

Standard Terms and Conditions of Business

The following terms of business apply to all contracts between Mike Yould Plumbing & Heating Ltd (Us) and the 'Customer' (You). Acceptance of any quotation, both written and verbal, instruction of works and acceptance of any tender or proposal will be taken as acceptance of the following terms of business, unless otherwise agreed in writing beforehand. This does not include any wording, or terms set out in any subcontract or purchase orders from the Customer and these terms will supersede all other terms and prevail in the event of any disputes.

1.Fees and Invoicing

Invoices are issued upon completion of work, or monthly as a progress claim for larger projects and must be paid by the due date given on the invoice. Labour is charged per hour. Any works completed within the first hour, will be charged at one hours exclusive of VAT. Where works take longer than one hour, we will charge per hour at our full hourly rate until the works are completed.

In the event that an appointment is missed, we will charge an abortive callout fee to the value of one hour's labour plus VAT.

Our invoices are to be paid by the due date stated on the invoice which is usually 7 days.

On occasion, we may request payment or a deposit in advance of the work being started. This is under the discretion of the Company and must be paid prior to us starting any work.

The Company reserves the right to refuse to execute any order or contract if an invoice is not paid within the payment terms, the Customer reaches the credit limit set by the Company, a credit check agency lists the Customer as 'High Risk', or is not willing to pay a deposit when requested by the Company.

Invoices must be settled by no later than the due date shown on the invoice. In accordance with the **Late Payment of Commercial Debts (Interest) Act 1998**, Mike Yould Plumbing & Heating Ltd reserves the right to apply interest at the current statutory rate and charge compensation on any overdue balances until full payment is received.

If an account remains overdue, we reserve the right to refer it to a third-party debt recovery agent. In such cases, you agree to indemnify us for all costs, fees, charges, and commissions incurred as part of the recovery process, including any statutory interest and compensation due under the Late Payment of Commercial Debts (Interest) Act 1998.

All payments must be in sterling unless otherwise agreed in writing by the Company.

The Customer or an authorised representative must make themselves available to sign off the works or invoice, if no representation is available to sign off the works at the time of completion, then the Customer and

Mike Yould Plumbing & Heating Ltd will agree by default that all works and/or the invoice issued has been accepted in favour of Mike Yould Plumbing & Heating Ltd. The client will have five working days in which to state in writing to accounts@myould.co.uk any reasons why they do not agree to accept the works and/or invoice.

Invoice disputes must be made in writing and sent by email to accounts@myould.co.uk within 5 days of the date of the invoice.

All retentions and contractor discounts must be declared at tender stage for consideration, should any required deductions not be clearly displayed on documentation and presented prior to costs being submitted, then they will not be honoured by Mike Yould Plumbing & Heating Ltd. Retentions will be deducted from the invoices issued to You by Mike Yould Plumbing & Heating Ltd at the rate agreed prior to starting the project and are to be paid as follows: 50% after practical completion and the final 50% paid 1 year after completion unless agreed otherwise prior to commencing work. Retention would be expected to be capped at £5000 per individual job.

Minor defects or matters requiring rectification which are covered by any guarantees shall not be considered as reasons for non-payment of any balances due, nor do Mike Yould Plumbing & Heating Ltd accept any deferred withdrawals, or payment retainers such as retentions on works covered under warranty.

Mike Yould Plumbing & Heating Ltd do not accept any retentions on minor works or sales extras.

Quotations are valid for 14 days unless otherwise agreed in writing. After 14 days quoted prices are subject to change in line with fluctuating materials prices, inflation, and labour rates. Once a tender or quote is accepted then prices will be fixed for no longer than 6 months at a time. Manufacturer prices increases may still be passed on during this time.

Mike Yould Plumbing & Heating Ltd is not liable for repairing or replacing any item where the damage was caused by another trade, another party or where the cause of the damage is out of our control. No damages will be accepted to floor coverings if they are laid prior to plumbing or electrical works being fully completed.

Mike Yould Plumbing & Heating reserve the right to refuse any contra charge or payless notifications that don't meet the following criteria:

- Clear evidence that Mike Yould Plumbing & Heating Ltd are at fault.
- Evidence of damage caused.
- A breakdown showing how costs to Mike Yould Plumbing & Heating Ltd were calculated.
- The contra charge was issued to Mike Yould Plumbing & Heating Ltd within a reasonable timeframe.
- The contra charge was issued to Mike Yould Plumbing & Heating Ltd prior to being deducted from payments.
- Any deduction is to be made at least 30 days after the notification, not the same month.
- The contra charge is deducted from payments from the same site.

Mike Yould Plumbing & Heating Ltd standard warranty period is 12-months from our completion date. 24-month warranty is to be agreed prior to commencement on site. Some manufacturers warranty's will not be valid for the same duration, and some will be valid without annual servicing. If these items require replacement, then the homeowner or developer will be required to cover the cost.

Mike Yould Plumbing & Heating Ltd accept variations and sales extras via variations@myould.co.uk . requests sent to this email address may be used as back up for payment when invoicing. Only sales extras sent to this email address will be completed. Dayworks sheets may be requested on site to cover some works where applicable. Additional hours will be charged at an agreed rate.

Labour and materials inclusions are stated on the tender letter or quote. Anything not stated is assumed to be an extra charge.

Works are to be booked in with the notice period of 2 weeks from initial commencement and weekly there after by the Wednesday of the prior week.

In the event that parts need to be replaced, we will assume that we are required to dispose of the old parts ourselves unless we are informed otherwise prior to the job starting. We will include the charge for disposals in the quotation or invoice.

If Mike Yould Plumbing & Heating Ltd attend to carry out works but cannot carry out the works due to any avoidable reason. Failed visit charges may be applicable. This includes works not being ready for us or other trades being booked in for the same time.

2.Retention of ownership

All goods and services provided by Mike Yould Plumbing and Heating Ltd remain the property Us until full payment has been received. Ownership of the products shall only transfer to the customer upon the clearance of all outstanding dues. Until such time, the customer shall take reasonable care of the products and shall not sell, transfer, or otherwise dispose of them without prior written consent. Mike Yould Plumbing and Heating Ltd reserves the right to reclaim any unpaid goods at its discretion.

3.Sexual Harassment

Mike Yould Plumbing and Heating Ltd is committed to fostering a safe and respectful environment for all individuals interacting with our business, including employees, customers, and third parties. Sexual harassment of any kind will not be tolerated. This includes, but is not limited to, unwanted verbal, physical, or visual conduct of a sexual nature, inappropriate comments or gestures, and any behaviour that creates an intimidating, hostile, or offensive environment.

Any reports of sexual harassment will be taken seriously and addressed in accordance with applicable laws and company policies. Individuals found in violation of this clause may face disciplinary action, including termination of contracts or services. We encourage anyone who has experienced or witnessed sexual harassment to report it through our designated channels for prompt investigation and resolution.

4.Discrimination

Mike Yould Plumbing and Heating Ltd is committed to maintaining an inclusive and respectful environment where discrimination of any kind is not tolerated. Discrimination includes, but is not limited to, unfair treatment based on race, gender, age, disability, religion, sexual orientation, or any other protected characteristic under applicable laws.

Any individual found to engage in discriminatory behaviour, whether through actions, language, or policies, may face disciplinary measures, including the termination of contracts or services. We encourage all individuals to report any instances of discrimination through our designated channels for prompt review and resolution

5.Limitation of Liability

Mike Yould Plumbing and Heating Ltd shall not be liable for indirect, incidental, or consequential damages arising from the use of our products or services, except where prohibited by law.

6.Intellectual Property Rights

All content, trademarks, and proprietary materials remain the exclusive property of Mike Yould Plumbing and Heating Ltd]. Unauthorized use or reproduction is strictly prohibited

7.Privacy & Data Protection

We respect your privacy and handle personal data in accordance with relevant laws. Please refer to our Privacy Policy for details on data collection and usage.

8.User Conduct

Users must behave respectfully and lawfully while engaging with our services. Harassment, discrimination, or abusive behaviour is strictly prohibited.

9.Governing Law & Jurisdiction

These terms shall be governed by the laws of England and Wales Any disputes shall be resolved in courts located in England and Wales.

10.Termination of Services

Mike Yould Plumbing and Heating Ltd reserves the right to terminate services for violations of these terms, failure to pay, or misuse of our offerings.

11.Force Majeure

We are not liable for disruptions caused by natural disasters, strikes, or circumstances beyond our control.

12.Amendments & Updates

We may update these terms as necessary. A copy of our current Terms and Conditions are included with every invoice. Continued use constitutes agreement to the updated terms.

13. Scope of Works

To locate or repair a leak, it may be necessary for our engineers to create access openings in walls, ceilings, or floors. Any reinstatement works arising from this— including plastering, decorating, or any other making good—are expressly excluded from our scope of works. Customers are responsible for arranging and funding any reinstatement works required following completion of our plumbing services

14. Warranty

Your home is covered by a two year warranty (1 Year in some instances), on defects and products.

However the warranty does not cover the following.

- It is the homeowner's responsibility to provide access for us to attend to the issues raised, during working hours from 8.00 –16.00 Monday to Friday.
- It is the homeowners responsibility to maintain and service the property in accordance with manufacturer's instructions i.e. boiler, cylinder and system every 12 months. Failure to produce a current service record will nullify your warranty.
NOTE: manufactures will refuse attendance without being sent proof of service prior to attending.
- Any issues with blockages to the sewer of waste system due to inappropriate products being introduced by the occupier (i.e. baby wipes)
- Any damage caused by severe weather.
- Certain components within the property only carry a 12 month warranty from the manufacturers i.e. expansion vessels, temperature and pressure relief valves etc. If past the manufacturers warranty period any remedial works are at our discretion and costs may be passed on.
- Normal wear and tear, deterioration or damage caused by neglect, damage from accidents or misuse
- Any costs/expenses, professional fees incurred by the homeowner to fix a defect which has not been formally reported and approved in writing and costs agreed prior to works being undertaken.
- Loss of enjoyment, inconvenience, distress or any other consequential loss suffered as a result of remedial works being undertaken.
- Damage of items due to issues not reported in a reasonable timescale.
- Damage of items where the homeowner has not mitigated their loss.
- We will not attend for showers that are slow to drain.
- We will not attend for radiators which are luke-warm or warm at the bottom as these may only need bleeding.
- We will not take responsibility for damages caused by outside taps freezing up and then defrosting during cold weather if they are not isolated inside the property.
- M Yould will not take responsibility for any damages caused by issues if the water has been left turned on in unoccupied properties.

It is the responsibility of the homeowner to make sure the property's water stop cock is left turned off in unoccupied properties and show homes. Turning off the water will prevent any damages from any issues that may occur.

If we are requested to resolve any issues not covered under the warranty we reserve the right to pass any costs on at our discretion.

14.1 Warranty Emergency Callout (2 year NHBC cover)

We operate an out of hour call out service for our clients, where we will attend as soon as is reasonably possible. Please contact our emergency call out number as first port of call- 01775 680877 Anything that is deemed not to be an emergency we will attend within the working hours of 08:00 and 16:00

The following faults are not considered an emergency:

- Noisy systems
- No heating (May to September). We will also not attend if part of the heating system is working.
- No hot water (if a backup is present i.e. immersion heater).
- No pressure in heating system (deemed to be under occupiers duty of care)
- W.C. out of use (if other toilets in the property, and possible to temporary flush with a bucket/bowl of water)
- Shower and/or bath out of use.
- No water to the property if occurrence is also to properties in the area, as deemed to fall under your water supplier.
- No gas to the property (falls under the remit of gas supplier) (if an electric gas meter check to see if has tripped)

14.2 Mastic

It is not uncommon for failed mastic being the cause for leaks from showers and or baths where water leaks through to the ceiling below. We do not carry out any mastic works and these works fall within other trades warranty cover. If you do have a leak from the bathroom or shower it is worth inspecting the mastic around the bath or shower tray as these are the most common causes. Manufactured product and component failures fall under the manufacture's warranty procedures. We will pass on the details during the out of hours period, and apply pressure on your behalf. However once we pass the job forward, the manufacturer contacts and arranges all access direct with homeowner to carry out the works in the time frame they operate in.

We will not be held responsible for leaks caused by failed silicon joints or tiling works.

14.3 Shower Doors

Shower doors are splash guards to stop water leaving the shower area. They are not designed to withstand direct pressure from the shower.

Signed by: Ashleigh Stoneham

On behalf of: Mike Yould Plumbing & Heating Ltd

Date: 01/03/2026

Signature *A. Stoneham*