

22 Hunt Avenue, Heybridge, Essex. CM9 4TY. HeatWiseEssex@gmail.com 07477936104

- 1. We will carry out the work set out on your quotation, for the price that is stated.
- 2. Your cancellation rights;
- 3. You enter into an agreement by either verbally or in writing booking for us to attend to complete these works. You have 14 days before commencement of works or 72 hours should you request for the works to be completed within 14 days of the date of this quotation to cancel in writing. Failure to do so will incur a restocking fee, reimbursement of our engineers' time and/or full payment.
- 4. If you cancel once the works have been started you will pay for the time and materials to that point plus any restocking fees or loss of materials/earnings.
- 5. The price we quote does not include the cost of removing any dangerous waste materials, such as asbestos.
- 6. Project Overrun due to other external factors to HeatWise Essex Once work has been started on site the price quoted is valid for 12 months from the day of commencement. Annually of the first day of commencement of works for the entire site all quotations will become due for review with a 20% increase. The company reserves the right to invoice for parts and labour to the anniversary.
- 7. Payment for goods and services provided may become due before the resolution of the works quoted for should a project overrun due to other factors external to the company.
- 8. A deposit of 20% will be required for works over £1000 in entirety, and is due prior to commencement. Waiver of this is at the discretion of HeatWise Essex.
- 9. The price does not include the removal of waste as stated in the quotation.
- 10. Any time frames we give you are our best estimate.
- 11. You will be charged should additional works be required due to unforeseen issues.
- 12. Additional costs may be incurred if the details you have given us are inaccurate or based on assumptions by others. An example of this is that another plumber has suggested a part change, you instruct us to complete but once the part is fitted it is either not the fault or there are additional faults.
- 13. All our diagnosis is advised with the most economical, logical next step solution in mind. Although rare, it sometimes is the case that this process of elimination exposes further faults or is in itself a process of elimination. Any additional faults found will be quoted and/or charged for appropriately.
- 14. You may be charged for any additional time should parts that you have supplied be damaged prior to our works or not be available at the time of our visit.
- 15. You will incur additional costs should, once work commences a fault with your property for example and not exclusive to, your wall offers inadequate support to hold the radiator you have or additional damage is uncovered which was not visible at the time of

survey or you have stated when booking the work.

- 16. You may need to lift/remove existing furnishings/covering such as flooring prior or during our visit.
- 17. If we need access to your loft, it must have a secured loft ladder, lighting and be boarded.
- 18. Sometimes we have to do extra works; if we cannot use existing pipework for example or your existing pipework does not meet current requirements. This will be at an additional cost. You may need to paint the alterations once the works have been completed.
- 19. If your property is a listed building, it is your responsibility to make sure that you get any permission you need before we start the work, and we will need evidence from you that you have got this permission. If you do not get the permission you need, you may be prosecuted in the criminal courts. It is your responsibility to give detailed instructions, plans and rules in writing of the restrictions linked to the listing. If we carry out work at your property and you have not given us sufficient advice, have not monitored our works correctly or given us inaccurate information, you will compensate us for any losses we suffer because of your failure to do so, which may include court fines and penalties.
- 20. When we have connected new equipment to your existing system, we cannot accept responsibility for the cost of repairing or replacing other parts of your existing system that later develop faults.
- 21. Brickwork colour matching If scarring or damage to your brickwork occurs due to the removal and or the installation of materials we will do our reasonable best to colour match but due to ages, patina, obsolete bricks there will not be an exact match and it may be noticeable.
- 22. As water supply rate can change, we cannot be responsible for your central heating system or hot and cold water system failing to work properly because your water supply becomes inadequate or keeps changing.
- 23. Boiler installations A powerflush/magnacleanse must be carried out along with; filter, smart programmer and TRVs must be installed when upgrading a boiler or carrying out a new boiler installation, unless you have specifically instructed us verbally or in writing of your wishes.
- 24. We cannot be held responsible if we cannot meet our responsibilities because of things beyond our control including and not exclusively; poor weather, staff illness, supply chain breakdown, epidemics, industrial disputes, vehicle malfunctions, or if we find flora and/or fauna that disrupt our work.
- 25. We reserve the right to cancel this agreement at any time by giving you written notice.
- 26. The quotation is valid for 30 days as of the date of the quotation. At which point the quotation will need to be reviewed and reissued.
- 27. Works must be booked to start within 90 days of the acceptance. If you are supplying equipment then all parts must be available by the start date.
- 28. It is your responsibility to ensure that any device that requires adequate internet connection is maintained and that WiFi is easily accessible to the device at all times. We are not responsible for any lack of WiFi signal or any lack of wireless communication if this is due to fabric of the property and will incur addition costs.

- 29. It is the customer's responsibility to ensure access to all radiators when a powerflush cleanse is being conducted, or when any heating system works are being carried out. In HMO properties it is the landlord's responsibility to ensure access to all rooms is available.
 - Failure to make adequate access to radiators could result in a call out charge being issued for wasted time if access is required, but not possible at the time of a call out.
- 30. It is your responsibility should you have a Honeywell Evoheat, Hive, Nest (or equivalent) system that connectivity is maintained. If your equipment loses connectivity you will be responsible for any call out fees to regain connectivity after the initial installation. We are not responsible for any lack of WiFi signal or any lack of wireless communication if due to fabric of the property.
- 31. User error will be charged on a time and materials basis.
- 32. If the customer purchases any equipment; they are responsible to ensure that we are made aware of materials required for the equipment to be fitted correctly and undamaged they are supplying ie. the customer orders/purchases glass fronted/glazed tiles; the customer must ensure that we are made aware of the grout required (additional expense due to the customer's choice may apply).
- 33. All labour costs are without VAT.
- 34. You will gain a one year warranty on all our parts and labour. Boilers and other products hold their own manufacturer's guarantee/warranty and should be contacted should there be a suspected fault under that guarantee/warranty. The boiler manufacturer guarantee/warranty is only valid upon proof of annual servicing and correct maintenance booking the annual service and any relevant repairs is the customers responsibility.
- 35. We will not share your data or information with any external bodies except Gas Safe Register or the manufacturer to ensure you get the warranties you are entitled to. Please refer to our Privacy Policy & GDPR notice for more information, available upon request or via our website.
- 36. Emergency / out of hours issues will be charged an emergency call out rate. This rate can change depending on circumstances at the time of the callout.
- 37. For large scale works, such as but not exclusively new builds, renovations or refurbishments or change of use or any works that at the start of the works the homeowners/tenants are not residing the customer must give 50 clear working days' notice in writing of any plans to move into the property. Failure to do so risks the system not being fully operational or tested and any faults or subsequent call outs will be at an additional cost to the customer. If after consultation with HeatWise Essex, you are advised that the system will not be operational then the company cannot be held responsible.
- 38. Priced/quoted works not completed/invoiced within one year of commencement will increase by 10% annually.
- 39. Tiling Tiling estimated cost may vary depending on customers choice of tile size, pattern and style.
- 40. Tile/grout colour matching If scarring or damage to your tiling occurs due to the removal and or the installation of materials we will do our reasonable best to colour match but due to ages, patina, obsolete tiles there will not be an exact match and it may be noticeable.

- 41. If equipment and materials are bought by customer's (not purchased by HeatWise Essex) on our account from a supplier such as TEC Supplies this equates to the customer purchasing the goods themselves and therefore any faults or additional works needed if parts are faulty may be at an additional cost for visits to rectify i.e.. a shower is put in purchased on our account which is faulty, or wrong size etc, if a replacement is needed as shower is faulty or wrong size the return visit will be chargeable on a time and materials basis.
- 42. Should an account be overdue then we will take reasonable steps to recoup the outstanding amounts. Should Court Action be sort then all fees and interest will be sort and will become due.
- 43. All warranties and guarantees are held with the product manufacturers.
- 44. When attempting to repair an existing piece of equipment rather than replacing the item, we cannot be held responsible if the repair fails within your years warranty with us. E.g. Supplying a replacement cartridge in an existing tap or shower body. We would then recommend a replacement item unless you want to pay for another repair.
- 45. When works are carried out that require "making good" to be carried out afterwards (such as filling holes, replacing sections of ceiling, carpets etc.) HeatWise Essex will complete these tasks as a good will gesture and cannot be held responsible if the repair works are not to the customers requirements. In this instance we would recommend an external company to carry out these repair works for an additional cost to the customer.
- 46. It is the customer's responsibility to understand where their utility services are located, for example their fuseboard or internal/external stopcock.

 A call out charge may be issued if works cannot be carried out due to not being able to isolate the water supply, electrical supplies and gas supply to a property if this prevents the job from being completed.