

Terms and Conditions

DEFINITIONS:

1. For the purpose of these terms and conditions, the following meanings shall apply: "Us/We/Our" shall mean Neil Rhucroft Heating Services Ltd. "You" shall mean you: the customer (the person or organisation for whom we agree to carry out works and/or supply materials). "Our representative" shall mean any person we send, instruct or employ to carry out work on behalf of us.

YOUR RESPONSIBILITIES:

2. By entering into a contract with Us you agree to be bound by these terms and conditions
3. You personally will be deemed to be our customer unless it is made clear to us who the customer is and we have confirmation that you have the right to instruct us on their behalf.
4. You must arrange for and allow us the necessary access to carry out the work.
5. You must obtain all necessary permission, from any landlord or local authority prior to starting the work. Any delay in gaining access upon arrival will be charged at our normal rates. (Minimum 1hr charge).
6. An electricity supply (220/240v) is often needed. The customer is to provide this supply and also a suitable standard outlet reasonably near to the work. The supply will be of no cost to us.
7. You are responsible for the protection of any furniture, furnishings, fixings, fixtures and fittings within the areas of work whilst work is taking place. Whilst we make all reasonable efforts not to cause any damage, it is suggested that you remove any such items where possible from the area of work.
8. Unless otherwise stated within the contract description, You are responsible for the making good of any floors, walls, surfaces through which we have to gain access in order to carry out our works.

TIME KEEPING:

9. We will make every effort to attend each job during the time slot on the date agreed with you. However, we cannot accept any liability for arriving late due to circumstances which are outside of our control.

MATERIALS:

10. Materials supplied by Us will be covered for the full duration of any applicable manufacturer's warranty.
11. Where we carry out works for You using materials which You have supplied We can take no responsibility for the quality, fitness for purpose or otherwise of these materials and therefore cannot accept responsibility for them or provide a guarantee for them.
12. Collection of materials. We try to minimise the need for the collection of materials by carrying everyday stock items where possible. Time required to collect materials is charged at our normal hourly

rates. If we do need to collect materials we will always try to keep the time to a minimum.

13. Materials supplied by us will be provided with an Invoice from Us, supplier invoices will be not submitted to You under any circumstances. Any requests for this will be declined.

14. If You instruct us to buy materials and then cancel, We reserve the right to charge You for the cost of any time and materials/re-stocking charges incurred by Us. Charges will be those of Our normal terms and conditions.

15. In the event where materials supplied by You are found to be faulty or not fit for purpose we reserve the right to charge for Our time (at our normal hourly rates) for any additional time spent working on, removing, repairing or sourcing and fitting replacement materials.

16. If materials supplied by You are not on site at the necessary time, which has been instructed, We reserve the right to charge for Our time (at Our normal hourly rates) for any delays incurred.

17. If upon arrival we identify your problem and it is apparent that parts are needed to continue work which cannot be collected on that day, our time for attendance will be chargeable at 1 hour minimum.

18. Materials supplied to You by Us must be signed off upon delivery.

19. Title To Goods. Materials supplied and delivered by Us to You, or your premises shall remain our property until paid for by You in full. Whilst materials remain Our property (we continue to have title over them) we have the absolute authority to retake, sell or otherwise dispose of all or any part of these materials. At any time and without notice we shall also be entitled to enter any premises in which our materials, or any part of them, are installed, stored or kept or it is reasonably believed to be so. We shall be entitled to seek a court injunction to prevent you from selling, transferring or otherwise disposing of such materials.

POWERFLUSHING:

20. Powerflushing to remove debris from a central heating system can, on rare occasions, expose previously undetectable faults, weak points or breaches. We cannot be held responsible for any such pre-existing conditions which might be revealed, or for any resulting damage which might occur.

PRICING:

21. Our hourly rates are available on request and may differ by service

22. There is a minimum charge of 1 hour (at the 1st Hour Rate) on all jobs plus parts, thereafter work is charged per half hour (minimum).

23. Estimates are provided for work as a guide only and are subject to change.

EXTRAS:

24. Where additional works (those which fall outside of the original contract/quotation) are requested or required by You, these works will be charged for at either an agreed hourly rate or fixed price at our discretion.

25. Where additional works are being charged at a fixed price, this price will be agreed with You prior to the commencement of the works.

26. Where additional works are being charged at an agreed hourly rate, this hourly rate will be charged per engineer hour on site.

27. Where additional works are being charged at an agreed hourly rate, the total invoice will consist of the total number of chargeable hours plus materials

28. Confirmation of Your agreement to additional works will be received prior to the commencement of work.

PAYMENT:

29. We reserve the right to claim interest, compensation and reasonable costs under the Late Payment of Commercial Debts (Interest) Act 1998 and it is agreed that the term implied by that Act shall apply after any judgment as well as before. Any reference to the Late Payment of Commercial Debts (Interest) Act 1998 is also a reference to any amendment, modification or re-enactment of it. If for any reason the Late Payment of Commercial Debts (Interest) Act 1998 does not apply interest shall be payable on overdue amounts at 8% over the Bank of England Base Rate from time to time. If Neil Rhucroft Heating Services Ltd instructs a debt recovery service/ solicitor/court to recover the outstanding debt the debtor will be held responsible for these costs.

Invoices are payable within 3 working days of completion of the job, unless agreed with Neil Rhucroft Heating Services Ltd.

30. Guarantee. We provide a 12 month guarantee on all new boiler installations and a 1 month guarantee on all repairs where parts have been changed/replaced.

31. Where total or partial payment remains outstanding no guarantee for works undertaken applies, guarantees only come into place upon receipt of full and final payment in cleared funds.

32. If you are not satisfied with our work or believe you are entitled to a refund, you must contact us, in writing to our registered address, within the guarantee period and let us come and inspect the work and carry out the necessary remedial work at our expense. You agree that if you do not contact us within the guarantee period we shall have no liability. You agree to let our insurers inspect any works carried out by us.

33. Where it has been determined by Us that work which we have completed needs to be rectified, remedial works must only be carried out by Us. We will not accept responsibility for any payments due to third parties for the remedial works where our entitlement to carry out the works has been refused.

34. Things we cannot cover. We are unable to guarantee our work, parts and equipment supplied to you: if they are misused, treated negligently or if our work is repaired, modified, or tampered with by anyone other than us.

35. We cannot guarantee (because of its nature) any work to unblock waste or drainage pipes. Nor can we guarantee further damage or defects caused by work that is not fully guaranteed or where recommended further work has not been carried out.

36. Our guarantees only cover the work which has been directly carried out by Us.

37. We will only be liable for rectifying our own work and shall not be held responsible for any ensuing damage or claims resulting from this or other work overlooked or subsequently requested and undertaken at that time.

38. We shall not be held liable for any delay or consequences of any delay in performing our obligations if such a delay is due to any cause beyond our reasonable control and we shall be entitled to reasonable time extensions.

39. We shall be entitled to recover the costs or damages from any person or contractor whose negligence or faulty workmanship makes us liable to pay for those damages or rectification of work.

40. We reserve the right to refuse or decline to undertake any work.
41. We reserve the right, at our absolute discretion, to choose who will represent us.
42. 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 Our duly authorised representative and You. Our terms and conditions shall prevail over any terms and conditions used by You or contained, set out or referred to in any documentation sent to Us by You. By entering into a contract with Us you agree irrevocably to waive the application of any of these terms and conditions.
43. The waiver of Us of any breach or default of these Terms shall not be construed as a continued waiver of that breach nor as a waiver of any subsequent breach of the same or any other provision.
44. If any clause or sub-clause of these Terms is held by a competent authority to be invalid or unenforceable the validity of the other clauses and sub-clauses of these Terms shall not be affected and they shall remain in full force and effect.
45. 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.

ACCEPTANCE:

46. By accepting a quotation or estimate for work to be carried out or instructing us to proceed with works, you agree to and accept these Terms & Conditions of Business.

Agreement to Terms and Conditions

Signed: _____

Name: _____

Date: _____