




Modest Ltd

(Trading As Modest Property Services)

Terms & Conditions

 07956149723

 Info@Modest.Ltd

 Modest.Limited

 Modest.Ltd

Registered Office: Modest Ltd, Dorset Crescent, Newport, NP194QF. Registered in England and Wales: 14788179



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Terms & Conditions

DEFINITIONS

1. For these terms and conditions, the following words shall have the following meaning.
2. The term "Company" shall mean Modest Ltd.
3. The Term "Customer" shall mean the person or organisation for whom the company agrees to carry out any works and/or supply materials.
4. The term "Contractors/Engineer" shall mean the person/s completing the installation or work on site and include Modest Ltd employees & subcontractors.
5. The Term "Works/Installation" Shall mean any services and products provided by Modest Ltd including but not limited to plumbing and heating, gas installation, electrical works, kitchen and bathroom renovations, plastering, tiling.

PROVISIONS OF SERVICE

1. Quote Validity (30 Days): the price quoted is open for acceptance within 30 days if the services commence within 90 days from the date of the quotation.

Service Commencement (90 days): If the Customer decides to commence work after the 90-day period, the Company will let the Customer know if there has been a change in the price requiring a revised quotation and the reasons why. Upon agreement, this will form a legally binding contract between the Company and the Customer.

2. All prices quoted are exclusive of VAT and subject to finalisation upon a survey. If the rate of VAT changes between your order date and the date we supply the product, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.
3. The Company will provide a written quote when required/requested. The quote will include the cost of labour, materials, appliances and equipment as specified in the description. If during the Works/Installation, the Contractors/Engineer must deviate

from the original quotation, the Company retains the right to provide an additional estimate for further works required. If any faulty plumbing/heating components, gas appliances and/or electrics/electrical equipment are discovered during the Works/Installation and require replacement, the Customer will be provided with an additional estimate for the replacement.

4. Where the Company needs to connect new equipment to the Customers existing plumbing, heating system or electrical circuit it will not accept liability for the cost of repairing or replacing parts to the existing system that subsequently develops faults. This includes zone valves, heating pumps, programmers and thermostats unless included within the official quotation. The Company may at its sole discretion charge for visits made to the Customers property by the Contractors/Engineer if the system is faulty or has developed a fault after the Works/Installation has been conducted. The Company will not accept liability where any part of the Works/Installation will not function properly because the water and/or electrical supply is inadequate, the water pressure becomes invariable or any other unforeseen circumstance.
5. The Company shall only be bound by quotes provided in writing to the Customer and signed by a duly authorised representative of the Company. The Company shall not be bound by any quotes/estimates provided orally or in which manifest errors occur.
6. Access to the property is required in order that the Works/Installation may be undertaken. The Company's Contractors/Engineer are scheduled to arrive at the property between the times of 08:00am and 09:00am, subject to traffic conditions or unless otherwise stated. The Company will not be responsible for the protection or security of the property if the Contractors/Engineer are left alone while carrying out their duties.

6.1 The Customer shall be solely responsible for ensuring that the premises where the Works/Installation are to be performed provide a safe and suitable working environment for the Company's personnel and any subcontractors. This includes, but is not limited to, ensuring:

- 6.1.1 Providing clear and safe access to the work areas.
- 6.1.2 Making sure the work areas meet all relevant health and safety rules and guidelines.
- 6.1.3 Telling us about any known hazards or potential dangers in the work areas.

6.1.4 Ensuring there's enough light and fresh air where we're working.

6.1.5 Providing access to toilet and washing facilities, as required by regulations.

6.1.6 Making sure any equipment or systems we might need to use are safe and in good working order.

6.17 If we reasonably believe the working conditions aren't safe, we may have to stop work until it's safe to continue. We'll discuss any concerns with you. You'll be responsible for any delays or extra costs that result from unsafe conditions or inadequate access.

7. The time estimate provided for completion of Works/Installation is a best estimate of the likely time scale prior to commencement of the services provided. The Company will make every reasonable effort to start and complete the Works/Installation within the provided estimate, but cannot accept liability for any cost, losses or expense incurred by the Customer because of any delays or rescheduled appointments.

8. Where the date and/or time for Works/Installation to be carried out is agreed by the Company with the Customer, then the Company shall use reasonable endeavours to ensure that the Contractors/Engineer shall attend on the date and at the time agreed. However, the Company accepts no liability in respect of the non-attendance or late attendance on site of the Contractors/Engineer or for the late or non-delivery of materials.

9. The price specified in the quotation does not include the price of removing any additional dangerous waste material such as asbestos or other hazardous material that is found when carrying out Works/Installation within the Customer property.

10. If during the execution of the Works/Installation, asbestos is encountered, the Company reserves the right to withdraw its Contractors/Engineer immediately until the site is made safe. The cost of removing asbestos is not included within the price. However, the Company upon request of the Customer will provide a cost for removing asbestos and will add this fee to the total quote.

11. A heating system upgrade can lead to the system operating under higher working pressure. This can lead to small pre-existing holes or loose pipes in the heating system to start leaking or become more noticeable. This shall not be deemed the responsibility of the Contractors/Engineer or of the Company. Should such a failure occur, additional work may be required to resolve this. Any additional costs will be added to the original quote.

12. The Company will take all reasonable care to carry out the Works/Installation. However, the Customer accepts that the Works/Installation, including the removal or dismantling of existing fixtures or fittings may cause damage to the decoration and/or the fixtures and fittings. This provision does not exclude the Company's responsibility for damage, which is beyond which is reasonably commensurate with the Works/Installation. It is anticipated that certain areas in the Customers property may need redecoration following completion of the Works/Installation. This will be the responsibility of the Customer and is not included in the price.

13. In the event that an existing flue/vent hole needs to be filled and repaired, the Contractors/Engineer will use the standard bricks, blocks and mortar provided by the Company. The Contractors/Engineer will carry two differing shades of bricks as standard and will use the most appropriate shade. The Company cannot guarantee an exact colour match for bricks and mortar unless otherwise stated in the contract.

14. If required, any necessary consents will be in place before work commences on site. The Customer will obtain all necessary consents at their own expense, including but not limited to planning consent, neighbours and mortgage providers.

15. If, after the Company shall have carried out the Works/Installation, the Customer is not wholly satisfied with the Works/Installation then the Customer shall give notice in writing within 28 Days to the Company and shall afford the Company, and/or its insurers, the opportunity of both inspecting such Works/Installation and carrying out any necessary remedial work if appropriate. The Customer accepts that if they fail to notify the Company within the required timeframe then the Company shall not be liable in respect of any defects in the Works/Installation carried out.

16. The prices specified will not cover the cost of an upgraded gas supply to a new appliance from the gas metre, if it has not been specified on the original quote. If it is discovered that an upgrade to the gas supply is required by the Contractors/Engineer during the installation, the Company retains the right to provide a further quotation to complete these works.

17. The Customer is responsible for reviewing and confirming their official quotation from the Company. No other documentation such as a brochure or email correspondence will be taken into consideration.

PAYMENT

1. A deposit of up to 50% may be required prior to commencement of services provided by the Company. We accept the following payment methods (BACS or cash only). Cheque or card payment is not accepted.
2. There is a 14-day cooling off period starting from the date of acceptance of the quotation during which the customer has the right to cancel without penalty. After this time the deposit will be retained by the Company for all unrecoverable costs incurred as a direct result of the cancellation.
3. We charge interest on late payments: all balances are due for immediate payment upon completion of the works or the commissioning of a gas installation. Any part of the invoice which remains unpaid shall carry an administration fee of £100.00 and interest at the rate of 4% above the base rate of the amount that remains outstanding.
4. In the event that the Company must organise for Contractors/Engineer to re-attend to complete outstanding issues, the Customer may not use this as reason to withhold payment.
5. The goods will remain our property until the full payment has been received. Until such time, the Company shall have an absolute authority to re-take, sell or otherwise deal with or dispose of all or any part of the goods in which title remains vested in them.
6. The boilers manufacturer's parts and labour warranty are registered by the Company on full payment of the balance by the Customer. If the Customer does not finalise the balance within 72 hours of completion, they risk voiding the manufacturer's parts and labour warranty of which the Company accepts no responsibility.

While we aim to complete all installation work fully before final payment, please understand that very minor items may sometimes remain outstanding after the appliance is working and tested ("commissioned").

In such instances, to allow us to register your appliance warranty promptly and avoid any risk of it being voided, we request a payment of 95% of the remaining balance. This payment confirms your satisfaction with the core functionality of the appliance and allows us to proceed with the warranty registration on your behalf.

The final 5% of the balance will be due upon the full completion of all outstanding installation items to your reasonable satisfaction. We will agree a clear timeframe for completing these minor items with you at the time of commissioning. We will also provide you with confirmation that the appliance warranty has been successfully registered once the 95% payment is received.

Failure to complete the remaining minor items within the agreed timeframe will entitle you to withhold a reasonable portion of the final 5% payment, proportionate to the value of the uncompleted work.

8. The Company will commit to the Customer that all quoted Works/Installation will be completed in full, However, due to the nature of the Works/Installation, if all or any part remains incomplete, the Customer will agree to retain 5% only of the quoted sales price until the date that all works have been completed.

Pricing & Definitions

To ensure transparency and help you understand our charges, we operate with the following pricing structure:

1. Standard Call Out:

- **Definition:** A **Standard Call Out** refers to a visit by our qualified plumbers during our regular business hours (Monday to Friday, 8:00 AM to 5:00 PM) to attend to non-urgent plumbing issues. These are typically pre-booked appointments for routine maintenance, minor repairs, installations, or investigations where there is no immediate risk to safety or property.
- **Pricing:** The charge for a Standard Call Out is a fixed fee of £60 (**ex VAT**). This fee covers the cost of our plumber's time to travel to your property and the first 1 hour of on-site assessment or work. Any work exceeding this initial period will be charged at our applicable hourly rate (see section 4).

2. Emergency Call Out:

- **Definition:** An **Emergency Call Out** is for urgent plumbing situations that require immediate attention outside of our regular business hours or during public holidays. These situations typically involve a significant risk to safety, health, or property, such as:
 - Burst pipes causing flooding.
 - Complete loss of water supply.
 - Blocked drains causing sewage backup into your property.
 - Gas leaks (please note we are Gas Safe registered)
 - Complete heating failure during cold weather.
- **Pricing:** Due to the immediate and often unscheduled nature of emergency call outs, a higher fixed fee of **£120 (ex VAT)** applies. This fee covers our rapid

response and the first 1 hour of on-site assessment and emergency work to make the situation safe or resolve the immediate issue. Further work beyond this initial period will be charged at our emergency hourly rate (see section 4).

3. VAT & Other Charges:

- **VAT:** Please note that **all prices quoted are exclusive of Value Added Tax (VAT) unless explicitly stated otherwise.** VAT will be added to the final invoice at the prevailing rate.
- **Other Charges:** In addition to our call out fees and hourly rates, the following charges may apply where relevant:

- **Materials:** The cost of any parts, fittings, or materials required to complete the work will be charged separately at cost plus a handling fee.

Our handling fee covers the costs associated with sourcing, ordering, collecting, and managing the materials required for your job. We will always aim to provide you with a clear estimate for materials before commencing work.

- **Specialist Equipment Hire:** If specialist equipment is required for the job (e.g. drain jetting machine), the cost of hire will be charged separately and will be discussed with you beforehand.
- **Waste Disposal:** If removal and disposal of significant amounts of plumbing waste (e.g. old fixtures, pipes) is required, a separate waste disposal fee will be quoted.

4. Hourly Rates or Fixed Prices:

- **Hourly Rates:** For work extending beyond the initial call out period or for smaller, less predictable jobs, we charge an hourly rate:
 - **Standard Hourly Rate:** £50 (ex VAT) per hour, after the initial call out period.
 - **Emergency Hourly Rate:** £65 (ex VAT) per hour, after the initial emergency call out period.
- **Fixed Prices:** For larger, more clearly defined projects (e.g. bathroom installations, boiler replacements), we will typically provide you with a



comprehensive **fixed price quotation**. This quotation will outline the total cost for the agreed scope of work, including labour and standard materials. Any changes to the agreed scope of work may result in a revised quotation.

GUARANTEE AND WARRANTIES

1. The Company guarantees pipework in direct relation to the Works/Installation or any other items that were replaced or installed during the work completed by The Company for 12 months from the completion, unless stated otherwise on the quotation. The warranty does not cover acts of vandalism, third party negligence, acts of God or wilful damage. This also does not include servicing, maintenance or repair work which is guaranteed for 28 days.
2. The Company will provide a 28-day guarantee after commissioning of the new appliance to investigate any and all faults relating to the central heating and hot water. The company will not accept any liability to replace or repair faulty components unrelated to the installation. If the Company are instructed to investigate a fault by the Customer after the 28-day period, a call out fee of up to £120 (ex VAT) will be applicable if the Contractors/Engineer establishes that the Company is not responsible for the fault. The Company will not be responsible for faults related to system rebalance, system re-pressurisation or system air bleeding.
3. The Company cannot guarantee any services, parts and equipment supplied to the customer if:
 - A. They suffer misuse, are treated negligently or if the Company's work is repaired, modified, or tampered with by any third party.
 - B. The material used is supplied by the Customer. If we're making or supplying the product to measurements you provide, you're responsible for making sure those measurements are correct.
 - C. The Company identifies that further works need to be carried out for the services, parts or equipment to function correctly.
4. The warranty for a boiler and/or cylinder will be covered by the manufacturer as agreed in the quotation. The warranty only applies to the boiler. It does not apply to any existing parts of the system. The Company will not be liable for the cost of resolving existing circulation issues.

7. The Company is not responsible for delays outside our control.

Sometimes, events outside our control can delay the Works/Installation and/or supply of your products. These events might include things like:

- Supplier issues: Our suppliers unexpectedly running out of specific pipes, fittings, or appliances.
- Manufacturing delays: Unforeseen problems in the production of a particular item you've ordered.
- Transport problems: Road closures, accidents, or delivery vehicle breakdowns affecting the delivery of your goods to us or our ability to carry out services.
- Severe weather: Heavy snow, flooding, or storms making it unsafe or impossible to transport goods or carry out services.
- Industrial action: Strikes or other labour disputes affecting our suppliers or delivery services.

If such a delay happens, the Company representative will contact you within a reasonable timeframe and we'll do our best to minimise it. As long as we keep you informed and try to reduce the delay, we won't offer compensation for the delay itself. However, if the delay is likely to be significant, you can contact the Company representative to discuss ending the contract and receiving a full refund for any products or Works/Installation you've paid for but haven't yet received.

Our complaints policy. Our Customer Service Representative:

Matt@Modest.Ltd will do their best to resolve any problems you have with us or our products.

Contact Number for complaints: 07956149723.

BOILER SERVICE PLAN

1. The Service Plan may be offered in the original Quote. The Customer can request to take out a service plan on a new boiler installation carried out by the Company up to 12 months after the boiler commissioning date.
2. The Service Plan - One of the Company's Contractors/Engineer will visit the Customers property annually to check and service the boiler as per the manufacture's instruction. The Contractors/Engineer will check that the boiler is working safely and in line with the relevant laws and regulations, this will also include a visual inspection of any other gas appliances located within the property. The duration of this service plan will be set out and be verbally confirmed on completion of the installation. If, when the annual service is taken place, a fault is found to a component within the boiler, the Contractors/Engineer will contact the manufacturer on behalf of the Customer. If the fault is deemed to be present in the central heating system itself or other gas appliances the Contractors/Engineer will advise the Customer of the issue and provide a quote for the fault. When the annual service is due the Company shall send an email reminder, to the email address provided by the Customer (please note that if the Customer's email address changes they will be responsible to advise the Company) If the Company has no response, they will not make another attempt, but the Customer can contact the Company at any time to arrange the annual service. The Company accepts no liability if the annual service isn't carried out within 12 months of the previous annual service and thus no responsibility if the manufactures warranty becomes void due to no annual service being carried out.
3. If the Service Plan is part of a finance package with a consumer finance provider, the Service Plan must be paid separately directly to the Company on completion of the installation. The Customer's Service Plan is a direct contract with the Company therefore the relevant consumer finance provider shall not retain any responsibility for the Service Plan.

CANCELLATION POLICY

1. There is a 14-day cooling off period starting from the date of agreement of the quotation during which the Customer has the right to cancel the Works/Installation without penalty. After this time the deposit will be retained by the Company for all unrecoverable costs incurred as a direct result of the cancellation.

2. If the Customer wants to cancel the order within the 14-day cooling off period, it must be requested in writing to the Company. The Company will process any refund of a deposit that is due to the customer within a 14-day period of receipt of the formal cancellation. We refund you by the method you used for payment. We don't charge a fee for the refund.
3. If the Customer cancels after any Works/Installation has started the Contractors/Engineer will be instructed to safely isolate any water, gas or electrical work being carried out and leave the property. The deposit will be retained by the Company for all unrecoverable costs incurred as a direct result of the cancellation and the Customer will be liable for any additional charges or cost incurred from the date Works/Installation started.

Your rights and remedies if you are a consumer. We honour our legal duty to provide you with products that are as described to you in writing and that meet all the requirements imposed by law.

Summary of your key legal rights

If your product is **goods**, for example plumbing products such as copper piping the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- Up to 30 days: if your goods are faulty, then you can get a refund.
- Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- Up to six years: if your goods do not last a reasonable length of time, you may be entitled to some money back.

If your product is **services**, for example the installation of said plumbing products the Consumer Rights Act 2015 says:

- You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill or get some money back if we can't fix it.
- If a price hasn't been agreed upfront, what you're asked to pay must be reasonable.
- If a time hasn't been agreed upfront, it must be carried out within a reasonable time.

Consumer: we don't compensate you for all losses caused by us or our products

Our liability to consumers. We're not responsible for losses you suffer caused by us breaking this contract unless if the loss is:

- **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- **Caused by a delaying event outside our control.** As long as we have taken the steps set out in the above section - we're not responsible for delays outside our control.
- **Things You Could Have Avoided:** We won't be responsible for losses or damage that you could have avoided by taking reasonable care. For example:
 - Damage from a leak: If we advised you that a pipe needed immediate repair, but you delayed getting it fixed and it subsequently burst, causing damage to your property, we wouldn't be liable for that damage because you could have avoided it by acting on our advice.
 - Damage due to misuse: If we installed a new tap and provided instructions on its correct use, but it gets damaged because it was used improperly (e.g. excessive force), we wouldn't be responsible for that damage.
 - Damage from not maintaining your system: If we advised you to regularly bleed your radiators to prevent corrosion, and a lack of bleeding leads to system failure, we wouldn't be liable for the resulting damage as this could have been avoided with proper maintenance.

Our liability to businesses.

If you're a business, then, except in respect of the losses described in *Losses we never limit or exclude*:

- we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or

consequential loss arising under or in connection with any contract between us; and

- our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for products under such contract.

Losses we never limit or exclude. Nothing in these terms shall limit or exclude our liability for:

- death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- fraud or fraudulent misrepresentation;
- breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- any matter in respect of which it would be unlawful for us to exclude or restrict liability.

Your rights if you are a business. We warrant that on delivery, and for a period of 3 months from the date of delivery (**warranty period**), any products which are goods shall:

- conform in all material respects with their description.
- be free from material defects in design, material and workmanship;
- be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- be fit for any purpose held out by us.

Your remedies if you are a business. Unless an exception applies (see *Exceptions to business customers' warranty below*) if:

- you give us notice in writing within a reasonable time of discovery that a product does not comply with the business customer warranty (see *Your rights if you are a consumer*);

- we are given a reasonable opportunity of examining such product; and
- you return such product to us at our cost,

we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full and this will be your only remedy for breach of the warranty.

These terms shall apply to any repaired or replacement products supplied by us.

Exceptions to business customers' warranty. We will not be liable for a product's failure to comply with the business customer warranty (see *Your rights if you are a business*) if:

- you make any further use of such product after telling us it is non-compliant;
- the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;
- the defect arises because we followed any drawing, design, measurement or specification supplied by you;
- you alter or repair the product without our written consent; or
- the defect arises because of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

TERMS OF USE

1. Laws: These terms and conditions and all contracts entered into between the Company and the Customer shall be governed and construed in accordance with the Laws of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

2. Acceptance: Please ensure you have read and understood these terms and conditions, as placing an order for our goods or services or accepting our quotation signifies your acceptance of them.

3. Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.



4. If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

5. Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

Your Personal Data: We will collect and use your personal information (such as your name, address, contact details, and details about the plumbing (or other) work required) to provide our services, process payments, and communicate with you. We will keep your data secure and only for as long as necessary for these purposes and to comply with legal obligations. Your rights regarding your personal data, and further details on how we handle it, are set out in our Privacy Notice.