

Terms and Conditions

1. This document sets out the terms and conditions which apply to the agreement between you (our customer) and us (the company)
2. All the terms of the contract between the customer and the company are contained in this document and written specifications if any provided to the customer on the website. No variation of the terms shall bind either party unless such variation is made in writing and signed by the party bound.
3. A contract will only come into being upon our acceptance and confirmation of your agreement. In agreeing (whether expressly or impliedly) to the quotation, you are:
 1. Placing an order confirming that you accept and understand the terms of this agreement and agree to be bound by them
 2. Giving authority for the work to be carried out and (where relevant) agreeing that you have authority from the owner of the property for the work to be carried out.
 3. Agreeing that you (or the owner of the property) have obtained any relevant consents and/or permission that may be required, e.g. listed building consent
4. Once you have accepted our Quotation, you must make payment in full in cleared funds prior to the work commencing unless we agree otherwise in writing to you. If work is cancelled prior to installation, we will refund to you all sums paid in advance, less any amounts due for work carried out prior to cancellation and (in the case of cancellation by yourself) any amounts due for costs incurred by us to the date of cancellation.
5. Once we have accepted your work order and we have received the agreed payment due in cleared funds, we will agree with you a date for the agreed work during normal business hours. We will endeavour to carry out the work on the agreed date but this may be subject to change and we shall not be liable in any way for any delay or any losses whatsoever arising as a result. Time shall not be of the essence for the purpose of this clause.
6. We have the right to decline any work, at any time, without giving reason, at our discretion after the quote has been accepted. Should this happen, we shall not be responsible for any costs, damages or expenses you may have incurred.
7. If we request photographs to be supplied during the ordering process, they will be used to determine the suitability of products for installation. You will be responsible for ensuring the photographs are a true and accurate representation of what we will find at the installation premises.
8. Please note, that if there is a significant delay between our acceptance of your order and receipt of full payment, the quotation may be subject to change.
9. You will provide us and our employees, sub-contractors, agents and other workmen or representatives access on the agreed date to carry out the work.
10. Most heating installations do not require planning permission but you should check. If, for example, your property is a listed building or you are in a conservation area and/or the system flue extends 1 metre above the roof height then you may need planning permission. You are responsible for contacting your local planning authority to obtain confirmation that planning permission is not required. We cannot be held liable for any installation carried out where planning permission was required but not obtained and we cannot offer refunds in such cases. You will be responsible for any costs or losses we suffer because of your failure to get the necessary permission needed.
11. You must provide the following for our use, free of charge, during the works: water, washing facilities and toilets, electricity supply, gas supply (where relevant) adequate storage space, safe and easy access to your property from the public highway, easy access to the location within the property where the installation is to take place.
12. You will be responsible for notifying us of any local restrictions that could impact the delivery of goods. These include having to park over 25 meters away, narrow walkways, steep or excessive steps or parking restrictions. Failure to notify us may result in the need for redelivery which will incur a charge.
13. Goods belonging to us may be delivered to the site, you will be responsible for checking and accepting these goods, missed deliveries due to no one being available at the property will incur a charge. Any damages or missing materials should be brought to our attention immediately. If the contract is terminated early for any reason then, unless you have paid for the goods, you must return them to us. Until ownership of the goods passes to you, you must store the goods separately in such a way that they remain readily identifiable as our property, you must not destroy, deface or obscure any identifying mark or packaging relating to the goods and you must maintain the goods in a satisfactory condition keeping them secure and dry.
14. All goods will remain our property until paid for in full. We reserve the right of re-entry to remove any such goods whether fixed or otherwise, which remain unpaid for.
15. If during the pre installation checks, the installer identifies that there will be a significant amount of additional work or materials required, we will inform you of any additional costs and any delay to the installation. If you then decide not to proceed with the installation, we reserve the right to charge any reasonable costs incurred.
16. If, when we commence work, we find that there is a problem which was not reasonably apparent on survey or we find dangerous materials such as asbestos, we reserve the right to cancel, suspend or increase the price of works. If we cannot carry out the work for reasons outside your control, you will not be charged. If you do not provide us with reasonable access or you suspend or cancel the work, we may suffer additional costs and may charge you for these and for any work carried out.
17. We will carry out the work in conformity with this contract and will take reasonable care in carrying out the work but we do not accept liability for any damage to decorations, walls, floors or the like, which is not easily avoidable in carrying out the work. We will not redecorate, re-finish or re-lay flooring or floor covering. Boxing in of pipe work is not included unless specifically set out in the quotation. You should therefore be aware that minor redecoration may be required after the works which is not included in the quotation price. We will notify building control or gas safe of your installation as appropriate following completion.
18. You will need to provide bricks/tiles required to repair holes due to flu removal. We carry a limited selection but due to variations in colour and texture, we cannot guarantee an exact match. We will not be held liable for any materials that do not match.
19. Whilst every effort is made to ensure the delivery and installation dates are met, we reserve the right to delay installations for reasons beyond our control. We will not be held responsible for any losses or expenses incurred.
20. You must provide a safe and respectful workplace for any persons attending the installation address. Any persons who encounters rude, abusive or unsafe conditions will leave the installation address. If this happens, it is our sole discretion if we decide to continue with the work and what the charge will be for re-attending. No refund will be due if the site is vacated for the reasons stated.
21. You will pay any sums due by the relevant dates set out in the quotation or otherwise agreed or, if not stated, immediately on completion of the work. If you fail to pay the amount specified by the due date then we may charge a late payment fee and interest until the full amount is paid. The late payment fee and interest rates we charge will be the statutory rates at the time of default on payment. If you are in breach of this agreement because you have failed to make an agreed payment, then we may be entitled to suspend work, recover any additional costs we incur and/or require you to return any delivered goods to us.
22. If there is a delay of over 12 months in being able to carry out the installation because of any reason within your control/responsibility, then it will be deemed that we have performed the contract in full and are entitled to retain all money's paid to date without deductions or refund in full without the further supply of goods or services.
23. Any manufacturers warranty included with any boiler purchase as part of the works, is subject to the terms of such warranty (available directly from the manufacturer). Please note that, for the warranty to remain valid, you must ensure that the boiler is serviced by a gas safe registered engineer within each 12 month period from installation. You must keep appropriate records of those services and be able to produce them on request. The manufacturer warranties for other products installed may attract other conditions and you should, in each case, refer to those terms of guarantee.
24. You agree that from time to time, we may arrange for the works to be inspected and you will grant such reasonable access as may be required in order for such inspections to be carried out.
25. Sometimes things do not go to plan with the installation of new equipment. You agree to give us reasonable opportunities to put things right by allowing us access. We will not be held liable for any delays or costs this causes.

26. We are not liable to you for:

1. Any defect in or damage caused to the work, or any part of it, arising from fair wear and tear, wilful damage, your negligence, damage caused by a third party, failure to follow out instructions or any instructions of the manufacturer or supplier of goods forming part of the work, or alterations made or actions taken without our approval.
 2. Any loss due to fire, theft or other risks normally insured for under household insurance policy.
 3. Any delay in carrying out the work, and any related costs.
 4. Any costs arising out of any requirement for us to cancel the work if we cannot carry out as planned.
 5. Any defect, damage or breakdown caused by inadequate servicing of boiler or other product, or by deliberate action, accident, misuse or third party interference including modification or an attempted repair which does not comply with the industry standards or manufacturers instructions.
 6. Any defect, damage or breakdown caused by the design, installation and maintenance of a central heating system or which is due to the integrity or suitability of any existing part of a heating system to which the works have connected.
 7. Any damage caused accidentally by the installer to other services due to rerouting during the installation.
 8. Any damage to your home as a direct result of structural defects whether they are visible or not.
 9. De-scaling or other work required as a result of hard water scale deposits or from damage caused by aggressive water or sludge resulting from corrosion.
 10. Any incompatibility of a mixer tap or shower with any new boiler supplied and installed by us.
 11. Any issue arising as a result of inadequate or changeable water supply.
 12. Any failure by us to meet any of our obligations due to matters beyond our control.
27. Notwithstanding the foregoing, nothing in this agreement is intended to limit any rights you might have as a consumer under applicable law, or other statutory rights that may not be excluded, nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.
28. We may assign, licence or sub contract all or any part of our rights or obligations under this agreement without your consent.
29. This agreement is personal to you and you may not assign, licence or sub contract all or any of your rights or obligations under this agreement without our prior written consent.
30. We, our agents and subcontractors may use your information in accordance with data protection legislation to do the following:
1. Provide you with goods and services you have requested and contact you in relation to them
 2. Create statistics
 3. Help to prevent and detect debt, fraud or loss
 4. Help to train staff and improve our systems
 5. Retain as proof of your identity
 6. Comply with the requirements of supervisory organisations such as gas safe
31. If you give us information on behalf of someone else, you agree that they are aware of these terms and that they have given their permission for us to use their personal information as described above.
32. We may monitor and record any communications we have with you, including phone conversations and emails, to make sure that we are providing a good service and are meeting our legal and regulatory responsibility's.
33. You are entitled to have a copy of the information we hold on you and to have any inaccurate information corrected. We may charge a small fee for providing a copy of this.
34. If you have any questions, please contact us using the contact details as set out in your quote. Any complaints should be set out in writing to our registered address or emailed to us. If you wish to report a defect or issue with the work, you must do so by telephone or email within 24 hours of discovering the same. We will endeavour to respond to any complaints within 24 hours and our complaints policy is available on request.
35. You may cancel services (if they have not yet been carried out) at anytime up to 14 days after you enter the contract for those services. You may return goods at anytime up to 14 days from receipt, unless the goods have been mixed inseparably with other items by that point or if the goods were tailor made for you. You are responsible for the returning of goods to us at your own cost and deduction will be made if the value of the goods has been reduced as a part of the handling. This does not in anyway effect your statutory rights. If you wish to cancel any work or return any items, please notify us immediately by email or writing to us using the contact details set out in your quote. A standard cancellation form is available at the end of this document. If work has started before the end of the cancellation period with your agreement (i.e. you have permitted the work to commence during that time), you may be required to pay reasonable costs for any goods or services supplied.
36. You will lose the right to cancellation should the work be completed within 14 days of the order being placed and you have requested that we carry out the installation in this time. In this situation, it will be deemed that the company has been asked to carry out urgent repairs or maintenance at the premises.
37. We shall be entitled without prejudice to the other rights and remedies available to us, either to terminate the whole or any part of this agreement or to suspend any future service or supply.
38. The termination of this agreement how so ever arising shall be without prejudice to the rights and duties of either you or us accrued prior to termination.
39. Failure by us to enforce or partially enforce any provision of this agreement will not be construed as a waiver of any of our rights under this agreement.
40. This agreement is governed by the laws of England, Scotland and Wales.

Standard Cancellation Form Pro Forma

I/we hereby give notice that I/we cancel my/our contract of sale for the following goods and/or for the supply of the following service.

Description of order -

Ordered on/received on -

Name of customer/s -

Address of customer/s -

Signature -

Date -

(Please email or post to us using the contact details on your quote)