

# Trust Heating Services Ltd

## Terms & Conditions

In these terms and conditions (which are referred to in this document as “these terms”), the “Customer” or “Client” means the person or company for whom the works are to be carried out by Trust Heating Services Ltd, and the “Company” means Trust Heating Services Ltd or, wherever the case may be, a franchisee, sub-contractor or representative of the company carrying out business pursuant to a Franchise/Subcontract Agreement entered into with the company.

“Contract” means the agreement between the Customer and the company to carry out the works of which these terms form a part. “Works” means the works described in the company estimate or quotation any other document or email issued by the company, as may be varied by agreement in writing between the parties.

For the purposes of these terms, “in writing” includes by email and any document which is set out in a hand held device and any signature on a hand held screen shall be treated as in writing.

1. Whilst all reasonable care will be taken during the execution of the works, no responsibility can be accepted for any faults or failures that may occur to existing pipework, fittings, equipment, etc. due to disturbance caused by the proposed works.
2. Quotations (unless otherwise specified) are based on a non-intrusive survey of the property, as such, it is assumed that any existing systems that we connect to are in good condition and in full working order. Should we find, during the course of our work, any fault with the existing systems we reserve the right to make a charge correcting same. Should the client fail to mention any relevant facts relating to the existing installation we reserve the right to make a charge for correcting same.
3. Dismantling, clearing and re-instatement of any fitted cupboards, etc. to permit the proposed works to proceed will be charged at extra cost unless specified.
4. If, during the execution of the proposed works it is necessary to gain access into floors below fitted carpets, these will be lifted by us and laid back on completion. No re-stretching or fixing has been allowed for unless specified. For floors covered with thermoplastic tiles, vinyl sheet covering cork tiles or laminate flooring, no allowance has been made for re-instatement unless specified.
5. During the execution of the proposed works, it may be necessary to isolate various water, gas & electrical services. This will be advised in good time (where possible) and the period of isolation will be as short as possible.
6. Whilst any access holes/channels made during the execution of the proposed works will be made good on completion, no allowance has been made for re-instatement of decorations. We do not guarantee to match existing brickwork where boiler flue terminals have been removed.
7. No allowance has been made for casing in of pipework or painting/decorating of the new works.
8. It has been assumed that unrestricted access to all relevant parts of the property will be afforded to us during the course of the works. Any delays caused by restricted access not notified at the time of survey may be subject to an extra charge and/or delay in completion.

9. Where other trades are involved in the works and these trades are not under our control any delays that may be caused to our progress by these trades may be subject to an extra charge and/or delay in completion.

10. Unless specified the works will be carried out in one continuous visit. Extra visits at the request of the Client or caused by circumstances beyond our control will be subject to a surcharge and may affect the completion date.

11. Ownership of any materials supplied, whether fixed or unfixed, shall not pass to the Client until payment in full has been received for said material. We reserve the right to take whatever legal action may be necessary to secure payment for the works carried out and materials supplied either fixed or unfixed.

12. No allowance has been made for out-of-hours working unless specified or to suit our own requirements.

13. All dates or times given for the start of or duration of the works are given in good faith based on the information gained during the survey and our current workload commitments. These times may be varied, however, due to unforeseen circumstances i.e. emergency call-outs, breakdowns, etc. or to circumstances beyond our control. No liability will be accepted if it is not possible to meet Client's timescales.

14. The works described in the quotation will be guaranteed for a period of twelve months from the date of completion against faulty design and workmanship. The materials supplied will be subject to the suppliers/manufacturers guarantees. The Client's Statutory Right in law are not affected by this guarantee. This guarantee does not extend to existing installed equipment, pipework or fittings.

15. Whilst certain items may be specified by name or model, we reserve the option to supply goods of a different manufacture providing they shall be suitable for the purpose intended.

16. Any items or materials supplied by the Client or others for our fixing will be unpacked and inspected in the presence of the Client. Any faults found will be pointed out to the Client, whose responsibility it will be to obtain replacement items. Any delays caused by the faulty or damaged items may be chargeable, may result in us withdrawing from site and may affect the completion date of the works.

17. Any additional works that the Client requires to be carried out whilst the specified works are being executed will be charged at extra cost. An indication of such cost will be given and the Client's agreement to same will be obtained before the additional works proceed.

18. This quotation is open for acceptance for a period of 30 days providing the works can be commenced within 90 days both periods from the date of quotation and thereafter may be subject to revision or withdrawal.

19. Terms of payment are given on the quotation or invoice for these works and it is a condition of acceptance that these be adhered to. We reserve the right to charge interest at the rate of 5% above Bank of England's current base rate per month on overdue accounts.

20. The price specified in this quotation does not include for the removal of any dangerous waste materials such as asbestos found when carrying out the works. This will be subject to an extra charge.

21. Prior to the commencement of work involving some gas appliances, the existing gas supply will be subject to a tightness test to check for compliance with the Gas Safety

Regulations. Any faults found will be advised to the Client and any rectification works required would be subject to additional charges.

22. Should the works include a power flush of the existing heating system, it must be pointed out that, whilst the treatment is generally harmless, depending on the condition of the existing components the process may find weaknesses in the system. Should any such problems be encountered then any rectification works require would be charged at extra cost. Damaged caused by failure of existing components or fittings will not be covered.

23. Should the works include a new combination heating boiler unit connected to an existing heating system the Client should be aware that the higher pressures used by this type of boiler may find weaknesses in the existing system. Any repairs required in this respect are not included in this quotation. Damaged caused by failure of existing components or fittings will not be covered.

24. This quotation does not include for any parking fees levied in Controlled Parking Zones (CPZ's). Any such fees incurred will be passed onto the Client at cost.

25. It is the responsibility of the Client to ensure that all children and pets are kept away from the areas in which we are working.

26. If the proposed works are being carried out in a leasehold property it is the sole responsibility of the Client to ensure that all necessary permissions have been obtained in writing from the landlords/managing agents. We accept no responsibility whatsoever for any works carried out without the necessary permissions. We can furnish details of the proposed works if required at possible additional cost.

27. Payment is due within 7 days of completion of the quoted works, the Company reserves the right to apply a late payment fee or charge interest to invoices which are not paid within this specified timeframe. This would be charged at 5% above the Bank of England base rate.

28. The Company charges a diagnosis fee for all breakdown and repair visits, this fee covers the Client for the first hour of fault finding and doesn't include parts. If the issue can be resolved within the hour with no parts fitted then this is all the Client would pay. Once the issue has been diagnosed, if parts are required then a quotation would be provided for the repair. Regardless of agreement to this further quotation, the diagnosis fee would still be payable.

29. For work totalling a value of over £1000 then the Company will require a deposit of 50% prior to any appointment being booked and materials being ordered. Should the Client cancel the agreed work then any costs incurred in returning materials to suppliers would be taken from this deposit and the remainder paid back to the Client.

30. By accepting a quotation you agree that where work will commence within the seven day cancellation period and you subsequently cancel in accordance with your rights, then reasonable payment may be due for any work already carried out, including labour at the applicable rate.

31. Acceptance of the quotation confirms acceptance of these conditions.