

## Terms & Conditions

### **Guarantee**

The installation of the components comes with a 2 year installation guarantee covered by Absolute Heating (Midlands) Ltd. In addition to your statutory rights we will, if we can, pass on to you the benefits of any guarantees provided by a manufacturer or supplier of any parts or materials used in the course of our work.

The Guarantee will become null & void if the work completed by Absolute Heating (Midlands) Ltd. is subject to misuse or negligence. It shall also be null & void if repaired, modified or tampered with by anyone other than an engineer from Absolute Heating (Midlands) Ltd.

Absolute Heating (Midlands) Ltd. will accept no liability for, or guarantee suitability; materials supplied by the client & will accept no liability for any consequential damage or fault.

Absolute Heating (Midlands) Ltd. reserve the right to charge for any additional time incurred.

Absolute Heating (Midlands) Ltd. will not guarantee any work in respect of blockages in waste & drainage systems etc.

Absolute Heating (Midlands) Ltd. will not guarantee any work undertaken on instruction from the client & against the written or verbal advice of the engineer.

Work is guaranteed only in respect of work directly undertaken by Absolute Heating (Midlands) Ltd. & payment in full has been made. Any non-related faults arising from recommended work which has not been undertaken by Absolute Heating (Midlands) Ltd. will not be guaranteed.

Absolute Heating (Midlands) Ltd. shall not be held liable or responsible for any damage or defect resulting from work not fully guaranteed or where recommended work has not been carried out. Work will not carry a guarantee where the client has been notified by the engineer, verbally or indicated in ticked boxes or in comments/recommendations of any other related work which requires attention.

The client shall be solely liable for any hazardous situation in respect of Gas Safe Regulations or Gas Warning Notice issued.

Where Absolute Heating (Midlands) Ltd. agrees to carry out works on installations of inferior quality or over ten years old at that date no warranty is given in respect of such works & Absolute Heating (Midlands) Ltd. accepts no liability in respect of the effectiveness of such works or otherwise.

### **Terms & conditions**

Our payment terms are 7 days from date of your invoice unless agreed in writing.

Absolute Heating (Midlands) Ltd. shall only be liable for rectifying works completed by Absolute Heating (Midlands) Ltd. & shall not be held responsible for ensuing damage or claims resulting from this or other work overlooked or subsequently requested & not undertaken at that time.

Absolute Heating (Midlands) Ltd. accepts no liability for any delay in completing the project due to unforeseen circumstances beyond our control. Appointments are given in good faith, which we make our best efforts to keep.

All intended work areas must be cleared of any obstructions prior the work commencing. This includes any items of financial or sentimental value. If not, the responsibility is the client's own expense. Dust sheets will be supplied and laid out as a precaution during the process of the works to protect your property. Absolute Heating (Midlands) Ltd. cannot be held responsible for any damage whilst work is being carried out.

All rubbish is at the clients own disposal; however it can be arranged to be disposed for you at an additional cost.

### **Hourly Rate Work**

The total charge to the client shall consist of the cost of materials supplied by Absolute Heating (Midlands) Ltd. (not exceeding the trade purchase price of materials + 15% handling charge) & the amount of time spent by the engineer carrying out the works (including reasonable time spent in obtaining un stocked materials) charged in accordance with Absolute Heating (Midlands) Ltd. hourly rates.

All parking and congestion charges will be additional costs to the hourly rate. It is the responsibility of the client to notify Absolute Heating (Midlands) Ltd. if free parking is not available. Any parking permits must be obtained in advance by the client and made available on date of appointment.

The client shall only be charged for the time spent related to the client's work. All other time, personal mobile calls etc. is non-chargeable.

Absolute Heating (Midlands) Ltd. will do everything within our power to keep to the timeslot agreed when the booking was made, but unfortunately we cannot always correctly judge the length of time that each job will take, or any unforeseen circumstances such as sickness or accidents, however we will always try to keep you informed of the situation.

All rates are non-negotiable. Absolute Heating (Midlands) Ltd. are not VAT registered, therefore have no VAT charges.

## Fixed Price Work

Quotations shall be given as a fixed cost, (unforeseen circumstances exempt) including Labour & Materials, and shall be within 10% over and above the equivalent total hourly rate cost.

Quotations are valid for a 30 day period only.

Where a written quotation has been supplied to the client, the total charge to the client referred to in the quotation should not exceed the actual time taken by more than 20% but may be revised in the following circumstances:

- a) If after submission of the quotation, the client instructs Absolute Heating (Midlands) Ltd. (either verbally or in writing) to carry out additional works not referred to in the quotation
  - b) If after submission of the quotation there is an increase in the price of materials.
  - c) If after submission of the quotation it is discovered that further works need to be carried out which were not anticipated when the quotation was prepared.
  - d) If after submission of the quotation it is discovered that there was a manifest error when the quotation was prepared.
  - e) If during the course of our work any further work becomes necessary, because for example, matters come to light which could not have been foreseen during our initial assessment, which will cause an increase in cost, we will let you know what these extra costs will be and will only carry out additional works once we have your acceptance.
  - g) If the costs increase significantly, you will have the right to cancel the contract. You will however be charged for any work already carried out, and parts or materials used up until the time you cancel.
  - h) Absolute Heating (Midlands) Ltd. will carry out the work in accordance with our quotation with reasonable care and skill using sound materials.
  - I) Absolute Heating (Midlands) Ltd. will make every effort to complete the work by any time agreed with you. You must appreciate, however, that sometimes delays may occur for reason beyond our control and we cannot be held responsible for those delays. If such delays occur we will complete the work as soon as possible.
  - J) If Absolute Heating (Midlands) Ltd. agree to make good any damage caused in the course of our work to plaster, floors or brickwork etc we will do so to a standard that will accept redecoration. Floorboards removed will be refitted where possible. Absolute Heating (Midlands) Ltd. shall not be bound by any quotations given verbally or in which manifest errors occur.
- All quotations are non-negotiable.

By accepting the quotation, either verbally or in writing, you are also agreeing to these terms & conditions.

If you (the client) instruct us to do a project and then cancel, we reserve the right to charge all costs incurred up to the point of cancellation i.e. the cost of any hours worked per engineer, materials (inc handling charges). Standard rates will apply.

All reports are based upon our best knowledge and experience in the industry. They do not come with any guarantee. They are designed as advisory reports only. Absolute Heating (Midlands) Ltd. cannot be held responsible for any unseen or non-accessible pipework, components or wiring etc.

## COMPLAINTS

If you are not satisfied with our work, you must contact us via post, within 14 days of completion of the work.

Any remedial work will require an inspection by Absolute Heating (Midlands) Ltd. before carrying out any necessary work at our expense.

## PAYMENTS

A 50% deposit of the overall price is required on projects over the sum of £500.00 prior to the commencement of the work to cover the costs of the materials etc. unless materials price is specified in your quotation.

We reserve the right to seek reimbursement of any reasonable costs incurred seeking full payment of any outstanding monies under this contract.

## CANCELLATION

Under The Consumer Contracts Regulations 2013 you have a right to cancel during a period of 14 days. During that period any money paid to you will be refunded. However if you have already given approval for the work to begin before that cancellation period you may be required to pay for goods or services already provided.

Absolute Heating Ltd. 

*Registered in the United Kingdom: Company no. 9297364*