



WATERWORX PLUMBING & HEATING SERVICES LIMITED

STANDARD TERMS AND CONDITIONS

Version July 2026

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1. Definitions

In these Terms and Conditions, (except to the extent expressly provided otherwise):

- 1.1 Business Day**
Means any day other than a Saturday, Sunday, or UK bank holiday.
- 1.2 Business Hours**
Means the hours of 08:00 to 17:00 (GMT) on Business Day.
- 1.3 Call Out**
Means a visit from an engineer to the Customer. It is considered an hour even if the Engineer is only with the Customer for less than the hour.
- 1.4 Cooling Off Period**
Means a period of 14 days in which a Customer is entitled to cancel the Plan after entering into it.
- 1.5 Conditions**
Means these terms and conditions, as amended from time to time by the Provider in their sole discretion.
- 1.6 Contract**
Means the contract between the Customer and the Provider for the supply of Services and/or Materials in accordance with these Conditions.
- 1.7 Customer**
Means the person or entity that accepts a Quotation whether it be written or verbal from the Provider for the purchase of Materials and/or supply of Services or a person who purchases the monthly or annual Plan.
- 1.8 Customer Materials**
Means the Materials provided by the Customer to be used in the supply of Services if deemed suitable by the Provider.
- 1.9 Force Majeure Event**
Means an event, or a series of related events, which is outside the reasonable control of the party affected (including without limitation, power failures, industrial disputes affecting any third party, changes to the law, endemic, pandemic, natural disasters, explosions, fires, floods, riots, terrorist attacks and wars).
- 1.10 Materials**
Means the Materials (including any instalment of the Materials or any parts of them) set out by the Provider in the Quotation to the Customer or used during a Call Out as part of the Plan.
- 1.11 Order**
Means the Customer's acceptance (whether written or verbal) of the Provider's Quotation to supply Materials and/or Services to the Customer and it shall include emergency and immediate works. For the avoidance of doubt, the booking of an appointment and the subsequent attendance of the Provider to attend the Customer's Site shall be deemed as acceptance by the Customer of the Order.
- 1.12 Party**
Means the Provider or the Customer. "Parties" also means the Provider and Customer.
- 1.13 Plan**
Means the Cambridgeshire Priority 24/7 Plan pursuant to Schedule 1.
- 1.14 Provider**
Means Waterworx Plumbing and Heating Services Limited, a company incorporated under the laws of England and Wales under company number 10643228), having its registered address at 1 Hogarth Close, St. Ives, PE27 3HJ, and its principal place of business at 2 Enfield Court, Nuffield Rd, St. Ives PE27 3NJ.

1.15 Quotation

Means the Provider's financial and job specification estimate (written or verbal) to undertake the Services safely and competently, as requested by the Customer or as deemed appropriate in the professional opinion of the Provider. The Quotation is an initial estimate only and the Provider reserves the right to adjust the price of the Quotation, including any increase to no higher than 30% if: (a) the time taken by the Provider to complete the provision of Services exceeds the time originally provided in the Quotation, or (b) the nature and/or original cost of the Materials in the Quotation should change.

1.16 Services

Means the provision of work and/or other services, which are the subject of the Contract and described in the Quotation and/or any services provided under the Plan

1.17 Site

Means the address for delivery, where any Services are to be performed as agreed by the Parties.

1.18 Tax

Means all prices for Services and Materials provided shall be subject to the standard value-added taxation (VAT) rate, as specified by the UK Government as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature.

2. Basis of the Order

- 2.1** The Order constitutes an offer by the Customer to purchase the Services and/or Materials in accordance with these Conditions.
- 2.2** The Order shall only be deemed to be accepted when the Provider issues acceptance whether verbal or written of the Order at which point and on which date the Contract shall come into existence.
- 2.3** Any Quotation given by the Provider shall not constitute an offer and is only valid for a period of 30 Business Days from date of issue.
- 2.4** The Provider reserves the right to vary these Conditions upon giving the Customer reasonable notice of its intention to do so.
- 2.5** All of these Conditions shall apply to the supply of both Materials and Services except where application to one or the other is specified.

3. Materials

- 3.1** The quantity, quality and description of the Materials shall be those set out in the Quotation.
- 3.2** The Provider reserves the right to make any changes in the specification of the Materials if required by any applicable statutory or regulatory requirement.
- 3.3** Should the availability of required Materials change or become obsolete then the Provider shall not be liable for any disruption in the provision of Services. Best endeavours will be made by the Provider to find alternative Materials wherever feasible, and Order pricing shall be adjusted to reflect any changes in Materials or labour costs which will be incurred by the Customer.
- 3.4** The Provider reserves the right to refuse the use of Customer's Materials should they be deemed to be non -standard or non -compliant with the manufacturer or general safety guidance. If the Provider has incurred time to attend the Customer's site to determine the suitability of the Customer's Materials, then the Customer shall be required to pay the Provider for the cost of the Provider's attendance.
- 3.5** Whereby the Provider requires additional Materials in completion of the Order the travel time from Customers Site is chargeable to the Customer as part of Service provision.

4. Delivery of Materials

- 4.1 For all Quotations where the value of Materials exceeds £400, a 50% deposit of the cost of Materials shall be paid in full by the Customer for the Materials at the point of Order, prior to the delivery of Materials at Customer's Site. The Provider shall advise the Customer of their obligation to pay the Materials deposit prior to delivery. If the Provider fails to advise the Customer that the Materials deposit is due, the Provider reserves the right to request payment of the deposit at any stage of the delivery of the Order.
- 4.2 Any dates quoted for delivery of Materials shall be approximate, and the Provider shall not be liable for any subsequent delays.
- 4.3 The Provider may deliver the Materials to the Site for the Order in a single delivery or multiple deliveries depending on the availability of Materials and requirement during the Services.
- 4.4 If the Customer has not:
 - (a) taken delivery of the Materials within 10 Business Days from the date when the Provider notifies the Customer that the Materials are ready for delivery,
 - or
 - (b) paid the Provider in whole or part for the Materials, the Provider may at their own discretion resell or otherwise dispose of part or all the Materials.

5. Materials Title and Risk Transfer

- 5.1 Risk of damage to or loss of the Materials shall pass to the Customer at the time of delivery to the Customer's Site.
- 5.2 If the Customer fails to accept delivery of the Materials within 3 Business Days of the Supplier notifying the Customer that the goods are ready, then, except where delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract in respect of the goods:
 - (a) a delivery of the Materials shall be deemed to have been completed at 9:00am on the third Business Day after the day on which the Supplier notified the Customer that the Materials were ready; and
 - (b) the Supplier shall store the Materials until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 5.3 Notwithstanding delivery and the passing of risk in the Materials, or any other provision of these Conditions, title of the Materials shall not pass to the Customer until the Provider has received full cleared funds payment, for the price of the entire Order (including actual labour as provided in deliverance of Services and detailed within the order/Quotation).
- 5.4 Until such time as title in the Materials passes to the Customer, the Provider shall be entitled at any time to require the Customer to return the Materials to the Provider and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Materials are stored and repossess the Materials. Until such time as the Materials are returned in accordance with this provision, the Materials shall not be pledged or given as security or resold by the Customer and the Customer undertakes to store the Materials in its premises separately from its own Materials or those of any other person and in a manner which makes them readily identifiable as the Provider's Materials.
- 5.5 Until such time as title of the Materials passes to the Customer, the Customer must not remove, deface or obscure any identifying mark or packaging on or relating to the Materials and maintain the Materials in satisfactory condition.

6. Provision of Provider Services

- 6.1 The Provider shall supply the Services to the Customer in accordance with the Order in all material respects.

- 6.2** The Provider shall use all reasonable endeavours to meet any performance dates for the Services specified in the Quotation or subsequent email, telephone, text, or other correspondence, but any such dates shall be estimates only and will require the Customer to provide timely access to the Site for the Provider.
- 6.3** The Provider reserves the right to amend the Services if necessary to comply with applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services.
- 6.4** The Provider reserves the right to refuse to undertake any work that is deemed likely to be ineffective or unsafe.
- 6.5** The Provider warrants to the Customer that the Services will be provided using reasonable care and skill and to always meet all regulatory certification and safety standards. The Provider agrees to always maintain the required professional accreditation and registration with the UK national Gas Safe Register and where requested, to provide evidence of such accreditation. Certificates of compliance with the Gas Safe regulations shall be issued at the completion of all works, where required and appropriate.
- 6.6** The Provider reserves the right to isolate and turn off any fuel supply, because of a major concern as to the safe operation of a heating system boiler and or associated components and will not be held responsible for any costs incurred as a result of doing such.

7. Customer's Obligations

- 7.1** The Customer shall:
 - (a) ensure that the terms of the Order are complete, accurate and detail all Customer expected Services to the Provider.
 - (b) pay the Provider at the agreed Quotation/Order rates or as adjusted for actual Materials or labour as incurred by the Provider, including the required Materials deposit prior to Materials delivery to Customer Site.
 - (c) co-operate with the Provider in all matters relating to the Services.
 - (d) at their own cost and expense, take all necessary measures to prepare the Site and ensure that the Providers personnel can commence work immediately upon their arrival at the Site and further ensure that work proceeds in an uninterrupted manner. The Provider shall not be responsible for removing any dangerous waste materials such as asbestos if found when conducting the Services. If during the execution of the Services, asbestos is encountered, the Provider reserves the right to withdraw its employees immediately until the site is made safe.
 - (e) ensure the Provider, and its personnel have adequate access to the Site and other facilities as reasonably required by the Provider to undertake the Services.
 - (f) provide the necessary utilities services for Service delivery at no charge to the Provider.
 - (g) where a Customer appointment is made for Providers personnel to attend Site, either for quoted works or unidentified reactive works, it shall be the Customer's responsibility to honour the appointment. If the Customer fails to give 24 hours' notice of the appointment cancellation to the Provider, then they shall incur a one-hour minimum Call Out charge at the standard rate. Payment for missed appointments shall be due by the Customer to the Provider immediately and shall require payment prior to the Provider making a new appointment to attend Customer's Site.
 - (h) at its own expense, obtain all necessary consents for the installation of the works, including any necessary building regulations and planning consents prior to engaging the Provider to deliver the Quotation/Order.
 - (i) if a tenant, ensure that they have their landlord's permission for any Services of any kind to be conducted. The Provider will assume such permission has been granted and

shall have no liability for any loss or damage arising from failure to obtain such permission. Should consent not have been undertaken then the tenant themselves shall be liable for the cost of the Services and the Provider shall seek payment from them directly for immediate payment upon completion.

(j) ensure that domestic pets are restrained or removed from the room within the Customers Site where the Provider is to deliver Services.

(k) ensure that they consult manufacturers documentation prior to Providers attendance to undertake any Customer recommended fixes/maintenance. When the Provider attends Customer Site then this shall be chargeable, and the Customer shall incur a one-hour minimum Call Out charge at the standard rate.

(l) ensure they are respectful and must not threaten or intimidate the Providers personnel at any time.

(m) ensure that they are not under the influence of alcohol or drugs during the provision of Services and whilst the Providers personnel are at the Customers Site.

- 7.2** If the Provider's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation as set out in this Clause 7 (Customer Default) without limiting or affecting any other right or remedy available to it, the Provider shall have the right to suspend or terminate performance of the Services.

8. Payment Terms

- 8.1** The Customer shall pay each invoice submitted by the Provider within 2 business days of the date of receipt of the invoice, in full and in cleared funds to a bank account as detailed on the Provider's invoice. All invoices shall include Tax In the event the Customer is unable to make payment within two days, the Customer is advised to contact the Provider to discuss.
- 8.2** If the Customer fails to make full payment by the due date, then, without prejudice to any other right or remedy available to the Provider, the Provider shall be entitled to:
- (a) cancel the Contract or suspend any further deliveries and/or Services to the Customer; and
 - (b) charge the Customer interest on the amount unpaid daily at the rate of five per cent 5% per annum above base rate of the Bank of England, from time to time, from the end of the payment term (14 business days onwards) until payment in full cleared funds.
- 8.3** All amounts due under the Contract shall be paid in full without any setoff, counterclaim, deduction or withholding (other than any deduction or withholding of Tax as required by law).

9. Service and Materials Guarantees

- 9.1** The warranty for all Materials supplied by the Provider will be covered by the manufacturer's warranty, details will be provided to the Customer and are subject to the manufacturer's terms. The warranty does not apply to existing parts of the Customer's system. The warranty also does not include the cost of the Providers labour to repair any Materials provided within warranty and this is chargeable to the Customer at the standard hourly rate and in 15 -minute increments thereafter for all related Call Outs outside of the 12 months post installation period (unless otherwise stated by the manufacturer).
- 9.2** The Provider offers a 12-month guarantee in respect of faulty workmanship from 12 months of the date of completion of the Services. The Providers guarantee will become null and void if the Service is:
- (a) not paid for in full by the Customer within the payment term period of 2 business days;
 - (b) subject to misuse or negligence by the Customer;

(c) subject to accidental or wilful damage, fair wear, and tear; or
(d) repaired, tampered with, or modified by anyone other than Provider personnel since installation.

- 9.3** The Provider shall not warrant any Customer Materials and if they should be deemed to be faulty prior to installation, the Provider reserves the right to refuse to install the Customer Materials. The Customer shall pay the Provider for the actual labour time incurred. Should the Provider be requested to repair a fault originating from the Customers Materials (at any time post installation whether installed by the Provider or another third party) then the Customer shall be liable to for the Providers labour costs and any Materials supplied by the Provider in its repair. The Customer will need to seek recompense from where they originally purchased the Customer Materials directly, the Provider will not be involved in this process.
- 9.4** The Provider is unable to warranty any Services which have been undertaken on instruction by the Customer against the Providers recommendations.
- 9.5** Following completion of the Services, the Customer is obliged to undertake a visual inspection and report any faults or defects to the Provider within 7 days. The Customer accepts their obligation to allow the Provider personnel access to inspect the Services to identify the cause and/or rectify the fault as appropriate.
- 9.6** Whereby the Provider attends a leak Customer Call Out and effects a repair in the deliverance of Services then the warranty shall be limited to the exact prior source of the leak. For example, if a toilet were leaking and a ball valve replacement undertaken, the warrantee would be for the ball valve only not for any other component part of the toilet, any other subsequent causes of a leak would not be covered, and the Customer would incur the Provider's labour cost at the at the standard hourly rate and in 15-minute increments thereafter plus any/all Materials to affect a repair. The Provider shall provide evidence upon Customer request should the source of the leak not originate from the example ball valve.
- 9.7** The Provider is unable to provide any warranty in respect of the supply, installation and repair of concealed showers and cartridges. The Provider may on Customer request, source new or replacement cartridges as advised by the manufacturer but accepts no responsibility for the part compatibility. All the Provider labour time and Materials expended in relation to concealed showers and cartridges shall be fully chargeable to the Customer.

10. Limitations on liability

- 10.1** Where the Provider is required to connect new Materials to the Customer's existing plumbing or heating system, the Provider shall not accept liability for the cost of repairing or replacing other parts to the Customer's existing system which may subsequently develop a fault or faults.
- 10.2** The Provider will take all reasonable care to conduct the Services. However, it is anticipated that certain areas in the Customer's premises may need redecoration following completion of the Services. The Customer agrees that they shall be responsible for any incidental decoration and the Provider accepts no liability in the cost of repairing the same.
- 10.3** The Provider has obtained insurance cover in respect of its own legal liability for individual claims.
- 10.4** The Provider shall not be liable under this Contract for any loss or damage caused by the Provider or its personnel in circumstances where:
(a) there is no breach of the duty of care owed to the Customer by the Provider or by any of the Providers personnel.
(b) such loss or damage is not a foreseeable result of any such breach; or

(c) any increase in loss or damage resulting from a breach by the Customer of any term of this Contract.

10.5 The Provider's liability shall be limited to:

(a) the repair of making good any defect subject to the exclusions detailed within clauses 9 and 10.

(b) liability for personal injury or death resulting from negligence while performing the Providers duties.

(c) the reasonable costs of repair or reinstatement of damage or any loss to the Customer's Site, should this result from the negligence of the Provider's personnel and the Customer incurs such costs (if agreed in advance between the Provider and Customer).

(d) the Provider will not be responsible or liable for any damage suffered to a part of any Site where the damage in whole or in part is a consequence of a defect or weakness in that part of the property or a pre-existing legacy fault or issue in the Site.

(e) the Provider will not be responsible or liable 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 internal and external walls where pipework is/has been routed and other damages as a result (unless otherwise detailed within the Quotation).

(f) if damage to plaster and brickwork is caused then the Customer shall be responsible to make good. The Provider cannot accept responsibility for any damage to wallpaper, paintwork, tiles, carpet furniture etc. Any silicone work does not carry any warranty (unless otherwise detailed within the Quotation).

(g) it is the Customer's responsibility to protect items of furniture, furnishings, fixtures, and fittings. The Provider will make reasonable effort not to cause damage.

10.6 Nothing in this Contract limits any liability which cannot legally be limited.

10.7 This Clause 10 shall survive termination of the Contract.

11. Termination and/or Suspension of Works

11.1 The Provider shall be entitled to.

(i) cancel the Contract or suspend any further deliveries, works or the Services under the Contract without any liability to the Customer; and

(ii) request immediate payment, negating any previous agreement or arrangement to the contrary if the Materials and/or Services have been delivered or completed and not paid for;

(iii) request that the Customer return all Materials which have not been fully paid for. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract; and

(iv) retain any security given or monies paid by the Customer and apply the said security or monies against the assessed loss and damages, if any, suffered by the Provider, if the Customer is in breach of any of the Conditions within the Contract.

11.2 Termination of the Contract by the Provider shall not discharge the Customer from any existing obligation accrued due on or prior to the date of termination.

11.3 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of Contract which existed at or before the date of termination.

11.4 The Customer shall be entitled to cancel the Contract at any time subject to making immediate payment to the Provider for all Materials and/ or Services that have been delivered and completed if not paid for, up to the date of termination. If the Customer cancels the Contract 48 hours prior to the Provider being due to undertake the Services,

the Customer will be liable for all costs and expenses as set out in the Order (unless specifically agreed and at the discretion of the Provider).

11.5 The Customer shall be entitled to terminate the Plan as set out in Clause 4 of Schedule 1.

11.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

12. Intellectual Property

12.1 All intellectual property rights (including without limitation any registered design, trademark, trade name or copyright) in any drawings or documents created or prepared by the Provider in association with any Order under these Conditions will, always belong to the Provider. The Customer agrees that it acknowledges the Provider's intellectual property rights, and the Customer agrees that it will not infringe any such rights.

13. Legal notices

13.1 Any legal notice required to be given by either Party to the other under these Conditions shall be served by delivery at or sending the same by registered post or recorded delivery or other means in permanent written form to the last known address of the other Party and any receipt issued by the postal authority shall be conclusive evidence of the fact and date of posting of such notices.

14. Data Protection

14.1 The Provider warrants that all information provided by the Customer and held by the Provider shall be treated in accordance with the Data Protection Act 2018 and the General Data Protection Regulation((EU) 2016/679). The Contract and these Conditions will be construed in accordance with the laws of England and Wales.

15. Force Majeure

15.1 Neither Party shall be in breach of Contract nor liable for delay in performing, or failure to perform any of its obligations under the Contract if such delay or failure results from a Force Majeure Event which is beyond its control.

16. Entire Agreement

16.1 The Contract constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

16.2 Each Party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement that is not set out in the Contract. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

17. Severance

17.1 If any provision or part -provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part -provision of this Contract is deleted under this Clause 17, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

18. Third Party Rights

- 18.1** Unless it expressly states otherwise, the Contract does not give any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

19. Governing Law

- 19.1** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

20. Jurisdiction

- 20.1** Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

SCHEDULE 1: CAMBRIDGESHIRE PRIORITY 24/7 PLAN

1. Overview

- 1.1** Under the Plan, the Provider will provide an annual boiler/Air Source Heat Pump (ASHP) service and out of Business Hours emergency services to the Customer.
- 1.2** Under the Plan, the Customer is entitled to a first Call Out and second Call Out during Business Hours. Any additional time spent by the Provider will incur additional charges as set out in Clause 3 of Schedule 1. Out of Business Hours Call Outs are not included in the Plan, however, if the Customer is still entitled to a first or second Call Out then any out of Business Hours Call Out will have £ 126.50 (plus VAT) deducted.
- 1.3** The Providers will prioritise their most vulnerable Customers during periods of peak demand (October to February).
- 1.4** The Provider will aim to respond to all Call Outs under the Plan within 48 hours and 12 hours for emergency call requests.

2. Payment Terms

- 2.1** Customers can pay for the Plan monthly or yearly.
- 2.2** Customers paying for the Plan annually will receive a 5% discount which will automatically be deducted from the Plan cost at point of payment.

3. Additional Charges

- 3.1** Additional charges will be incurred by the Customer if a repair (during the first Call Out and second Call Out as set out in, Clause 2 of Schedule 1) takes longer than one hour to repair during Business Hours. Each subsequent 15 minutes will incur an additional charge of £25.75 plus VAT and the cost of any Materials required.
- 3.2** A third Call Out within the Plan will incur a cost of £175.00 plus VAT for the first hour and £25.75 plus VAT for each subsequent 15 minutes.
- 3.3** Out of hours (including public holidays and weekends) will incur an additional charge of £253.00 plus VAT per hour. Each subsequent 15 minutes will incur an additional charge of £63.25 plus VAT. If the Call Out is the first or second under the Plan, the Provider will deduct £ 126.50 plus VAT (free hour).

4. Termination

- 4.1** The Customer may terminate the Plan on 1 months' written notice to the Provider at
- 4.2** If a Customer is moving home, they must provide 1 months' written notice to the Provider to terminate the Plan prior to the end of the 12-month period. The Provider will deduct the services received at the rates set out in Clause 4.3 of Schedule 1. If a Customer has already received 2 Call Outs and a boiler/ASHP service, they may be a shortfall in the monthly payments received. Any shortfalls will be invoiced to the Customer upon termination and be subject to 14 days payment terms.
- 4.3** The following costs apply to each service task under the Plan;
 - 4.3.1 ASHP Service - £200.00 plus VAT, Boiler Service - £138.00 plus VAT ; and
 - 4.3.2 Call Out Charge (up to 2) - £175.00 plus VAT.
 - 4.3.3 Customers will begin on a new Plan at their new home.
- 4.4** Customers may terminate the Plan within the Cooling Off Period, free of charge by written notice to the Provider at info@waterworxplumber.co.uk. The Provider will return any payments made.