

Terms and Conditions

1. For the purpose of these terms & conditions the following words shall have the following meanings:
 - (a) "The Company" shall mean Switched on London Ltd.
 - (b) "The Customer" shall mean the person or organisation for whom the Company agrees to carry out works &/or supply materials.
 - (c) "The Operative or Engineer" shall mean the representative appointed by the Company.
2. The Company reserves the right to refuse or decline work at its own discretion. Where the Company agrees to carry out works for the Customer those works shall be undertaken by the designated operative of Company at its absolute discretion.
3. **HOURLY RATE WORK.** The total charge to the Customer shall consist of the cost of materials supplied by the Company & the amount of time spent by the operative in carrying out works (including all reasonable time spent in obtaining unstocked materials) charged in accordance with the Company's current hourly rates. The Customer shall only be charged for the time spent related to the Customer's work, all other time, personal mobile calls etc. is non-chargeable. All charges are subject to VAT at the prevailing rate except in cases where the work carried out is zero rated. Minimum charge is for 1 hours labour, thereafter time is charged in 30 min increments. The company reserves the right to vary any prices, discounts, surcharges or rates of interest at any time without notice.
4. **FIXED PRICE WORK** shall be given as a firm cost, (manifest errors exempted) Including Labour & Materials. All costs are plus VAT at the prevailing rate.
5. **ESTIMATED WORK.** Where a written estimate has been supplied to the Customer the total charge to the Customer referred to in the estimate may be revised in the following circumstances:—
 - (i) If after submission of the estimate the Customer instructs the Company (whether orally or in writing) to carry out additional works not referred to in the estimate.
 - (ii) If after submission of the estimate there is an increase in the price of materials.
 - (iii) If after submission of the estimate it is discovered that further works need to be carried out which were not anticipated when the estimate was prepared.
 - (iv) If after submission of the estimate it is discovered that there was a manifest error when the estimate was prepared.
 - (v) should a detailed Insurance Report be required in addition to the estimate and invoice then this will incur a nominal charge of £25.00.
 The Company shall not be under any obligation to provide an estimate to the Customer & shall only be bound (subject as hereinafter) by estimates given in writing to the Customer & signed by a duly authorised representative of the Company. The Company shall not be bound by any estimates given orally or in which manifest errors occur.
6. **MATERIALS.** Material collection of non-stock items is chargeable but:
 - (a) Time must be kept to a minimum & reasonable.
 - (b) If the collection time is likely to exceed 45 minutes the customer must be additionally informed of the circumstances.
 - (c) Only one engineer is allowed to leave the job to collect parts.
 All materials provided by the Company will have a mark up in price to cover associated costs in obtaining the materials. No supplier receipts will be provided to any client unless agreed by senior management. Colour materials are subject to colour variation. All risk in the Goods shall pass to the Customer upon delivery
7. **PRE-PAYMENT/DEPOSITS.** Whereby the invoice payer is not or will not be on location of the completed works at the time of completion, the company reserves the right to request pre-payment of the expected value of the invoice. The company also reserves the right to ask for any invoice to be paid in advance even if the bill payer will be present. A deposit may be requested for any job as decided by the company. Deposits would need to be paid in advance of works, any payment terms will be provided on an individual basis. The advanced payment may form any part labour or any part materials
8. **INVOICES** are due for payment immediately upon delivery to the Customer. Any part of that invoice which remains unpaid shall carry interest at the rate of 5% over the base rate until payment in full is received by the Company. There is an administration charge of £25.00+VAT for the late payment of any invoice. Late payment means more than 7 days after the date of the invoice. Payment will generally be taken by the engineer on site of works by either card machine, virtual terminal, or on the telephone. A bank transfer would require senior management sign off and proof of transfer. Extended payments terms can be agreed under the discretion of senior management only.
9. Where the date &/or time for works to be carried out is agreed by the Company with the Customer, then the Company shall use its best endeavours to ensure that the operative shall attend on the date & at the time agreed. However, the Company accepts no liability in respect of the non attendance or late attendance on site of the operative/engineer or for the late or non delivery of materials.
10. The Customer shall accept sole liability to discharge the Company's account unless he/she discloses to the Company when initially instructing the Company to carry out work &/or supply materials that he/she is acting on behalf of a third party (including, but not limited to, a Limited Company or partnership) & receiving a written estimate) the name of the third party appears on the written estimate.
11. If the Customer cancels their instructions prior to any work being carried out or materials supplied then the Customer shall be liable for any related expenditure together with the profit that would have been made by the Company had the work been carried out &/or materials supplied in accordance with such instructions. Any cancellation with less than 24 hour's notice carries a minimum cancellation charge of £50 plus VAT.
12. **GUARANTEE.** If, after the Company have carried out works, the Customer is not wholly satisfied with the works then the Customer shall give notice in writing within 6 months to the Company & shall afford the Company, and its insurers, the opportunity of both inspecting such works, & carrying out any necessary remedial works if appropriate. The Customer accepts that if he fails to notify the Company as aforesaid then the Company shall not be liable in respect of any defects in the works carried out. This inspection shall only apply to work carried out and completed by the company that has been paid in full by the customer. Following the inspection it transpires the alleged defect is not the result of any work or service carried out or provided by the company, the company reserves the right to make a charge to the customer for the inspection visit at its standard rate. The company reserves the right to not carry out any work where the customer cannot provide sufficient evidence that the work was originally carried out by the company, or where full payment has not been received for said work. Exclusions are:
 - a) Any parts or materials supplied by the company will only be provided with the manufacturers or suppliers guarantee, and are not guaranteed by the company. The Company will accept no liability for, or guarantee suitability, materials supplied by the Customer & will accept no liability for any consequential damage or fault.
 - b) Any systems or structures which have not been installed by the company
 - c) Any defects resulting from the misuse, wilful act or faulty workmanship by the customer or any other third party working for or under the direction of the customer.
 - d) Any structural defects, such as but not limited to subsidence and its resultant effect.
 - e) Any damage to drainage systems caused by any outside force or root penetration.
 The company will not guarantee any work in respect of
 - (a) Blockages in waste & drainage systems,
 - (b) Powerflushing central heating systems (*see notes below)
 - (c) Replacement tap washers/reversers
 - (d) Any Siliconing works
 - (e) Work on existing installations of inferior quality or over 10 years in age
 - (f) Resolution of water hammer or associated plumbing noises
 - (g) Any boiler issues presenting following a boiler service (**see notes below)
 - (h) External water isolation valves/stop cocks
 - (i) Blown dimmer modules due to underlying electrical issues
 - (j) Tripping MCB, RCD on the electrical consumer unit due to underlying electrical issues
 - (k) Flickering lights due to underlying electrical issues
 - (l) Any small fix which could be considered temporary in nature.
 - (m) Repair works, if the fault diagnose is performed by a third party
 *When a powerflush is carried out, the client accepts and agrees there is a remote chance that the client's original pipework and/or fittings may suffer leaks. The company will repair and such leaks at normal company hourly rates as able.
 **Boiler servicing assesses the current working condition of the boiler at that present time and doesn't guarantee the future working or condition of any parts within. The company will not guarantee any work undertaken on instruction from the customer & against the written or verbal advice of the operative/engineer. Work is guaranteed only in respect of work directly undertaken by the company & payment in full has been made. Any non-related faults arising from recommended work which has not been undertaken by the company will not be guaranteed. The customer shall be solely liable for any hazardous situation in respect of Gas Safety Regulations or Gas Warning Notice issued. Registration of any manufacturers guarantees remains the responsibility of the Customer. However, the Company may complete the registration of a manufacturers guarantee on the customers behalf.
13. **LIMITATION OF LIABILITY**
The company's liability shall be limited to:
 - (a) the repair or making good of any defect in workmanship
 - (b) liability for personal injury or death resulting from negligence in the course of carrying out the company's duties
 - (c) the reasonable costs of repair or reinstatement of damage or any loss to the customers property, should this result from the negligence of the company or its employees, agents, franchisees or sub-contractors, and the customer incurs such costs.
 - (d) The company will not hold any responsibility for any damage suffered to a part of any property where the damage is in whole or in part a consequence of a defect or weakness in that part of the property.
 - (e) The company will not hold responsibility or liability for damage caused whilst investigating and repairing any plumbing, gas or drainage work, including blockages. This includes but not limited to; the removal of bathroom suites, panels or furniture, tiles and tiling, floor coverings (carpet, rugs, laminate, wood, tiles etc), internal and external walls where pipework is/has to be routed and other damages as a result.
 - (f) If damage to plaster and brickwork is caused it will be the customer's responsibility to make good. We cannot accept responsibility for any damage to wallpaper, paintwork, tiles, carpet, furniture etc.
 - (g) It is the responsibility of the customer to protect items of furniture, furnishings, fixtures and fittings. We will make reasonable efforts not to cause damage. It is suggested that the customer remove items that is considered to be a problem. If items remain within the working area, it is the responsibility of the customer to cover such items.
 - (h) If furniture or fittings are required to be moved from their position the company is not responsible for any damage to the item or its surroundings such as scratching to the finished floor, or to the item itself.
14. **PERMITS, Licenses, Regulations And Other Consents/Access**
It is the customer's duty to ensure suitable permission, permits, licenses and all other consents from the owner/landlord/agent/organisation, and/or planning permission if necessary is obtained prior to installation work carried out by the company. The company will not be held responsible for any damage to the property (such as fixings, holes etc.) if this has not been obtained, and in the event of equipment supplied or installed requiring removing or re-positioning, extra charges will be incurred. The customer shall provide clear access to enable the company to undertake the works, and will make all the necessary arrangements with the proper persons or authorities for any traffic controls and signals required in the connection with carrying out the works. The customer shall obtain permission for the company to proceed over property belonging to neighbours or third parties if this is necessary. The customer shall indemnify the company in all aspects of claim from neighbouring/third party properties arising out of the presence of the company or its employee's/representatives. The customer will at all times ensure the environment is safe for the company and its employee's/representatives for the purpose of carrying out the works. Where applicable to drainage works and services, the customer shall provide the company, if possible, a plan of the drain layouts. If this is not available, the company reserves the right to make additional charges at the applicable rate if blockages occur in drains not covered or identified by the customer. By instructing the company to proceed with any works as agreed, it is thought by the company the customer has sought the necessary permission as set out above. The customer will be liable to the company for all loss and damage whether indirect, direct or consequential which has been suffered by the company as a result of the failure or delay of the customer in performing the obligations as detailed above.
15. The Company shall be entitled to fully recover costs or damages from any operative/engineer/contractor whose negligence or faulty workmanship results in the Company being made liable for those damages or rectification of the work.
16. These terms & 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 of the Company & by the Customer. Further, these terms & conditions shall prevail over any terms & conditions used by the Customer or contained or set out or referred to in any documentation sent by the Customer to the Company; by entering into a contact with the Company the Customer agrees irrevocably to waive the application of any such terms & conditions.
17. Title to any goods, supplied by the Company to the Customer shall not pass to the Customer but shall be retained by the Company until payment in full for such goods has been made by the Customer to the Company. Until such time as title in the such goods has passed to the Customer:
 - (i) the Company shall have absolute authority to repossess, sell or otherwise deal with or dispose of all any or part of such goods in which title remains vested in the Company.
 - (ii) for the purpose specified in (i) above, the Company or any of its agents or authorised representatives shall be entitled at any time & without notice to enter any premises in which goods or any part thereof is installed, stored or kept, or is reasonably believed so to be.
 - (iii) the Company shall be entitled to seek a court injunction to prevent the Customer from selling, transferred or otherwise disposing of such goods.
 Notwithstanding the foregoing, risk in such goods shall pass on delivery of the same to the Customer, & until such time as title in such goods has passed to the Customer, the Customer shall insure such goods to their replacement value & the Customer shall forthwith, upon request, provide the Company with a certificate or other evidence of such insurance.
18. **FORCE MAJEURE.** The Company shall not be liable for any delay or for the consequences of any delay in performing any of its obligations if such delay is due to any cause whatsoever beyond its reasonable control, & the Company shall be entitled to a reasonable extension of the time for performing such obligations.
19. The Company shall only be liable for rectifying works completed by the Company & shall not be held responsible for ensuing damage or claims resulting from this or other work overlooked or subsequently requested & not undertaken at that time. These terms & conditions & all contacts awarded between the Company & Customer shall be governed & construed in accordance with English law & shall be subject to the exclusive jurisdiction of the English law.
20. **WASTE.** Removal of waste and materials. The company is not responsible for the removal of any waste materials. The customer is responsible for the removal of any/all waste materials resulting from the works carried out by the company.
21. **FROZEN PIPES.** The company will not be liable for any fractures found in frozen pipes attended by the company, and cannot guarantee to clear blockages occurring within frozen pipes or drainage systems.
22. **COMPLAINTS PROCEDURE.** In the unlikely event the customer experiences a problem with the service provided by the company, the customer must put their complaint in writing to the Head Office at Switched on London Ltd, 625 Garratt Lane, London, SW18 4SX, at their earliest opportunity. Upon receipt of this complaint, the company will endeavour to resolve the matter within seven days. Please refer to the complaints procedure document for further information.