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# Terms and Conditions

Alban Plumbing and Heating Ltd

St Albans · Harpenden · Wheathampstead · Hatfield  
Radlett · London Colney · Redbourn · Hertfordshire

**Company Number:** 13630671

**Registered Office:** 46 1st Floor, Throwley Way, Sutton, England, SM1 4AF

**Contact:** 07342 171 269

**Website:** [aphstalbens.co.uk](http://aphstalbens.co.uk)

## 1. Introduction

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These are the Terms and Conditions of Alban Plumbing and Heating Ltd ("APH", "we", "us", "our"). They set out:

1. The rules that apply when you use our services.
2. What you can expect from us.
3. Your rights and responsibilities as a customer.

## 2. When These Terms Apply

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**2.1** Please read these terms carefully before using our services. By using our services, you agree to these terms, together with our Privacy Policy and Cookie Policy.

**2.2** The version of these terms in force at the time you book or instruct us is the version that applies. We may update these terms from time to time — usually when we introduce a new service, change how we deliver an existing one, or need to comply with a legal requirement.

## 3. What We Mean by “Services”

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“Services” means anything offered by APH across the trades we cover — Plumbing, Heating, Gas, Drains, Bathrooms, Electrics, Carpentry, Appliances, Roofing, Building, Emergencies, and Commercial work — including:

- Enquiries
- Estimates
- Project work
- Installations
- Repairs
- Emergency call-outs
- Servicing
- Guarantees

## 4. Definitions

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**4.1 “We” / “Us” / “Our” / “APH”** means Alban Plumbing and Heating Ltd.

**4.2 “You”** means the customer — the person or organisation for whom we agree to carry out work and/or supply materials.

**4.3 “Tradesperson”** means the representative(s) appointed by APH to carry out the work.

**4.4** We reserve the right to decline any piece of work, and to decide, at our discretion, which tradesperson is assigned to a job.

## 5. Hourly Rate Work

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Where work is charged by the hour, the total cost to you will be made up of:

**5.1 Labour** — time spent by the tradesperson carrying out the work, including reasonable time spent collecting non-stocked materials, charged at our current hourly rate.

**5.2 Materials** supplied by us, charged at no more than trade purchase price plus a 25% markup.

**5.3** You are only charged for time spent on your job. Breaks (e.g. lunch) are not chargeable.

## 6. Fixed Price Work

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**6.1** Where we give you a fixed price, that price is firm (subject to manifest errors) and covers both labour and materials.

**6.2** A written estimate may be revised if, after it's given:

- you instruct us — in writing or verbally — to carry out extra work not covered in the original estimate;
- the price of materials increases;
- further necessary work is discovered that wasn't apparent when the estimate was prepared;
- a manifest error is found in the original estimate.

**6.3** If a detailed insurance report is required (in addition to the standard estimate and invoice), a £25.00 charge applies.

**6.4** We are under no obligation to provide an estimate, and we are only bound by estimates given in writing and signed by an authorised representative. We are not bound by estimates given verbally, or by any estimate containing a manifest error.

## 7. Offers & Incentives

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**7.1** From time to time, at our discretion, we run offers and incentives. Each offer will clearly state its own terms. Offers may only be combined with one another where we expressly allow it.

**7.2** This includes complimentary computer-aided design (CAD) concept artwork for bathroom projects, where offered.

## 8. Collecting Materials

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Where we need to collect materials or parts that aren't already in stock:

**8.1** Collection time will be kept to a reasonable minimum, and should not normally exceed 45 minutes.

**8.2** If we expect collection to take longer than 45 minutes, we'll let you know in advance and explain why.

**8.3** Only one tradesperson will leave a job to collect materials.

## 9. Invoices & Payment

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**9.1** Once you've agreed for us to carry out estimated or pre-booked work, a deposit of 50% of the total price is due immediately. We reserve the right to request full payment upfront at our discretion.

**9.2** On completion of the work, we'll issue an invoice, which is payable within 48 hours of issue. If payment is not received within this 48-hour window, a one-off late payment fee of 10% of the outstanding invoice total will apply.

**9.3** You are solely responsible for payment in full, unless you tell us — at the point of booking — that you're instructing us on behalf of a third party.

## 10. Timekeeping

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**10.1** Where we've agreed a specific date and/or time, we'll make reasonable efforts to ensure the tradesperson attends as arranged. We can't accept liability for late or non-attendance, or for late or non-delivery of materials, where this is outside our reasonable control.

**10.2** We won't be liable for delays caused by circumstances beyond our reasonable control, and we'll be entitled to a reasonable extension of time to complete the work in such cases.

## 11. Cancellations

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**11.1** If you need to cancel or rearrange a booking, please notify us — ideally by phone — by the end of the working day before your scheduled appointment. For cancellations made further in advance, we recommend also requesting written confirmation from us so there's no risk of being charged.

**11.2** If you cancel at short notice — once work has started, or materials have already been ordered or supplied — you may be liable for the cost of time and materials already incurred, plus the profit we would have made on the original job.

## 12. Satisfaction

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**12.1** We aim to provide a professional, high-quality service to every customer. If you're not satisfied with completed work, please give us written notice within 28 days of completion. You must give us — and our insurers, where relevant — the opportunity to inspect the work and carry out any necessary remedial work. If we're not notified within this period, we won't be liable for defects in the work carried out.

## 13. Guarantee on Workmanship

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**13.1** We provide a 28-day guarantee on the labour carried out by an APH tradesperson, covering faulty workmanship only. This runs from the date the work is completed, and is in addition to any separate manufacturer's warranty.

**13.2** The guarantee becomes void where the work or appliance has been:

- subject to misuse or negligence; or
- repaired, modified, or otherwise interfered with by anyone other than an APH tradesperson.

We accept no liability for materials supplied by you, and no liability for any consequential damage or fault arising from them.

**13.3** The guarantee does not cover:

- blockages in waste or drainage systems;
- work carried out on your instruction against the written or verbal advice of the tradesperson;
- faults unrelated to the work we actually carried out — only the work we directly undertake, with payment made in full, is guaranteed.

**13.4** Where we carry out work on existing installations that are of inferior quality or over 10 years old, no warranty is given in respect of that work, and we accept no liability for its ongoing effectiveness.

## 14. Warranty on Parts & Materials

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**14.1** Parts and materials we supply (e.g. boilers, cylinders, taps, valves, appliances) are covered by the relevant manufacturer's warranty, not by APH directly. Warranty length and terms vary by manufacturer and product, and full details will be provided with your invoice or product documentation where applicable.

**14.2** Where a part fails within its manufacturer's warranty period due to a manufacturing fault, we will assist you in pursuing a warranty claim with the manufacturer or supplier. Labour to remove and refit a faulty part under warranty may be chargeable, unless the original fitting was carried out by us within the previous 28 days under Section 13.

**14.3** Manufacturer warranties are typically void if the part has been modified, misused, installed by someone other than a qualified tradesperson, or not maintained/serviced in line with the manufacturer's instructions.

**14.4** We are not liable for manufacturing defects in parts we did not manufacture ourselves. Our responsibility is limited to correct supply and installation in line with manufacturer guidelines.

## 15. Liability

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**15.1** Our liability is limited to rectifying guaranteed work. We're not responsible for damage or claims arising from separate, unrelated work that was overlooked, declined, or not instructed at the time.

**15.2** We accept no liability for damage or defects resulting from work that isn't covered by the guarantee, or where recommended remedial work was declined. This includes cases where you were notified — verbally, via ticked boxes, or in our written comments/recommendations — that the work would not be guaranteed.

**15.3** We're not liable for delays, or the consequences of delays, caused by circumstances beyond our reasonable control, and we're entitled to a reasonable extension of time in such cases.

**15.4** Where a tradesperson's negligence or faulty workmanship makes us liable for damages or rectification costs, we're entitled to recover those costs from that tradesperson.

**15.5** You are solely responsible for any hazardous situation relating to Gas Safety Regulations, or covered by any Gas Warning Notice issued by one of our tradespeople. Our gas engineers operate under their own individual Gas Safe registration and are personally responsible for gas-related work and any associated liability.

**15.6** Nothing in these terms limits or excludes our liability for death or personal injury caused by our negligence, or for any other liability that cannot be excluded or limited under English law.

## 16. Title to Goods

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**16.1** Goods supplied and delivered by us remain our property until paid for in full. While goods remain our property, we reserve the right to:

- retake, sell, or otherwise dispose of all or part of those goods;
- enter any premises where the goods are installed, stored, or reasonably believed to be kept, at any time and without notice, for that purpose;
- seek a court injunction to prevent you from selling, transferring, or otherwise disposing of the goods.

**16.2** Risk in the goods passes to you on delivery. You must insure them at replacement value and provide evidence of insurance if asked.

## 17. Health & Safety / Access to Property

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**17.1** You agree to provide our tradespeople with safe and reasonable access to the areas of your property where work is to be carried out, including access to water, electricity, and parking where required for the job.

**17.2** Please let us know in advance of any hazards, restrictions, or special access requirements at your property (e.g. pets, young children near the work area, asbestos, structural concerns, restricted parking) so we can plan the job safely.

**17.3** We reserve the right to pause or stop work, without liability, if we reasonably believe that continuing would be unsafe for our tradespeople, your household, or anyone else on site.

**17.4** You are responsible for securing pets and ensuring children are kept away from the work area and any tools, materials, or equipment on site.

**17.5** Our tradespeople follow current UK Health & Safety legislation and industry best practice, including Gas Safe requirements for all gas-related work.

## 18. Data Protection & Privacy

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**18.1** We collect and process personal data (such as your name, address, contact details, and job history) in order to provide our services, manage bookings, issue invoices, and meet our legal obligations.

**18.2** We handle your personal data in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act

2018. Full details of what we collect, how we use it, and your rights are set out in our separate Privacy Policy, available on our website.

**18.3** We will not share your personal data with third parties except where necessary to deliver our services (e.g. manufacturers for warranty claims), where required by law, or with your consent.

**18.4** You have the right to request access to, correction of, or deletion of your personal data, subject to our legal obligations to retain certain records (e.g. Gas Safety Certificates, invoices).

## 19. Photos, Before/After Images & Marketing

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**19.1** We may take photographs or videos of work carried out at your property, before, during, and after completion, for our own quality control, training, and marketing purposes (including our website, social media, and promotional materials).

**19.2** We will not use any images that identify you personally, your address, or other identifying details without your separate, explicit consent.

**19.3** If you do not wish for photos or videos of your property or the work carried out to be used for marketing purposes, please let us know before work begins, and we will respect this request.

**19.4** You may withdraw consent for the use of any previously taken images at any time by contacting us, and we will remove them from future use within a reasonable timeframe.

## 20. Complaints Procedure

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**20.1** We aim to resolve any concerns quickly and fairly. If you're unhappy with any aspect of our service, please contact us as soon as possible, ideally within 28 days of the work being completed (see also Section 12).

**20.2** To raise a complaint, please contact us by phone on 07342 171 269 or via the contact details on our website, with details of the job and the issue. We aim to acknowledge complaints within 2 working days.

**20.3** Wherever possible, we will offer to inspect the work in question and propose a resolution, which may include remedial work, a partial refund, or other appropriate action, in line with Sections 12 and 13.

**20.4** If we're unable to resolve a complaint directly to your satisfaction, you may be entitled to refer the matter to an alternative dispute resolution (ADR) provider or, where applicable, to Trading Standards or a relevant trade body. We will provide details of relevant ADR schemes on request.

## 21. Force Majeure

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**21.1** We will not be liable for any failure or delay in performing our obligations where this is due to circumstances beyond our reasonable control ("Force Majeure"), including but not limited to: extreme weather, fire, flood, pandemic or public health emergency, strikes or industrial action, supply chain disruption, material or parts shortages, fuel or power shortages, government action or restrictions, or any other event beyond our reasonable control.

**21.2** Where a Force Majeure event affects our ability to carry out work, we will notify you as soon as reasonably possible and agree a revised timeframe with you. Neither party will be liable to the other for any delay or failure to perform caused by such an event.

**21.3** If a Force Majeure event continues for a prolonged period such that it is no longer reasonable to proceed with the work, either party may cancel the booking, and any deposit paid will be refunded in full, less any costs reasonably incurred up to that point.

## 22. General

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**22.1** These terms may only be varied by a written instrument signed by both an authorised representative of APH and you.

**22.2** These terms take precedence over any terms or conditions you provide to us, whether in correspondence, purchase orders, or otherwise.

**22.3** If any provision of these terms is found to be invalid or unenforceable by a court, the remaining provisions will continue in full force and effect.

**22.4** These terms, and any contract between us, are governed by the law of England and Wales and subject to the exclusive jurisdiction of the English courts.

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**Alban Plumbing and Heating Ltd** is registered in England and Wales, company number **13630671**.

Registered office: **46 1st Floor, Throwley Way, Sutton, England, SM1 4AF**

### Service Areas

- St Albans
- Harpenden
- Wheathampstead

- Hatfield
- Radlett
- London Colney
- Redbourn
- Hertfordshire