

Standard terms and conditions of business.

- 1) These Terms apply to all services that you instruct us to provide and cannot be varied or amended except in writing and signed by both parties.
- 2) Client (referred to throughout as 'you') means the person, company, firm or other legal entity named in our quotation.
- 3) RJ Heat Plumbing & Heating Limited (referred to as 'us' or 'we') means any of its staff, Directors or premises owned or controlled by RJ Heat Plumbing & Heating Limited.
- 4) Your quotation forms an Agreement which becomes binding on the date of acceptance or on the date the work is commenced (with the client's approval), whichever is earlier.
- 5) Where these Terms of Business relate to more than one person, the liability is joint and several. Invoices are payable by you, regardless of any arrangement you may have with any third party.
- 6) Where you are a Limited Liability Company, we may require Director(s)/Controlling Shareholder(s) to guarantee your liabilities to us or provide a suitable security for payment. We reserve the right to suspend all work until satisfactory guarantees are provided.
- 7) Where you do not have authority to instruct work (such as a tenant) you should notify us immediately. Where authority is not given which results in any dispute of our fees/invoice you will be invoiced for the works and any losses incurred.
- 8) We shall confirm that email correspondence from you is authority that you agree to such communications.
- 9) If you do wish to communicate with us by e-mail, by accepting these Terms you confirm that you understand the risks of doing so and you authorise us to act upon electronic instructions which have been transmitted (or appear to have been transmitted) by you.
- 10) We reserve the right to charge mileage at 45pence per mile on matters not within the contracted agreement.

Fees

- 11) Quotations are valid for a period of 28 days unless stated otherwise.
- 12) A 50% deposit is due 7 days prior to commencement of works, but we reserve the right to use our discretion in regards to this matter.
- 13) Invoices are due for payment on receipt of the invoice. Payment may be made either by cheque or by bank transfer (BACS). Our bank details are printed on your quotation/invoice.
- 14) Unless otherwise agreed in writing, we reserve the right to charge interest on overdue invoices at a rate of 8.0% over the Bank of England base rate from the date the invoice became overdue until payment is made and the account settled.
- 15) If we are required to issue proceedings to recover any fees or disbursements and we are successful in such proceedings, you agree that you will pay our legal/advisory costs of such proceedings even if the amount claimed is suitable for the small claims track.
- 16) In the event of a dispute we are willing to consider Mediation or Arbitration. The cost of the proceedings, disbursements, facilities and fees to be split between the parties. However, subject to the applicable Arbitration legislation, the Arbitrator may determine who shall be responsible for the costs of the Arbitration and shall set out that determination in any Award.

Contracted work

- 17) All works are quoted and priced on the basis of free access and unrestricted working during our normal working hours unless otherwise agreed, which are Monday-Friday 8.00am-5.00pm.
- 18) Both parties agree as much as is practicable that working methods will provide the minimum disruption as possible but will ensure that work can be carried out efficiently and in a workmanlike manner by the contractor(s).
- 19) Included within our service we will advise you on the best means of installing your appliance. At times this does have an additional cost. For example, on boiler installations it is recommended that a system filter be installed. This may not be a requirement, but is strongly advised in order to extend the life of the boiler and, in any circumstances, extend the products guarantee/warranty period.
- 20) Upon installation of the appliance we will advise you on registering any guarantee/warranty (should it be required) and the means of adhering to the guarantee/warranty requirements e.g. yearly servicing.
- 21) Contract duration can be confirmed with our office upon request.
- 22) If progress of the contracted works is materially affected by an act or omission of the client or any person for whom the client is responsible/answerable to or for then any loss or expense will be assessed and added to the contracted sum.

System Conversions

- 23) When converting systems from gravity to mains pressure (by installation of an unvented cylinder or combination boiler), although unlikely, can cause leakages on existing pipework or appliances as a result of the pressure increase on the existing pipework in the system. We cannot be held responsible for this and any damage caused. Should a leak occur on the system pipework or an appliance fail e.g. a toilet float valve passing - we will assist in the repair however this may be an additional cost to the works are quoted for.
- 24) When converting systems from gravity pressure to mains pressure we will measure your incoming flow rates, static and dynamic pressure. Based on these results we will consult with you whether it is suitable to install a high-pressure system. In some cases the results of these tests are close to the limits as to whether a new system will be effective in your home. In this instance we will advise you of the best option to take. Often installation of mains booster pumps or accumulator tanks will overcome the low incoming water pressure, however these will be at an additional cost and will be discussed with you. In all instances the customer will hold responsibility for any final decision made.

Power Flushing

- 25) Power flushing a central heating system is an excellent way of cleaning the radiators and pipework in your system. This is done by the addition of chemicals that will circulate around your system and breakdown the build-up of iron oxide inside your system. Excessive build-up can severely limit the flow of water in your system and reduce the efficiency of your radiators. In severe cases can cause them to cease working altogether.
- 26) As part of the boiler installation process it is required that systems are flushed when the boiler is installed. This will be included in our quotation and will be dependent on the size of your home and/or the number of radiators.
- 27) Whilst power flushing it is an excellent way to clean the system, in some instances how flashing is a good starting point determine whether parts of the system require replacing. We reserve the right to invoice for the full amount quoted and cannot be held responsible if this does not rectify issues on the system.
- 28) Please be aware that on all system installations we will flush or heating system including the pipework and fittings with a magnetic flushing machine which will attract iron oxide and other particles that form sludge. We cannot and do not guarantee the all sludge and debris will be removed from the system and we cannot guarantee increased performance.

Additional work

- 29) Our quotes are produced with as much detail as possible to avoid any misunderstandings. If we have omitted something that you would like included, please let us know and we will revise the quotation accordingly.
- 30) If we are required to undertake additional work outside the agreed scope of the services agreed in your quote additional charges will be agreed by the parties either verbally or by written agreement and charged at the agreed rate.
- 31) Some older central heating systems and domestic water systems and properties may contain asbestos. We do not carry out the removal of asbestos this is the responsibility of the homeowner. Please note that asbestos is a hazardous product and should be removed and disposed of carefully and often by a professional.
- 32) All rubbish and waste will be removed from the site upon completion and full payment. Depending on the size of the job sometimes will remove the waste or alternatively a skip will be hired. This will be itemised within the quotation.
- 33) Please note that all scrap copper/metal/fittings removed from the premises will become the property of RJ Heat Plumbing & Heating Limited. This is factored into the price to include the charges applied of disposing of waste created for the work carried out. Should you wish to keep the redundant scrap metal only; an additional cost of £70.00 will be added to the quoted amount to remove the remaining rubbish.
- 34) Please ensure that any house pets are securely locked away and safe. Throughout the day we may be moving throughout the house to collect tools from the van and therefore cannot always leave the front door closed.
- 35) Children under the age of 16 should be supervised at all times and kept away from work areas. Powerful machinery may be on site. We do not accept responsibility for any injury caused by lack of supervision.
- 36) We do not carry out decorative repairs e.g. painting and filling. However, we will make good repairs where possible. We do work with the number of skilled trades and will happily refer to you in order to obtain quotes should you require this.
- 37) Where it is necessary to lift carpets, we will refit them but we cannot guarantee that they will fit as they did before. In addition to this we are not responsible for any laminate, solid wood, or tiled floor coverings.
- 38) Where work has been confirmed within airing cupboard/boiler/kitchen cupboards or rooms with large furniture such as wardrobes etc please ensure that all items of clothing/towels/personal belongings have been removed from the working area.

- 39) If work has been confined within the loft space of your property if you should ensure that there is a working light and no wasps nests are present. If a wasp nest is discovered please ensure it is terminated prior to arrival. Should a nest be discovered during installation it may be necessary for work to stop until it is deemed terminated.
- 40) Upon initial visit your property will do our best to identify the best means of repairing or replacing a faulty component, but we can always guarantee a long-term fix. Sometimes they may do more than one solution to a fault and the cost of resolving sometimes significantly differ. We will advise you of the pros and cons and help you make an informed decision. However, the customer will hold final responsibility for the final decision.

Termination & Abortive fees

- 41) The Agreement can be terminated by either party by giving two weeks written notice.
- 42) In the event of the Agreement being terminated prior to completion of a project, the remuneration inclusive of all disbursements and liabilities incurred for the purposes of the Agreement, up to and including the date of termination shall be invoiced to the client and payment shall be due within 7 days from the date of the final invoice and we reserve the right to retain materials, paperwork/documents whilst there are still funds outstanding.
- 43) The 50% deposit is non-refundable but we reserve the right to use our discretion in relation to this, subject to the reasons for terminating the contract.
- 44) We may decide to stop our service to you as a result of circumstances out of our control such as (but not limited to) unpaid fees, conflict of interest, impossibility of performance, acts of nature, providing incorrect information which we have relied on, material breach of your obligations to us. We will give you reasonable notice that we intend to cease working for you. Should this occur then you are liable for our charges and expenses up to the point of us notifying you of our intentions.

VAT

- 45) The fees disbursements and expenses referred to in these Terms and in signed correspondence are all subject to the addition of VAT where applicable (and any other taxes whether UK or overseas which may arise). All fees will state VAT amounts, which is currently 20%.

Guarantees

- 46) We pride ourselves on the work we undertake and the quality of workmanship on every job. This is why we provide a 12 month guarantee on works from the date of completion or the date of invoice, whichever is first.
- 47) Workmanship is defined as labour and preparation of pipework, fittings and installation of your product e.g. hanging a radiator, running the pipework to it and the connections between the radiator valves and the pipework.
- 48) If you experience any problems with our installation, such as a leak or faulty part them will be more than happy to honour our 12mth guarantee (if there is a fault on our part). However, at times we do take annual leave and are unavailable at very short notice. We will do our best to advise you that the and the best way to rectify the issue temporarily until we can get to you. We ask the whilst it may be frustrating if there is a problem or damage has occurred, we appreciate your patience and would like the opportunity to rectify the issue and do our utmost to do so and in a quick and convenient time frame.
- 49) We do our best to provide the best quality parts and cover them in our 12mth guarantee of workmanship. In some cases manufacturers' have an extended guarantee. In this instance should products fall outside of the first 12mth guarantee it is the customer's responsibility to contact the manufacturer and source replacement parts.
- 50) We will not guarantee any products or materials that are not supplied by ourselves. Any damage caused to property by subsequent failure of a part/component not supplied by us, on a plumbing and/or heating installation will remain the responsibility of the customer. If we are required to reinstall a replacement part not initially supplied by ourselves, further payment will be required. If a component fails due to incorrect installation by RJ Heat Plumbing & Heating Limited, we will review the matter with our customer.

Our property

- 51) In relation to any written quotation or advice prepared by us you agree that neither the whole nor any part of our advice or confidential information may be included in any published document, circular or statement or published in any way without our written approval prior to publication. Copyright in any documents or other material provided to you by us shall remain our property at all times.

Data protection

- 52) We will not disclose to any third party any personal data without your express authority to do so unless requested in accordance by agencies or for regulatory purposes.

Rights of Third Parties

- 53) The contracts (Rights of Third Parties) Act 1999 will not apply to these Terms of Business unless stated otherwise.

Consumer Contracts Regulations 2013

- 54) The Consumer Contracts Regulations 2013 will apply. This means you have the right to cancel your instructions to us within 14 days of contracting. You can cancel your instructions by notifying us in writing. If the client requests work to start prior to this period and then proceeds to cancel, you may be charged for the work carried out up to the point of your cancellation instructions which may include but is not exhaustive to materials ordered in preparation for the contracted works. Please note that urgent repairs or maintenance are exempt from these regulations.

Professional Insurances

- 55) We hold Public Liability Insurance and Employers Liability Insurance; a copy these documents are available on request.

Complaints procedure

- 56) If for any reason you are dissatisfied with the service provided, you should first of all refer it to Mr R Pownall at 30 Scobell Close, Shinfield, Reading RG2 9HH who will investigate and take appropriate action.
57) A full copy of our Complaints Procedure is available on request.

Limitation of liability

- 58) You agree not to bring any claim for any losses against any member, officer, director, employee or consultant of RJ Heat plumbing & Heating Limited. You hereby agree that a staff member of RJ Heat Plumbing & Heating Ltd does not have a personal duty of care to you and any claim for losses must be brought against the company – 'RJ Heat Plumbing & Heating Ltd'. It is agreed that any individual of RJ Heat Plumbing & Heating Ltd may enforce this clause under the Contracts (Rights of Third Parties) Act 1999 but that these terms may be varied at any time without the need for them to consent.
- 59) We will not be liable in respect of any services outside the scope of our quote where it has been agreed to be performed by us. We will not be liable for any third party or in respect of any consequential losses or loss of profits.
- 60) Where any loss is suffered by you for which we and any other person are jointly and severally liable to you the loss recoverable by you from us shall be limited so as to be in proportion to our relative contribution to the overall fault.
- 61) The exclusions and limitations in this paragraph will not exclude or limit any liability for fraud or dishonesty or for liabilities which cannot lawfully be limited or excluded.
- 62) Where the quote is addressed to more than one client, the above limit of liability applies to the aggregate of all claims by all such clients and not separately to each client.
- 63) Whilst we endeavour to take care in our working practice the responsibility is on the client to move/clear all personal items from the room prior to work commencing as we accept no responsibility for damage caused to such items.

Indemnities

- 64) You agree to indemnify us against all costs, claims, charges and expenses which we shall incur by reason of (but not limited to):
- (a) Use of any of our documentation for purposes other than those agreed by us.
 - (b) Misrepresentation by you or with your authority to third parties of advice given by us.
 - (c) Misrepresentation to third parties of the extent of our involvement in any particular project.
- 65) You undertake to indemnify us against all costs, claims, charges and expenses of whatever nature which may arise as a result of any such information proving to be inaccurate (whether wholly or in part) or incomplete.

Closing your file:

- 66) After completion of your matter and payment of our invoice, your file will be closed and stored in archive.
67) Unless you instructed otherwise, we shall archive your file for 6yrs, after which you agree that we may destroy papers or documents.

Law and Jurisdiction

- 68) These terms of business are subject to the laws of England and Wales. Any dispute or legal issue shall be subject to the exclusive jurisdiction of the English Courts. Should a court rule that any clause within these Terms are invalid/unenforceable this will not affect the validity of the rest of the Terms, which will remain in force.