

Service Terms & Conditions

1. Introduction

Kesselmann is a trading style of Kesselmann Plumbers Ltd.
These are Kesselmann's Terms & Conditions. They tell you:

The rules for using our services
What you can expect from Kesselmann
Your rights and responsibilities

2. When These Terms Apply

Please ensure you read these terms before using our services. By using our services, you are agreeing to these terms. You're also agreeing to our: Terms of Use, Privacy and Cookie policies.

The latest version always applies, and we'll usually only make updates when we offer a new service, change how we provide a service, or have to comply with a new legal requirement.

3. What Do We Mean by "Services"?

Anything offered by Kesselmann, across all services we offer (Plumbing, Heating, Boilers, Bathrooms and Emergencies):

- Enquiries
- Quotations
- Installations
- Repairs
- Emergency Call Outs
- Servicing
- Guarantees

4. Terminology

For the purpose of these terms & conditions the following words have the following meanings:

- "Us/We/Our" refers to Kesselmann.
- "You" refers to you: the customer (the person or organisation for whom we agree to carry out work and/or supply or materials).
- "Engineer" refers to the representative(s) appointed by Kesselmann to carry out work.

We reserve the right to refuse or decline to undertake any work. We reserve the right, at our absolute discretion, to designate the engineer who will represent us.

5. Hourly Rate Work

The total charge to you will consist of the cost(s) of:

- Labour (the amount of time spent by the engineer carrying out work) including all reasonable time spent in obtaining non-stocked materials, charged in accordance with our current hourly rates.
- Materials supplied by us (not exceeding the trade purchase price of materials +25% markup).

You will only be charged for the time spent related to your work. All other time, i.e. lunch breaks, is non-chargeable. All charges are subject to VAT at the prevailing rate, except in cases where the work carried out is zero rated.

6. Fixed Price Work

The total charge to you will be given as a quotation (manifest errors exempted), inclusive of labour & materials. All costs are subject to VAT at the prevailing rate.

Where a written quotation has been supplied to you, the total charge outlined in the quote should not exceed the actual quoted price, but may be revised in the following circumstances:

- If, after submission of the quote, you instruct us (in writing or verbally) to carry out additional work not referred to in the quotation.
- If, after submission of the quote, there is an increase in the price of materials.
- If, after submission of the quote, it is discovered that further work needs to be carried out which were not anticipated when the quote was prepared.
- If, after submission of the quote, it is discovered that there was a manifest error when the quote was prepared.
- Requirement of a detailed Insurance Report (in addition to the quote and invoice) will incur a nominal charge of £25.00.

Our quotation assumes:

- That works can be undertaken by us without interruption by you or your agent, other trades or any other third party, or event beyond our control, and should any such delay occur after the commencement of works we shall be entitled to immediate and full payment of the whole balance of the quoted price until works can be completed.
- That you will remove all necessary building fixtures such as kitchen units, carpets, lino and other floor coverings prior to the commencement of the works.

- That there is no other system defects or pre-existing faults other than that which is expressed within your written quote.

We will not be under any obligation to provide a quotation to you and will only be bound by quotations given in writing to you by an authorised representative. We will not be bound by any quotes given orally or in which manifest errors occur.

8. Material Collection

Collection of non-stock items is chargeable, however:

- Time taken will be kept to a minimum and within reason and should not exceed 45 minutes.
- In the unforeseen circumstances that the collection time is likely to exceed 45 minutes you will receive prior notification of the reason.

9. Payment

Upon your agreement for us to carry out quoted or PreBooked work, a deposit payment of 30% of the total is payable immediately. We reserve the right to request a larger deposit payment or full payment in advance at our discretion.

The balance, including any additions or variations to the works, is due immediately upon completion.

Completion is deemed the point at which beneficial use of the installation is made available to you. Should remedial work be required after commencement of your beneficial use, this will be carried out free of charge in accordance with your guarantee following payment in compliance herewith.

You accept sole liability to make payment in full, unless you disclose when initially instructing us, to carry out work and/or supply materials that you are acting on behalf of a third party.

10. Timekeeping

Where the date and/or time for work to be carried out is agreed, we will use reasonable endeavour to ensure that the engineer attend accordingly. We accept no liability in respect of the non-attendance or late-attendance on site of the engineer, or for the late or non-delivery of materials.

We will not be liable for any delay, or for the consequences of any delay, in performing any of our obligations if such delay is due to any cause beyond our reasonable control,

and we will be entitled to a reasonable extension of the time for performing such obligations.

11. Cancellation

If you need to cancel (or rearrange) your booking, you must notify us (preferably by telephone) by the end of the working day before the scheduled booking. Cancellations made further in advance should also be made by telephone, and you should request written confirmation from us, so that you are not liable to be charged.

If you cancel your instructions more immediately prior to work being carried out, or materials being supplied, you will be liable for the cost of any time and materials incurred by us, together with the profit that would have been made by us, in accordance with the original instructions.

12. Satisfaction

Kesselmann are committed to providing a professional, top-quality service to every customer. If, after we have carried out the work, you are not wholly satisfied with our service(s) you must provide us with written notice within 12 months. You must allow us the opportunity to both inspect and carry out remedial work where appropriate. If you fail to notify us, as outlined above, then we will not be liable in respect of any defects in the work carried out.

13. Guarantee

For your peace of mind, we provide a 12 month guarantee on labour carried out by a Kesselmann engineer, in respect of faulty workmanship only. This is active from the date of completion of work, in addition to any manufacturer's warranty/warranties.

The guarantee will become null & void if the work/appliance completed/supplied by us is:

- Subject to misuse or negligence.
- Repaired, modified or tampered with by anyone other than a Kesselmann engineer.
- We will accept no liability for, or guarantee suitability, materials supplied by you & will accept no liability for any consequential damage or fault.

We will not guarantee any work in respect of:

- Blockages in condensate, waste, or drainage systems.
- Any work undertaken on instruction from you and against the written or verbal advice of the engineer.

We will not guarantee the performance of existing heating systems or radiators not installed by us. If our engineer has drained and refilled your heating system as part of the works, we will return free of charge to investigate issues reported to us within 30 days upon completion of works. We reserve the right to charge our standard service rates for any call out attended in respect of bleeding or balancing radiators after this 30 day period.

Work is only guaranteed in respect of work directly undertaken by us and with full payment having been made.

Any non-related faults arising from recommended work which has not been undertaken by us will not be guaranteed.

Where we agree to carry out work on installations of inferior quality (or over 10 years old) no warranty is given in respect of such work and we accept no liability in respect of the effectiveness of such work or otherwise.

14. Liability

We will only be liable for rectifying our own guaranteed work and will not be held responsible for any ensuing damage or claims resulting from other work overlooked or subsequently requested and not undertaken at the time.

We will 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.

We will not be held liable or responsible for the failure of any part of a plumbing or heating system that occurs as a result of draining down or isolating any part of a system, by which our engineer is required to do in order to carry out his duties.

15. Title to Goods

Goods supplied and delivered by us to you, or your premises, shall remain our 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.

16. General

These terms and conditions 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 and you. Our terms and conditions will prevail over any terms and conditions used by you or contained, set out or referred to in any documentation sent to us by you. By entering into a contract with us you agree irrevocably to waive the application of any of these terms and conditions.

These terms and conditions, and all contracts awarded between us and you, shall be governed and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English law.

Kesselmann Plumbers Ltd is a company incorporated in England and Wales with registered number: 14161671.

Our registered office 2 Exeter Street, New Village Road, Cottingham, HU16 4LU, and main trading address is: Kesselmann Plumbers, Louis Pearlman Centre, Goulton Street, Hull, HU3 4DL.

Our registered VAT number is: 792241720.