

WINGFIELD BOILER CARE LIMITED

TERMS AND CONDITIONS OF CONTRACTS

1.0 In these terms and conditions (referred to in this document as "these terms")

the "Customer" means the customer for whom the works are carried out to be carried out by Wingfield Boiler Care Ltd, and the "Company" means Wingfield Boiler Care Ltd.

"Contract" means the agreement between the customer and the company carry out the works of which these terms form a part and (where these terms are a schedule to a signed agreement between the Customer and the Company the agreement.

"Works" means the works described in the Company's estimate /quote or any other document or email issued by the Company, as may be varied by agreement in writing between the parties.

For the purpose of these terms "in writing" includes email, text 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".

ACCEPTANCE OF WORKS

2.0 The Company reserves the right to refuse or decline any work at its own discretion. Where the Company agrees to undertake works for the Customer, this will be done so by authorised representatives of the Company only.

FEES and CHARGES

3.0 The Company charges a minimum of 1hr for all appointments regardless of works carried out. This includes works quoted on an hourly rate or fixed price work.

If for any reason we are unable to carry out works during our attendance, the minimum 1 hour charge would still be payable for our attendance.

3.1 All charges are subject to VAT at the prevailing rate

ESTIMATES QUOTES AND FIXED PRICE WORK

4.0 Any estimate/quote supplied by the Company is subject to withdrawal at any time before receipt of an unqualified acceptance from the customer and shall be deemed withdrawn unless it has been accepted within 28 days from its date, unless otherwise specified in writing.

4.1 Unless otherwise specified, all estimates provided are done on an "as is" basis, and are not a fixed price quotation or firm price. The estimate will set out the likely minimum costs involved based on a visual inspection by the Company and/or details supplied by the Customer. The final price will be calculated based on the original estimate and in accordance with the Company's standard rate applicable at the time of works being carried out, and may be increased above the estimated price. Our current rates are on our website at www.wbc247.co.uk.

In addition, the Company reserves the right to increase the price prior to works being carried out, equivalent to the increase of cost to the Company including additional materials, labour, equipment hire and transport since the date of the provided estimate (either done so in writing, email or orally), unless the final price exceeds the estimated price by more than 10% in which case the Customer may cancel the contract provided it does so before works commencing (including the hire of equipment or order of materials).

4.2 Any estimate/quotation provided by the Company may be revised in the following circumstances

4.2a If after submission of the estimate/quotation by the Company, the Customer instructs the Company (whether written or orally) to provide additional works or services not referenced or detailed within the estimate/quotation.

4.2b If following submission of the estimate/quotation by the Company, there is an increase in the cost of materials to be supplied.

4.2c If following the submission of the estimate by the Company, it is discovered further works and services need to be carried out which had not been anticipated.

4.2d If following submission of the estimate/ quotation of works carried out it was discovered that there was a manifest error when the estimate/quotation was prepared.

4.3 The Customer will reimburse the Company for any expense and all expenses incurred (including labour, materials and equipment hire) upon acceptance of an estimate or quotation which is subsequently cancelled by the Customer.

PRICES AND PAYMENT

5.0 Any prices or rates advised are subject to VAT at the prevailing rate.

5.1 All invoices are due for payment immediately upon completion of works.

5.2 All appointments made for works to be carried out (including fixed price work, estimates and quotations) with the Company are done so with payment due immediately on job completion/delivery of invoice.

5.3 Where any services or works provided by the Companies is subject to snagging, the Customer agrees to make payment of 95% of the total invoice amount immediately following completion of works. The Customer must then provide the Company access without delay to allow the snagging to be finalised and completed. Payment for the remaining 5% balance will be due following completion of the snagging by the Company or within 7 days of the invoice should access not be made available by the Customer - whichever is sooner.

5.4 Where the Customer is represented by a third part or agent (such as a managing agent, landlord, tenant or other occupier, friend, family, contractor or other representative), in the event of non-payment by the customer, the third party will be responsible for full payment unless the Company has agreed otherwise in writing prior to any works commencing.

5.5 For any late payments whether in part or full of an invoice to the Company, will be subject to the daily interest rate of 4% over the base rate until the payment is received in full by the Company.

5.6 The Company will be under no obligation to provide or issue any guarantees, warranties, certificates or other similar documents to the customer for works, unless payment has been made and received in full.

5.7 All equipment materials and goods remain the property of the Company until paid for in full by the Customer

DESCRIPTION OF WORKS

6.0 Any illustrations, descriptions, imagery either displayed on the Company's website, in marketing materials (both offline and online), catalogues, price lists or other are merely intended to present a general idea of works and services provided by the Company. No part of these shall form part of any contract.

INSPECTION DELIVERY AND COMPLETION OF WORKS

7.0 The Company will advise the Customer of the date and time for works to be carried out. The Company will always endeavour to ensure they maintain this schedule and that their operatives attend at the agreed time. However, the Company accepts no liability in respect of late/non attendance on site or for the late/non delivery of any equipment or materials. All times provided by the Company are estimates only.

INDEMNITY

8.0 The Customer shall indemnify the Company against any and all actions, claims, demands, suits, losses, costs, expenses and charges which the Company may suffer or incur in connection with a call by a third party, resulting from a breach of the Customer's obligations, undertakings and representations and warranties in connection with this contract.

LIMITATION OF LIABILITY

9.0 The Company's liability shall be limited to:

9.0a The repair or making good of any defect pursuant to its undertaking in paragraph 10 below, and paragraph 7.0 above.

9.0b Liability for personal injury or death resulting from negligence in the course of carrying out the Company's duties.

9.0c The reasonable costs of repair or reinstatement of damage or any loss to the Customer's property, should this result from the negligence of the Company or its employees, agents or sub-contractors, and the Customer incurs such costs.

9.0d The Company will not hold any responsibility for any damage suffered to a part of any property where the damage is in whole or part a consequence of a defect or weakness in that part of the property.

9.0e The Company will not hold responsibility or liability for damage caused whilst investigating and repairing any plumbing, gas or drainage work including blockages. This includes but not limited to : the removal of bathroom suites, panels or furniture, tiles and tiling, floor coverings (Carpet, rugs, laminate, wood, tiles etc.), internal and external walls where pipework has to be routed and other damages as a result.

9.0f If damage to plaster and brickwork is caused it will be the Customer's responsibility to make good (unless otherwise specified in writing that the Company will make good).

9.0g It is the responsibility of the Customer to protect items of furniture, furnishings, fixtures and fittings. We will make reasonable effort to not cause damage. It is suggested that the Customer remove items that are considered to be a problem. If items remain within the working area, it is the Customer's responsibility to cover such items.

DEFECTS

10.0 Subject to paragraph 7 and the exclusions listed below, the Company undertakes to make good and repair any defect in completed work which appear within 6 months of the completion date of the same, to the extent that such defect arises from the breach of the Company for the 's obligations under this contract.

. All defects must be notified to the Company by the Customer within this period and the Company and its insurers must be provided the opportunity to inspect the work and any alleged defect.

This inspection shall only apply to work carried out and completed by the Company that has been paid in full by the Customer.

Following the inspection and it transpires the alleged defect is not the result of any work or service carried out or provided by the Company, the Company reserves the right to make a charge to the Customer for the inspection at its standard rate.

The Company reserves the right to not carry out any work where the Customer cannot provide sufficient evidence that the work was originally carried out by the Company or where full payment has not been received for said work.

Exclusions are:

10.0a Any parts or materials supplied by the Company are will only be provided with the manufacturer's or supplier's guarantee and are not guaranteed by the Company.

10.0b Any system or structures which have not been installed by the Company.

10.0c Any defects resulting from the misuse, wilful act or faulty workmanship by the Customer or any other third party working for or under the direction of the Customer.

10.0d Any structural defects such as but not limited to subsidence and its resultant effect.

10.0e Any damage to drainage systems caused by any outside force or root penetration

PERMITS LICENSES,REGULATION and OTHER CONSENTS/ACCESS

11.0 It is the Customer's duty (Unless otherwise specified in writing or orally by the Company) to ensure suitable permission, permits, licenses and all other consents from the owner/landlord/agent/organisation, and or planning permission if necessary is obtained prior to works being carried out by the Company. The Customer shall obtain permission for the Company to proceed over property belonging to neighbours or third parties if this is necessary. The Customer shall indemnify the Company in all aspects of claim from neighbouring /third party properties arising out of the presence of the Company or its employees/ representatives.

11.1 The Customer will at all times ensure that the environment is safe for the Company and its employees/representatives for the purpose of carrying out the works.

11.2 Where applicable to drainage works and services, the Customer shall provide the Company, if possible, a plan of the drain layouts. If this is not available the Company reserves the right to make additional charges at the applicable rate if blockages occur in drains not covered or identified by the Customer.

FORCE MAJEURE

12.0 The Company will use all reasonable efforts to carry out and complete then works on time, but shall not be liable to the Customer or any third party if the works prove impossible due to events or circumstances beyond our control including (but without limitation) any Act of God, accident, legislation, war, civil commotion, fire, flood, drought, transport delays, strikes, industrial disputes and difficulty obtain supplies. We may cancel or suspend any of our obligations to you, without liability

CANCELLATION

13.0 If the Customer cancels any contract with the Company without the Company's consent, the customer agrees to indemnify the Company against any and all loss, damage, claims or actions arising as a result of such cancellation, unless agreed in writing, and is without prejudice to the Company's right to payment in accordance with paragraph 5.

REMOVAL OF WASTE AND MATERIALS

14.0 The Company is not responsible for then removal of waste materials. The Customer is responsible for the removal of any/all waste materials resulting from the works carried out by the Company unless this removal has been agreed by the Company.

FROZEN PIPES

15.0 The Company will not be liable for any fracture found in frozen pipes attended by the Company and cannot guarantee to clear blockages within frozen pipes or drainage systems

GUARANTEES

16.0 Any guarantee /warranty provided by the Company shall be for labour only. In respect of faulty workmanship from 12 months of the date of completion.

Any parts equipment or components supplied by the Company will be covered by their respective manufacturer's warranty.

The Company's guarantee becomes null and void if the work/appliance completed/supplied by the Company is:

-Subject to misuse

-Repaired, tampered with or modified by anyone other than a Company operative/representative. The Company accepts no liability (or guarantee suitability for) materials supplied by the Customer or other third parties, and will accept no liability for any damage or faults as a result.

16.1 The Company is unable to guarantee any work in respect of blockages in waste and drainage systems.

16.2 The Company is unable to guarantee any work which has been undertaken on instruction by the customer, against the Company's/operatives advice/ recommendations.

16.3 The Company will only guarantee work directly undertaken by the Company and its employees. Any work carried out on behalf of the Company by agents or sub-contractors will be guaranteed under their own respective policies.

16.4 The Company will not be liable or responsible for any damage or defect arising from work not fully guaranteed or where recommended work has not been carried out.

. The Company will not guarantee work where the Customer has been notified either verbally or in writing by the Company of any related work which requires attention.

16.6 The Customer shall be solely liable for any hazardous situation in respect of Gas Safe regulations or gas warning notices unless otherwise caused by our Gas Safe operatives.

COMPLAINTS PROCEDURE

In the unlikely event the Customer experiences problem with the service provided by the Company, the Customer must inform the Company of their complaint as soon as possible verbally or in writing. Any verbal complaint must be followed up in writing to the Company at Winfield Boiler Care Ltd, Winfield Cottage, 124 Smugglers Lane North Christchurch Dorset, BH23 4NW at the earliest opportunity. Upon receipt of this complaint the Company will endeavour to resolve the matter within 7 days.

NOTICE OF YOUR RIGHT TO CANCEL

The Customer has the right to cancel a contract within fourteen calendar days starting on the day the contract is accepted by the Customer. This cancellation must be advised in writing, either by post or email.

WORKS CARRIED OUT PRIOR TO THE EXPIRY OF THE CANCELLATION AGREEMENT

For works that are agreed to start before the 7 day cancellation period expires and the Customer subsequently cancels in accordance with your rights you are advised that reasonable payment may be due for any works carried out, including labour at the applicable rate.

Deposits

The Company reserves the right to retain any deposit paid by the Customer to secure equipment and/or works commencement dates.

AVAILABILITY

Whilst every effort is made to make the allotted scheduled appointment, we cannot guarantee appointment times due to unforeseen circumstances. In the event of the Company not being able to make the scheduled appointment, the Company will make every endeavour to inform the Customer and to reschedule at a convenient time for the Customer.

Our emergency response is subject availability at the time of booking and location of job and works needed to be carried out.

Nothing in these terms and conditions is intended to remove your rights regarding the quality of our work, or relating to faulty or misdescribed goods that are supplied as part of our services