

## **Terms and Conditions**

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#### **1. Definitions**

In these Terms and Conditions the following definitions apply:

“The Company”, “We”, “Us” means Sam's Gutters Ltd.

“Technician” means the person or persons carrying out clearing, cleaning, investigation, repair or replacement services for the Client.

“Client” means the person(s), firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom services are supplied.

“Service” means the guttering, fascia, soffit, roofing or any other clearing, cleaning, investigation, repair, visitation request or replacement services carried out for the Client.

“Service Visit” means the visit to the Client’s service address by the technician in order to carry out the Service.

Unless the context requires otherwise, reference to the singular includes the plural and reference to the masculine includes the feminine and vice versa.

#### **2. Contract**

2.1 These Terms and Conditions represent a contract between the Company and the Client.

2.2 Any services ordered through Sam’s Gutters' website are performed by our technicians.

2.3 If the Client encounters a problem or the Service falls short of the Client’s expectations, we will, at our discretion, do our best to resolve the issue.

2.4 The Client agrees that any use of the services advertised through Sam’s Gutters' website (including placing an order for services by telephone, email or website) shall constitute the Client’s acceptance of these Terms and Conditions and that the Client permits the Company to contact the Client in regards to the booked/offered services.

2.5 When booking any service, the Client is obliged to provide details of name, address, telephone and email. When the service is booked, the Client is deemed to accept these Terms and Conditions as well as the fact of The Company contacting the Client unless he states otherwise in writing.

2.6 The Client is entitled to a 14-days cooling off period after booking with Sam’s Gutters. During this time, the Client may cancel his booking(s) by informing the Company in writing (email is sufficient) up to 48 hours before the

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scheduled time for the Service. The Client can send his notice of cancellation to sam@samsgutters.net. There will be no charge for cancellation and any deposit will be repayable, unless any work has been carried out within the 14-days cooling off period. The Client will be liable to pay for any work carried out during the 14-days cooling off period.

In the case of cancellation of a quoted job following the 14-days cooling-off period, the Client is entitled to a refund of his deposit, minus any cost incurred by the Company, either in preparation for the work, purchasing of materials or for any work already carried out until this point, and minus the profit that would have been made by the Company as result of the effort already invested.

2.7 The charges for the Service Visit are to be paid on the day of service by bank transfer to the bank details on the invoice. The Technician will confirm completion of the works directly to Sam's Gutters Limited Operations who will raise an invoice within 2 working days.

2.8 If the Client does not settle the invoice by the due date and the Company is forced to pass the debt to their legal team, then an immediate administrative fee of 25% + VAT of the total invoice amount is added to the owed amount. If after initiating legal procedures the debt is not settled immediately, all resulting legal fees of the Company will be claimed from the debtor, should the court rule in favour of the Company.

2.9 Unless otherwise agreed in writing by a director of the Company, these Terms and Conditions shall prevail over any other terms of business or purchase conditions put forward by the Client.

2.10 No variation or alteration of these Terms and Conditions shall be valid unless approved in writing by a director of the Company. The Company reserves the right to make changes to any part of these Terms and Conditions without notice.

2.11 Terms and conditions and guarantee policy should always be read in full with the additional relevant service notification that can usually be found on your quotation. These specific terms relate to, but are not exclusive to, the following quotations and service provisions: Investigation, Fascia and Soffit Replacement, Leak/Dampness/Mould Handling, Quote Disclaimer, Flat Roof Disclaimer, Roof Replacement.

### 3. Our Services

3.1 The Company aims to provide reliable, trustworthy and efficient Technicians who perform the work specified by the Client in a professional manner.

3.2 The Client must allow the Technician access to the service address, water and power, as needed for the work to be done.

3.3 We aim to deliver work at the highest standard, aiming to exceed expectations. However, where work is being done, mistakes can happen and we always like and endeavour to correct our mistakes. The Client is expected to check the quality of the work immediately after completion. In the event that the Client is not satisfied with the standard of work and it cannot be rectified by the Technician on the spot, the Client should contact the Company within 14 days of the Service Visit. Unless, a good reason is given for late notification, the Company will not consider any complaints made after the period of 14 days. The Company agrees to help to resolve any issues as far

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as possible. In the event of a valid complaint, the Client will allow the Company to send the same Technician back to the Client's property to complete the works to the Client's satisfaction. The Company will not refund any payment to the Client in lieu of the Technician being permitted to return to the Client's property to complete the work.

3.4 Gutter Clearing and Cleaning: "Gutter cleaning" is another term used by people to refer to "gutter clearing" and as such does not refer to cleaning the outside of the Client's gutters. Both, gutter clearing and gutter cleaning, refer to removing the blockage in gutters from leaves, plants, moss, building waste, etc. Gutter clearing can vary in time, but the prices are fixed regardless of the time needed to carry out this service. Gutter clearing is not guaranteed (as gutters can get dirty and fill up again) and any dissatisfaction should be reported within 14 days. The Company will not deal with gutter clearing complaints after 14 days from the date the work was carried out.

3.5 Fascia, soffit, guttering and cladding replacements: The Company will supply the parts and materials required to carry out the work, unless the Client and the Technician agree otherwise. The Client is to discuss with the Technician and agree on the type, pattern, quality and colour of the material he wishes to have installed on the Client's property.

3.6 All repairs are guaranteed for parts and workmanship for a period of one year from the completion of the work unless otherwise stated on the invoice. The guttering, roofing and other repairs would be carried out to the best of our ability, however, if the repair fails within the guarantee period, we will return and rectify the issue free of charge. If the guaranteed repair cannot be rectified due to inability to source the correct part or any other reason, the Company will liaise with the Client, and will either find an alternative solution or will offer a refund to the Client.

3.7 The one-year guarantee is only valid on the specific repairs that the technician originally attended the property to fix. In the event that the same repair fails within one year, the Client should contact the Company and arrange a revisit. If the fault is found to be unrelated to the original repair, our standard repair charges will apply. If a revisit is required but is not arranged by the Client with the Company, the guarantee will expire a year after the original job was completed.

3.8 The one year guarantee on work carried out by our technicians is activated only when the invoice for such work has been settled in full. The one year period starts not with the payment of the invoice but with the completion of the job.

3.9 The Company can recommend other company's, such as for scaffolding or other construction work, but will not act as an agent, take no commission and will not be held responsible for other company's work.

3.10 If we have to search and find an uncommon part to get the repair done, there will be a charge. Alternatively, the client can locate and order the parts and call us to book an appointment to carry out the repair. In such occasion, if an incorrect part is ordered then it would be the responsibility of the client and our full fees would be payable.

### 4. Insurance

The Company is covered by a public liability insurance of a minimum of

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£5,000,000.00, which can be checked [here](#).

### 5. Cancellation

The Client may cancel or reschedule a Service Visit by giving at least 48 hours notice by telephone or email. If the Client fails to do this then they are liable to a payment of £75 administration fee. Notice can only be given on weekdays between 9am and 5.30pm. Any notice given on Saturday and Sundays and public bank holidays will not be accepted.

### 6. Complaints and Claims

6.1 The Company agrees to help resolve any issues as far as possible. The Complaints and Claims policy set out here applies to all the Services.

6.2 The Client accepts and understands that poor service or workmanship or any other issue must be reported within the above allocated times.

6.3 If the Client is dissatisfied with the service provided by a particular Technician and this Technician is unable to resolve the issue during a second visit, the Client may request that the Company allocate a different Technician.

6.4 A claim should be made against the Company public liability insurance in the event of accidental damages, or any damage caused by the Technician to the Client's property.

6.5 The Company is responsible for providing a Technician who is legally eligible to work and capable of performing the service requested by the Client. Where the Company has been negligent and/or breached this obligation, the Company will be liable for any reasonable loss or damage suffered as a direct result. However, the Company's liability won't include any losses relating to the Client's business, even if those losses are reasonably foreseeable.

6.6 All unpaid invoices will be passed on to the Company's legal team to recover the debt. If the Client does not settle the invoice by the due date and The Company is forced to pass the debt to their legal team, then an immediate administrative fee of 25% + VAT of the total invoice amount is added to the owed amount. If after initiating legal procedures the debt is not settled immediately, all resulting legal fees of The Company will be claimed from the debtor, should the court rule in favour of the Company.

### 7. Severely Blocked Downpipes

Gutter clearing price includes clearing the gutters and CHECKING the down pipes for any possible blockage. If the down pipe is blocked we will endeavour to unblock it but the gutter clearing quote given to the client, at the time of booking, does not include unblocking severely blocked downpipes. We would quote separately for the work in such occasions and will carry it out on the day, if the client agrees to the additional charge.

Please contact us if you have any question or need clarification on any item of these terms and conditions.

### 8. Rights To Images

The photographic reports and transformational photographs and images belong to Sam's Gutters Limited and we reserve the right to use the images for advertising purposes. If you would like us to remove any images from our

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database or to cease the use of any photographs and/or images, please write to us at [sam@samsgutters.net](mailto:sam@samsgutters.net)

### **9. Free Quote Service**

We will always do our best to offer to you a quotation, but sometimes, a free or even a paid for quotation is not feasible. We are only bound by our written quotations, read in conjunction with the relevant terms and conditions and policies. We will not be bound by any verbal quotations, or estimates, or written; provided when the data was incomplete and incorrect.

### **10. Date and Time Delays**

It is always our intention to provide customer satisfaction and the promise of works on a date and window of arrival time is very important to us. It can on occasions be necessary, to amend and adjust, or to re-schedule appointments. In the event of such a necessity, we and / or the Technician will endeavour to contact you with as much notice as possible. We will not be held liable for any delay, or consequences of the delay and we will be entitled to a reasonable extension of time for the Service Visit.

Our commitment remains to a high standard of quality and safety controls and measures, therefore your understanding is appreciated.

### **11. 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.

Failure to enforce any of the terms or conditions of this Agreement by Sam's Gutters Limited, shall not constitute a waiver of any such terms or conditions, or of any other terms or 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.