



PLUMBING & HEATING

Customer Terms of Business

Effective date: [01 of September 2026]

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Legal name / proprietor	FREDS MOROZOVS
Trading name	WARMFORCE Plumbing & Heating
Business address	21 Higher Church Street, Hayle, Cornwall, TR274LR
Correspondence address	21 Higher Church Street, Hayle, Cornwall, TR274LR
Email	info@warmforce.co.uk
Telephone	07480671138
Company number (if applicable)	N/A
VAT / Gas Safe details (if applicable)	Gas Safe Register No. 980158

1 About these Terms

1.1 Welcome

Thank you for choosing WARMFORCE Plumbing & Heating. We aim to provide honest advice, quality workmanship, clear pricing and respectful service in your home.

These Customer Terms of Business explain how we work, what is included in our contract, what you can expect from us and what we ask from you. Please read them together with our quotation. Contact us before accepting the quotation if anything is unclear.

1.2 Who the contract is with

In these Terms, 'WARMFORCE', 'we', 'our' and 'us' mean [FREDS MOROZOV], trading as WARMFORCE Plumbing & Heating, at the address shown in the business details above. Our employees and authorised subcontractors may carry out work on our behalf, but your contract is with the legal person or company identified on the quotation.

1.3 Who is the Customer

'Customer' and 'you' mean the person named on the quotation or otherwise instructing us and accepting responsibility for the contract and payment. Where someone instructs us on behalf of a property owner, landlord or other person, they confirm that they have authority to do so.

These Terms are written primarily for domestic customers. They may also be used for a private landlord where the transaction is treated as a consumer contract. Separate commercial terms should be used where services are supplied wholly or mainly for business purposes.

1.4 When these Terms apply

These Terms form part of the contract when you accept our quotation, pay a requested deposit, confirm a booking, instruct us in writing or verbally to proceed, or allow work to begin. Emergency work may be authorised verbally where immediate action is required.

A booking enquiry or requested date does not by itself require us to carry out the work. A contract is formed only when we accept your instruction or confirm the booking.

1.5 Consumer rights

Where you are acting mainly for personal purposes, nothing in these Terms removes or restricts rights that cannot lawfully be excluded. We will provide our services with reasonable care and skill and will use materials that comply with the applicable legal requirements.

If a clause conflicts with mandatory consumer law, the mandatory law takes priority and the remaining clauses continue to apply.

1.6 Definitions

The following expressions have the meanings below.

Quotation

our written offer to carry out the work described for the stated price, subject to its assumptions, exclusions and these Terms.

Estimate

an approximate indication of likely cost, not a fixed price.

Variation

an agreed change to the scope, price, materials, timing or method of the work after the contract is formed.

Property

the home, building or land where the work is carried out.

Materials

products, equipment, parts, fittings and consumables supplied for the work.

Working Day

Monday to Friday excluding bank holidays and any notified Christmas or company closure.

Practical Completion

the point at which the agreed work is substantially complete and capable of its intended use, although minor snagging items may remain.

Emergency

a situation involving an immediate or serious risk to people or property, including a gas escape, uncontrolled water leak, flooding or unsafe appliance.

1.7 Documents forming the contract

The contract normally consists of these Terms, the accepted quotation, any specification or drawings expressly incorporated into the quotation, and any agreed written variations.

Manufacturer literature, certificates, commissioning records and warranty documents may accompany the work but do not change the agreed scope or price unless expressly incorporated.

1.8 Order of precedence

If the contract documents conflict, the following order normally applies: agreed written variations; any special terms expressly agreed in writing; the accepted quotation; any incorporated specification or drawing; and these Terms.

Mandatory legal requirements and safety obligations always take priority. Manufacturer instructions take priority where required for a safe and compliant installation.

1.9 Communications

Routine communication may take place by email, telephone, SMS, WhatsApp, our website or letter. Important contractual changes may require written confirmation. You are responsible for keeping your contact details up to date.

1.10 Updates to these Terms

We may update these Terms for future work. The version supplied or made available when your quotation is accepted applies to your contract. Later changes do not alter an existing contract unless both parties agree in writing.

2 Quotations, bookings and contract formation

2.1 Quotations

A quotation is based on the information reasonably available when it is prepared, including any site visit, discussion, photographs, video, plans, measurements, third-party information and manufacturer instructions.

Unless stated otherwise, a quotation remains open for acceptance for 30 calendar days. After that period we may withdraw or revise it to reflect labour costs, supplier prices, product availability or legal requirements.

2.2 What a quotation includes

The quotation includes only the work, materials, equipment, testing, commissioning and waste removal specifically described. Items expressly listed as exclusions are not included.

Do not assume that associated work is included merely because it appears connected with the project. Ask us before acceptance if the scope is unclear.

2.3 Typical exclusions

Unless expressly included, our price does not include the following:

- decorating, plastering, tiling, flooring, joinery or structural alterations
- asbestos investigation or removal
- electrical upgrades beyond the work specifically described
- internet, Wi-Fi or mobile-device services
- planning, building-control, landlord, freeholder or other third-party fees
- parking permits, controlled-parking charges or specialist access equipment
- removal of pre-existing waste or hazardous waste
- making good decorative finishes after reasonable access work

2.4 Estimates and diagnostic work

An estimate is an indication of likely cost and is not fixed. The final charge may vary because of actual labour time, materials used, access conditions, additional authorised work or faults that could not reasonably have been identified beforehand.

A diagnostic attendance is a professional service even where the fault cannot be repaired during the visit. Unless the quotation states otherwise, attendance and diagnostic time remain chargeable.

2.5 Information supplied by you

Our quotation relies on information you provide, including appliance history, existing faults, previous repairs, alterations, drawings, photographs and measurements. You must tell us anything you know that may affect safety, access, design or cost.

You are responsible for reasonable additional cost or delay to the extent caused by inaccurate or incomplete information on which we reasonably relied and which we could not reasonably have identified ourselves.

2.6 Surveys and concealed areas

A survey is limited to areas that can be accessed and inspected without destructive work unless otherwise agreed.

Concealed pipework, wiring, drains, floors, walls and structural elements cannot normally be fully assessed before work begins.

A quotation based on photographs, remote information or restricted access may need to be revised after a full inspection or once concealed areas are opened.

2.7 Accepting a quotation

You may accept a quotation by signing it, confirming by email or message, accepting through an online system, paying the requested deposit, or otherwise clearly instructing us to proceed. Acceptance creates a contract incorporating these Terms.

2.8 Bookings and attendance windows

Requested dates remain provisional until we confirm them and receive any required deposit. Appointment times may be provided as an arrival window rather than a guaranteed time.

Traffic, emergencies, earlier work, illness, weather, supplier delay or safety issues may affect attendance. We will make reasonable efforts to keep you informed and arrange a suitable alternative where necessary.

2.9 Cancellation rights for distance or off-premises contracts

Where consumer cancellation rights apply because the contract was agreed at your home, by telephone, online or otherwise away from our business premises, we will provide the required cancellation information. The usual cancellation period is 14 days, subject to legal exceptions.

You may use the form in Appendix A or make any other clear statement that you wish to cancel. Keep evidence of when cancellation was sent.

Where you ask us to begin during the cancellation period, please complete the early-start request in Appendix B or provide an equivalent express request. If you then cancel, you may have to pay a proportionate amount for services supplied up to cancellation and for goods that cannot reasonably be returned, as permitted by law.

Where the service has been fully performed during the cancellation period following your express request and acknowledgement, your cancellation right may end once performance is complete. Emergency repair work specifically requested may also be subject to legal exceptions, although additional non-emergency work remains subject to the normal rules.

2.10 Materials ordered for your project

Some products are made to order, specially configured or supplied specifically for your project. Once ordered they may be non-returnable or subject to supplier cancellation or restocking charges.

If you cancel or change the work, we may deduct or charge only reasonable, evidenced costs and losses actually incurred, after taking reasonable steps to reduce them. We will not use cancellation charges as a penalty.

2.11 Hidden defects and unforeseen conditions

Plumbing and heating work may reveal hidden leaks, damaged pipework, rotten floors, unsafe electrics, blocked drains, asbestos-containing materials, corrosion or historic poor workmanship.

Where such conditions are discovered, we may pause the work. Where reasonably practicable, we will explain the issue, provide available options, explain likely additional cost and timing, and obtain approval before proceeding.

We may carry out essential temporary safety work without prior approval where immediate action is reasonably necessary to protect people or property. Permanent additional work will require agreement unless the law requires otherwise.

2.12 Variations

A variation is any agreed change after acceptance, including changes to equipment, layout, pipe routes, controls, sanitaryware, materials, quantities or timing.

A variation may change the contract price, labour, materials, programme and completion date. We will provide revised pricing before the additional work proceeds wherever reasonably practicable.

Verbal instructions may be accepted for emergencies or minor changes, but important or higher-value changes should be confirmed in writing. We will record verbal variations as soon as reasonably practicable.

2.13 Price changes outside our control

An accepted fixed quotation will normally be honoured. If an exceptional supplier increase, tax change or mandatory legal change occurs before the relevant materials are ordered and materially affects the cost, we may propose a revised price with supporting explanation.

No revised price applies unless you agree. If agreement cannot be reached, either party may cancel the affected unperformed work, subject only to reasonable costs already incurred.

2.14 Product availability and substitutions

Manufacturers and suppliers control product availability. We are not responsible for delay caused by genuine shortages, discontinuations, transport disruption or recalls outside our reasonable control.

We may recommend an equivalent alternative, but a material substitution will not be made without your agreement unless immediate safety work requires a temporary solution.

2.15 Customer-supplied products

We may agree to install products you have bought. You are responsible for ensuring they are suitable, complete, undamaged and available when required.

We are responsible for installing them with reasonable care and skill, but not for their inherent quality, compatibility, missing components or manufacturer defects. Extra labour, return visits or delay caused by unsuitable or incomplete products may be chargeable.

2.16 Customer delay, aborted visits and storage

You must provide agreed access and ensure the work area is reasonably ready. If we cannot proceed because access is unavailable, keys are missing, the room is not ready, another trade has delayed the work, or an undisclosed restriction prevents attendance, we may charge reasonable wasted time, travel, re-delivery or other loss actually incurred.

Where your delay requires us to store ordered goods, we may charge reasonable storage and handling costs after giving notice. Project dates may be revised.

2.17 Ending the contract before completion

Either party may end the contract for a serious breach that is not remedied within a reasonable period after notice, or immediately where safety, aggression, illegality or insolvency makes continuation unreasonable.

On termination, you must pay for work properly completed, materials supplied or reasonably committed to the project, and reasonable demobilisation or cancellation costs, less any amount saved or recovered. This does not affect statutory cancellation rights.

3 Carrying out the work

3.1 Standards and reasonable care

We will carry out the agreed work with reasonable care and skill, using good industry practice, appropriate materials, applicable manufacturer instructions and legal requirements in force when the work is completed.

3.2 Compliance and changes in law

Where applicable, work will take account of gas-safety legislation, Building Regulations, Water Supply (Water Fittings) Regulations, health and safety requirements, manufacturer instructions and recognised industry guidance.

If a legal requirement changes after acceptance but before installation, we may need to amend the specification. We will explain any material effect on price or timing before proceeding wherever reasonably practicable.

3.3 Competent persons and subcontractors

Gas work will be carried out only by engineers legally permitted and appropriately registered for the relevant category. Specialist electrical, structural, roofing or asbestos work may require another competent contractor.

Where we appoint a subcontractor to fulfil our obligations, we remain responsible to you to the extent required by law. Contractors appointed directly by you remain under your control and responsibility.

3.4 Scope of technical responsibility

Our responsibility is limited to the work described in the contract. Unless expressly included, we do not inspect, repair or certify unrelated plumbing, heating, electrical systems, drainage or building fabric.

3.5 Existing systems

Older systems may contain sludge, corrosion, restricted circulation, seized valves, deteriorated seals, failing pumps, damaged controls, leaking joints or historic modifications.

Repairing or altering one part may reveal another fault that could not reasonably have been identified beforehand. We do not guarantee components or existing systems that were not replaced, but we remain responsible for damage caused by our failure to use reasonable care and skill.

3.6 Existing pipework and concealed services

Unless stated otherwise, existing concealed pipework and services are assumed to be suitable for continued use. Where they are unsafe, incorrectly installed, undersized or unsuitable, further work may be required under clause 2.11.

We are not responsible for a later failure in untouched existing pipework merely because it occurred after our visit, unless our work caused or contributed to it.

3.7 Heating-system water quality

Modern boilers and components depend on suitable system water. We may recommend cleaning, flushing, filtration, inhibitor or replacement of contaminated components.

If you decline clearly recommended remedial work, performance, efficiency and warranty eligibility may be affected. We will record material recommendations where practicable.

3.8 Gas appliances and unsafe situations

We will work on a gas appliance only where we are satisfied it is safe and within our competence. If an installation is immediately dangerous or otherwise unsafe under applicable procedures, we may be required to isolate or disconnect it and issue relevant documentation.

We will explain the reason for our action. Safety takes priority over convenience, and we will not carry out instructions that breach legal or manufacturer requirements.

3.9 Boiler and heating installations

Unless the quotation states otherwise, a boiler installation may include removal of the specified existing appliance, fitting and connecting the new appliance, commissioning, operational testing, basic control demonstration and applicable documentation.

Upgrades to gas supplies, flues, condensate routes, system water quality, ventilation, electrical supplies or controls are excluded unless described, but may become necessary for a safe compliant installation.

3.10 Boiler relocation

Relocation may require extended pipework, condensate and flue alterations, electrical work and building work. These items are included only where expressly stated.

3.11 Commissioning and testing

Where applicable, we will commission new equipment before handover. This may include pressure testing, combustion analysis, operational checks, flow-temperature adjustment, system balancing where included and completion of relevant records.

3.12 Servicing

A service is carried out to the agreed scope and aims to maintain an appliance in accordance with applicable guidance. It is not a guarantee that an appliance will remain fault-free after the visit or that every concealed defect will be identified.

3.13 Repairs and replacement parts

Repairs are based on the symptoms and faults reasonably identified at attendance. Further faults may become apparent when the appliance is dismantled or normal operation resumes.

Where parts are obsolete or unavailable, we may recommend a suitable alternative or replacement appliance. No additional permanent work will be carried out without agreement, except essential safety action.

3.14 Plumbing and bathroom work

We will use materials suitable for the intended application. Minor changes to routes may be needed for safe installation or compliance, but material layout changes require agreement.

Unless the quotation expressly includes them, tiling, decorating, flooring, plastering, joinery, structural work and electrical upgrades are excluded.

3.15 Sanitaryware and customer-selected items

Customer-selected or customer-supplied sanitaryware must be on site, complete and suitable before installation. Missing brackets, fixings or components may cause additional labour, delay or return visits.

3.16 Water pressure, flow and quality

The performance of taps, showers and appliances depends on incoming pressure, flow rate, pipework and water quality. Unless improvement work is included, we do not guarantee performance beyond the capability of the existing supply.

Hardness, sediment, colour, taste and naturally occurring minerals controlled by the water supplier are outside our control.

3.17 Drainage

Unless a specialist investigation is included, drainage work is limited to the accessible and visible areas described. Hidden blockages, collapsed drains or underground defects may require separate investigation.

3.18 LPG, caravans and holiday accommodation

LPG work will be undertaken only where it falls within our current registration, qualifications and competence. Additional requirements may apply to storage vessels, regulators, ventilation, separation distances and leisure accommodation.

3.19 Ventilation and carbon monoxide alarms

We may require ventilation improvements where necessary for safety or compliance. We will install or recommend carbon monoxide alarms where required by law, manufacturer instructions, the quotation or applicable guidance.

Unless included in the quotation or legally required as part of our work, alarms are not supplied automatically. Customers remain responsible for testing and replacing alarms in accordance with their instructions.

3.20 Electrical supplies

Modern appliances and controls require a suitable electrical supply. Electrical work beyond the quotation is excluded and may need to be completed by a competent electrician before commissioning.

3.21 Smart controls and third-party services

Smart controls may depend on your internet service, Wi-Fi, mobile device, account credentials and manufacturer cloud services. We cannot guarantee the availability, future compatibility or performance of third-party networks, applications or software updates.

3.22 Condensate and external pipework

Pipe routes will use the most practical compliant route reasonably available. External pipework may be affected by severe weather despite proper installation. You remain responsible for reasonable frost protection and maintenance after handover.

3.23 Access through building fabric and making good

Installing or repairing services may require lifting floors, opening boxing, drilling walls, removing fittings or accessing concealed areas. We will take reasonable care and discuss material destructive access where practicable.

Minor making good or redecoration is excluded unless stated. We remain responsible for damage caused by our negligence, but not for unavoidable disturbance reasonably required to carry out the agreed work.

3.24 Customer demonstration and documents

At handover, where reasonably practicable, we will demonstrate basic operation, identify relevant isolation points, explain routine user maintenance and provide available certificates and manuals. You should retain these documents.

3.25 Practical Completion and snagging

Practical Completion occurs when the work is substantially complete and capable of its intended use, even if minor snagging items remain. We may record outstanding items and agree reasonable access to complete them.

Use of essential plumbing or heating does not waive concealed defects, workmanship concerns or statutory rights. You should nevertheless report visible concerns promptly so they can be investigated.

4 Price, payment, guarantees and complaints

4.1 Price and VAT

The quotation and invoice will state whether VAT is applicable. The price includes only the agreed scope. Variations and additional authorised work are charged separately.

4.2 Deposits

We may require a deposit before ordering materials, reserving installation dates, booking specialist equipment or committing substantial labour. The amount and due date will be stated on the quotation or invoice.

A deposit is part-payment, not additional profit. It may be applied to materials, committed costs and the final account. Any refund following cancellation is subject to clause 2.10 and applicable law.

4.3 Stage payments

Larger projects may require stage payments linked to agreed milestones such as deposit, delivery of major equipment, first fix, second fix, Practical Completion and final balance. The schedule will appear in the quotation.

4.4 Invoices and due dates

Invoices may be issued on completion, at an agreed milestone, following emergency or diagnostic attendance, or as otherwise stated in the quotation.

Payment is due on the date or within the period stated on the quotation or invoice. Where neither states a period, payment is due within 7 calendar days of the invoice date. Incorrect contact details or failure to notice an electronic invoice does not remove the obligation to pay, but we will provide a replacement copy on request.

4.5 Payment methods

We may accept bank transfer, debit or credit card, or another approved method. Available methods may change. Cash is accepted only where expressly agreed and a receipt is provided.

4.6 Invoice queries

Tell us promptly if you believe an invoice is wrong. We will investigate in good faith. Any undisputed amount remains payable by the due date unless we agree otherwise.

4.7 Late payment and suspension

If an undisputed amount is overdue, we may send reminders, suspend uncompleted non-emergency work and recover reasonable debt-recovery costs where legally permitted.

We will not use an unrelated payment dispute to remove statutory rights concerning defective work. We may postpone discretionary or non-urgent attendance while a genuinely overdue undisputed balance remains unpaid, but will act reasonably in relation to safety and urgent mitigation.

4.8 Ownership and risk in goods

Before installation, ownership of goods supplied by us remains with us until they are paid for in full, unless the law provides otherwise. Risk passes when goods are delivered into your custody or installed.

After goods are incorporated into the Property, we will not enter the Property or remove them without your agreement or lawful authority. This clause does not affect consumer rights.

4.9 Workmanship guarantee

Subject to these Terms, we provide a 12-month workmanship guarantee from Practical Completion unless a different period is stated in writing. It covers defects caused directly by our failure to carry out the work with reasonable care and skill.

This voluntary guarantee is additional to, and does not replace or shorten, your statutory rights.

4.10 What the workmanship guarantee does not cover

The guarantee does not cover a problem to the extent caused by:

- normal wear and tear or consumable items
- accident, misuse, neglect or unauthorised alteration
- failure to follow reasonable operating, maintenance or servicing instructions
- frost, limescale, sludge, corrosion or contamination not caused by our work
- failure or interruption of water, gas, electricity, internet or another external service
- manufacturer or product defects
- faults in existing components or systems not replaced by us
- work carried out by another person after our installation, except reasonable emergency mitigation

4.11 Manufacturer warranties

Product warranties are provided by the manufacturer under its own terms. We cannot alter warranty periods, approve claims or bind the manufacturer.

Where warranty registration is included, we will submit the information reasonably required. You must retain manuals, commissioning records and confirmations and comply with servicing requirements.

4.12 Reporting a possible defect

Contact us as soon as reasonably possible and provide details, photographs and access. You should take reasonable steps to prevent further damage, including isolating water or gas and obtaining emergency assistance where necessary.

Give us a reasonable opportunity to inspect before permanent third-party repair where practicable. This does not prevent urgent action needed to protect people or property.

4.13 Our response to workmanship defects

If we confirm a defect covered by our workmanship guarantee or legal obligations, we will provide an appropriate remedy, which may include repair, re-performance, replacement, price reduction or another solution required by law.

The remedy will take account of the nature of the defect, proportionality, safety, inconvenience and applicable consumer rights.

4.14 Liability

Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, breach of rights that cannot lawfully be excluded, or any other liability that the law does not permit us to restrict.

We are responsible for foreseeable loss or damage caused by our breach of contract or failure to use reasonable care and skill. Loss is foreseeable where it was an obvious consequence or both parties knew it might happen when the contract was made.

We are not responsible for loss caused by matters outside our reasonable control, pre-existing defects we did not cause, inaccurate information reasonably relied upon, or your failure to take reasonable steps to reduce avoidable damage.

These domestic Terms do not exclude ordinary foreseeable damage to your Property caused by our negligence. We do not accept liability for business losses where you use the Property or services for commercial purposes and did not tell us before the contract was formed, except where the law requires otherwise.

4.15 Events outside reasonable control

We are not responsible for delay or failure caused by events genuinely outside our reasonable control, including severe weather, utility failure, widespread supply shortage, manufacturer recall, transport disruption, illness or government restriction.

We will contact you where reasonably practicable and take reasonable steps to reduce disruption. If a substantial delay continues, either party may end the unperformed part of the contract, with payment adjusted for work and costs properly incurred.

4.16 Complaints

Please contact us promptly if you are dissatisfied. Complaints may be sent by email, telephone, letter or website form using the business details at the front of this document.

Please provide your name, Property address, quotation or invoice reference, description of the issue, photographs where useful and preferred contact details.

4.17 Complaint investigation and resolution

We will acknowledge a written complaint within 5 Working Days and aim to provide a substantive response within 20 Working Days, although complex technical issues may require longer. We will explain any delay.

We may review records, request further information and arrange an inspection. Where a workmanship defect exists, possible remedies include repair, re-performance, replacement, partial refund or another fair solution.

4.18 Independent reports and dispute resolution

Either party may obtain an independent report. Unless agreed or ordered otherwise, the commissioning party initially pays its cost. We may ask for a copy where it is relied upon.

If direct discussion does not resolve the complaint, the parties should consider an appropriate alternative dispute-resolution process before court proceedings where suitable. Nothing in this clause prevents either party exercising legal rights.

5 Working at the Property and general terms

5.1 Access and attendance

You must provide safe, reasonable access to the Property and work area at agreed times. Unless agreed otherwise, a responsible person aged 18 or over must be available where decisions, entry or handover are required.

Tell us about access restrictions, communal rules, permits, gates, alarms, difficult stairs, loft access or other matters that may affect attendance.

5.2 Parking and permits

Please provide lawful parking reasonably close to the Property or tell us in advance about restrictions. Agreed parking, permit or congestion costs may be added to the price where not already included.

5.3 Utilities and isolation

You authorise us to isolate and restore water, gas, electricity or heating where reasonably necessary for the agreed work. You must tell occupants about planned interruption and identify any person or equipment that depends on continuous services.

We will take reasonable care but cannot guarantee uninterrupted services during repair or installation.

5.4 Children, vulnerable persons and pets

Children, vulnerable persons and animals must be supervised and kept away from tools, hot work, open floors and other hazards. We may stop work if uncontrolled animals, aggression or unsafe behaviour creates a risk.

5.5 Furniture, belongings and finishes

Remove fragile, valuable and easily movable items from the work area. Tell us about concealed cables, pipes, underfloor heating, valuable finishes or other known risks.

We will use reasonable protection, but construction work creates dust and disturbance. Unless included, specialist protection, removal of heavy furniture and redecoration are your responsibility.

5.6 Vacant properties, keys and security

Where you provide keys, alarm details or unsupervised access, we will take reasonable care to secure the Property on leaving. You remain responsible for insurance, frost protection, regular inspection and notifying us of special security requirements.

5.7 Hazardous materials and unsafe conditions

Tell us about known asbestos, contamination, unsafe electrics, structural defects, vermin, needles, aggressive occupants or other hazards.

We may stop work where conditions present an unacceptable risk. Suspected asbestos or another hazardous material may require specialist testing or removal before work resumes. Resulting delay and reasonable additional cost are treated under clause 2.11.

5.8 Authority and permissions

By instructing us, you confirm that you own the Property or have authority from the owner to order the work. Unless the quotation states otherwise, you are responsible for landlord, freeholder, planning, listed-building, party-wall or other permissions.

We are not responsible for delay or loss caused by missing permission that you were responsible for obtaining.

5.9 Other contractors

Tell us about other contractors whose work affects our programme. We are not responsible for their acts, omissions or delay where they are appointed directly by you.

You must not ask another person to alter our unfinished work without coordination, as this may create safety, warranty and responsibility issues.

5.10 Photographs and records

We may take proportionate photographs before, during and after work for quotations, technical records, quality assurance, warranties, complaints and insurance. We will avoid unnecessary personal information.

We will not publish identifiable photographs of you or your home for marketing without permission.

5.11 Data protection

We use personal information reasonably necessary to prepare quotations, arrange work, invoice, register warranties, maintain safety and service records, handle complaints and comply with legal obligations.

Information may include contact and Property details, appliance information, photographs, communications and payment records. We may share it where necessary with manufacturers, suppliers, payment providers, insurers, professional advisers, regulators and competent subcontractors.

We do not sell personal information. A separate Privacy Notice should explain legal bases, retention, rights and contact details and should be supplied or made available on our website.

5.12 Intellectual property

We retain copyright and other intellectual-property rights in quotations, designs, drawings and documents we create unless expressly agreed otherwise.

After payment, you may use project-specific documents for the operation, maintenance and future alteration of the relevant Property. They must not be commercially copied, sold or used for another project without permission.

5.13 Notices

A notice under the contract may be sent by hand, post or email to the latest contact details provided. Cancellation during a statutory cancellation period may be made by any clear statement, including the form in Appendix A.

A notice is treated as received when delivered by hand, when ordinary post would normally arrive, or when an email enters the recipient's system without an error message, subject to evidence to the contrary.

5.14 Entire agreement and reliance

The contract documents listed in clause 1.7 contain the agreement about the work. This does not exclude liability for fraud or prevent a consumer relying on information or promises that the law treats as binding.

5.15 Severability

If any clause is found unlawful or unenforceable, it will be removed or limited only to the extent necessary. The remaining clauses continue in effect.

5.16 No waiver

If either party does not enforce a right immediately, that does not mean the right is waived. A waiver applies only where clearly given and only to the particular circumstances stated.

5.17 Transfer and third-party rights

You may not transfer the contract without our written agreement, which will not be unreasonably withheld. We may use competent employees and subcontractors but will not transfer the whole contract to another business without your agreement unless part of a lawful business succession that does not reduce your rights.

Except where the law provides otherwise, a person who is not a party to the contract has no right to enforce it.

5.18 Governing law and courts

These Terms are governed by the law of England and Wales. You may bring proceedings in any court that has jurisdiction under applicable consumer law, including the courts of the part of the United Kingdom where you live where legally permitted.

5.19 Terms continuing after completion

Payment, guarantee, liability, privacy, intellectual-property, complaint and dispute provisions continue after completion or termination to the extent needed to give them effect.

Appendix A - Cancellation notice and form

Use this form only where a statutory cancellation right applies. You may cancel by any other clear statement.

To: WARMFORCE Plumbing & Heating
FREDS MOROZOVS
21 Higher Church Street
Hayle
Cornwall
TR27 4LR
info@warmforce.co.uk

I/We give notice that I/we cancel the contract for the following services:

Quotation or job reference:

Ordered on / contract agreed on:

Customer name:

Property address:

Customer address (if different):

Signature (only if sent on paper):

Date:

Send the notice before the cancellation period expires and keep evidence of sending.

Appendix B - Request to begin during the cancellation period

I expressly request WARMFORCE Plumbing & Heating to begin the services before the end of any applicable 14-day cancellation period.

I understand that, if I later cancel, I may have to pay a proportionate amount for services supplied up to cancellation and reasonable costs for goods or materials that cannot be returned, as permitted by law.

I understand that, if the service is fully performed following my express request and acknowledgement, my right to cancel may be lost once performance is complete.

Customer name:

Quotation or job reference:

Property address:

Requested start date:

Signature:

Date:

Appendix C - Variation authorisation

Customer / Property:

Quotation or job reference:

Description of requested or necessary change:

Reason for change:

Additional price or credit:

Effect on programme or completion date:

Other consequences or assumptions:

Authorised by Customer:

Date:

Accepted by WARMFORCE:

Date:

Urgent safety work may be recorded after the event where prior written authorisation was not reasonably practicable.

