:

36. The fault is not due to your existing radiators and/or pipework, valves, pumps or boiler.

37. The work carried out has not been properly kept, used, serviced and maintained in strict accordance with the manufacturers or the companies instructions and has not been modified except with the companies consent.

38. The fault is not due to accidental or wilful damage, fair wear and tear, interference with or maintenance work by a third party.

39. The customer makes no further use of works after the defect had been or ought to have been discovered.

40. All free guarantee work will be carried out during normal working hours.

41. Nothing in these conditions will reduce your statutory rights relating to faulty or mis-described goods.



Facelifts Maintenance
Plumbing and Heating

Terms and Conditions

42. Where attendance of the companies engineer is needed for any purpose other than a scheduled maintenance visit or for the company to meet its guarantees as per above clause, a charge for such attendance will be made. This will need to be paid on the day of the engineers visit. If on attendance to your premises by the companies engineer it is established that the fault on the system is covered by your free guarantee and does not concern your existing system, any monies paid by you will be refunded.

43. After delivery of any goods from the company, you will be responsible for their safe keeping and you should make sure that you are adequately insured against loss or damage which may occur to those goods.

44. This agreement is personal to you and not transferable to without written authority from Facelifts Maintenance Ltd Limited.