

# Terms & Conditions

1. For the purpose of these terms and conditions the following words shall have the following meanings:

- (a) "The company" shall mean Ecoheat plumbing
- (b) "The Customer" shall mean the person or organisation for which the company agrees to carry out works and/or supply materials.
- (c) "The operative" shall mean the representative appointed by the company.

2. The company reserves the right to refuse to undertake or decline work at its own discretion.

3. Where the company agrees to carry out works for the customer then such works shall be carried out by the operative who shall be selected by the company in its absolute discretion.

4. Jobs on hourly rate. The total charge to the customer shall consist of the cost of materials supplied by the company (to include a nominal trade % on the purchase price of such materials not exceeding 20%) to the customer and the amount of time spent by the operative in carrying out the works for the customer (to include all reasonable time spent in obtaining materials not carried for the customer) charged in accordance with the company's current hourly rate.

## Domestic plumbing / gas engineers

£70 per hour. 8am to 6pm Monday to Friday .

£90 per hour. 6pm to 12am & 7am to 8am Monday to Friday .

£120 per hour. 12am to 7am Monday to Friday .

£120 per hour. 8am to 5pm Saturday .

£150 per hour. 5pm to 8am Saturday .

£150 per hour. 8am to 8pm Sunday .

£170 per hour. 8pm to 8am Sunday .

Bank Holidays charged at Sunday rates.

## Commercial gas engineers

£140 per hour. 8am to 6pm Monday to Friday .

£210 per hour. 8am to 6pm Saturday .

£250 per hour. All other times

5. The company shall not be under any obligation to provide an estimate to the customer and shall only be bound (subject as hereinafter) by estimates given in writing to the customer and signed by a duly authorised representative of the company. The company shall not be bound by any estimates given orally.

6. Invoices are due for payment immediately on delivery to the customer. Invoices which remain unpaid (whether wholly or in part) shall carry interest at the rate of 20% above the base rate for full value of the invoice to be recalculated on a monthly basis and will incur the cost of any charges resulting from debt collection from time the invoice was issued to time payment in full is received by the company's bankers.

(a) In the absence of prior written agreement to the contrary, payment of our charges is required on receipt of our invoice. Failure to make payment within 28 days of the due date may result in a late payment charge of £350 and the matter being referred to our debt collection agents whose charges will be added to and payable with the invoice debt.

7. Where the date and/or time for works to be carried out is agreed by the company with the customer, then the company shall use its best endeavours to ensure that the operative shall attend on the date and at the time agreed. However the company accepts no liability in respect of the non attendance or late attendance on site of the operative or for the late delivery or non delivery of materials.

8. Where a written estimate has been supplied to the customer the total charge to the customer referred to in the estimate may be revised in the following circumstances:

(a) If after submission of the estimate the customer instructs the company (orally or in writing) to carry out additional works not referred to in the estimate

(b) If after submission of the estimate there is an increase in the cost of materials

(c) If after submission of the estimate it is discovered that further works need to be carried out which were not anticipated when the estimate was prepared

9. The customer shall incur personal liability to discharge the company's account unless he discloses to the company at the time he instructs the company to carry out the work and/or supply materials that he is acting on behalf of a third party (including but not limited to a limited company or partnership) and (when the customer has received a written estimate) the name of the third party appears on the written estimate.

10. If the customer shall cancel his instructions prior to any work being carried out or materials supplied then the customer shall be liable to pay the company for any time spent or materials purchased by the company together with the profit that would have been made by the company had the work been carried out and/or materials supplied in accordance with such instructions.

11. If, after the company shall have carried out the works the customer is not satisfied with the works then the customer shall give notice in writing to the company within 12 months and shall afford the company the opportunity of inspecting such works and where appropriate shall afford the company the opportunity of carrying out any necessary remedial works. The customer accepts that if he fails to notify the company as aforesaid then the company

shall not be liable in respect of any defects in the works carried out. The customer agrees to allow the company's insurers to inspect any work carried out by the company to the customer.

12. The guarantee shall be for labour only in respect of faulty workmanship and for 12 months from the date of completion with the manufacturers warranty in force.

The guarantee will become null and void if the work/materials completed/supplied by the company is: (a) Subject to misuse or negligence.

(b) Repaired, modified or tampered with by anyone other than a company operative.

13. The company will not guarantee any work in respect of blockages in waste and drainage systems etc.

The company will not guarantee any work undertaken on instruction from the customer and against the written or verbal advice of the operative.

Work will only carry a guarantee where all work has been completed as add advised by the company and payment in full has been made.

The company shall not be held responsible for any damage or defect resulting from work not fully guaranteed or where further work has been advised of but not yet carried out.

The customer shall be solely liable for any situation in respect of Gas Safe Register regulations or gas warning notices.

14. Where the company agrees to carry out work on installations of inferior quality or over ten years old at that date no warranty is given in respect of such work and the company accepts no liability in respect of the effectiveness of such work or otherwise.

15. The company shall be entitled to fully recover costs or damages from any operative/contractor whose negligence or faulty workmanship results in the company being made liable for those damages or rectification of the work.

16. 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 of the company and by the customer. Further these terms and conditions shall prevail over any terms and conditions used by the customer or contained or set out or referred to in any documentation sent by the customer to the company: by entering into a contract with the company the customer agrees irrevocably to waive the application of any such terms and conditions.

17. Title to any goods supplied by the company to the customer shall not pass to the customer but shall be retained by the company until payment in full for such goods has been made by the customer to the company:

Until such time as title in the goods has passed to the customer:

- (a) The company shall have absolute authority to retake, sell or otherwise deal with or dispose of all or any part of such goods in which title remains vested in the company.
- (b) For the purpose specified in (a) above the company or any of its agents or authorised representatives shall be entitled at any time and without notice to enter upon any premises in which goods or any part thereof is installed, stored or kept or is reasonably believed so to be.
- (c) The company shall be entitled to seek a court injunction to prevent the customer from selling, transferring or otherwise disposing of such goods.

Notwithstanding the foregoing, risk in such goods shall pass on delivery of the same to the customer and until such time as title in such goods has passed to the customer, the customer shall insure such goods to their replacement value and the customer shall forthwith, upon request provide the company with a certificate or other evidence of such insurance.

18. The company shall not be liable for any delay or for the consequences of any delay in performing any of its obligations if such delay is due to any cause whatsoever beyond its reasonable control and the company shall be entitled to a reasonable extension of the time for performing such obligations.

19. The company shall not be liable for any water damage or damage to the heating system caused by power flushing an old heating system once reasonable care has been taken in performing its obligations. All power flushing is at the customer's own liability.

20. The company shall only be liable for rectifying works completed by the company and shall not be held responsible for ensuing damage or claims resulting from this or any other work overlooked or subsequently requested and not undertaken at that time.

21. Please note that ecoheat plumbing will not be held responsible for:

- (a) Any leaks or damage caused by leaks on the customers' existing pipe work caused by converting and gravity or pumped system to a mains system or refilling and mains system.
- (b) Any damage to furniture that we have to move out of the way in order to carry out works. (please remove this before we start).

(c) Any damage to electrical goods that we have to move out of the way in order to carry out works. (Please remove this before we start.)

(d) Any part of an existing system which shows a problem with working after the new works are carried out. (Any new problems that may show up after any heating works are carried out will be charged at an agreed set price before works are carried out).

(e) Please note that payment for the new works still needs to be paid in full before any new faulty works are rectified.

22. Ecoheat plumber puts dust-sheets down wherever possible but will not be held responsible for any staining on carpets Lino or wood flooring due to excess spillage from removing an old boiler or heating parts. (All carpets must be removed in all areas that we work in order to avoid this if a customer is concerned about staining. The carpets must be removed by the customer before works are carried out). It is the responsibility of the customer to remove and replace any floorboards that need to be moved in order to carry out work. Ecoheat plumbing Ltd will remove any wooden floorboards in order to carry out our works but we accept no responsibility for any damage caused to floorboards that we have had to remove.

23. Ecoheat plumbing will not be held responsible for any existing valves, pumps and taps etc. that stop working after new works are installed. Although we will offer to rectify any new plumbing or heating problems that may arise due to new installation or maintenance works carried out. This will be at an agreed fixed price.

24. Any plumbing connection joined or made onto existing lead pipe work are not guaranteed in any form until it is such that the lead pipe is completely replaced with copper or plastic pipe work. Where it has been necessary to turn off an existing stopcock to carry out plumbing repairs or works, Ecoheat plumbing Ltd will not guarantee that existing stopcock, if for any reason it should leak or let water by.

These terms and conditions and all contracts awarded between the company and the customer shall be governed and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English law.