

Henri- Taylor Heating Solutions LTD Boiler & System Installation

Terms and Conditions

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms of use under which you may use this website, www.henri-taylor.co.uk ("Our Site"). Please read these Terms and Conditions carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of Our Site. If you do not agree to comply with and be bound by these Terms and Conditions, you must stop using Our Site immediately.

1. Definitions

For these terms and conditions, the following words shall have the following meanings:

- 1.1. The term "Company" shall mean Henri Taylor Heating Solutions Limited whose registration office is at: 10A High St, Chislehurst BR7 5AN
- 1.2. The term "Customer" shall mean the person or organisation for whom the company agrees to carry out works and/or supply materials
- 1.3. The term "Operative/Engineer" shall mean the person/s completing the installation on-site.

2. Provision of Services

- 2.1. The price quoted is open for acceptance within 30 days of the quote being issued to the customer (dates will appear on quote). If the customer decides to commence work after this time, the company will let the Customer know if there has been a change in the price requiring a revised quotation and the reasons why. Upon accepting the quote in writing, this will form a legally binding contract between the Company and the Customer. All prices quoted are subject to finalisation upon technical survey.
- 2.2. The Company will provide a written quote when required/requested. The quote will include the cost of installing gas appliances and/or central heating equipment as specified in the Order Description Checklist. If during the installation, the operative/engineer must deviate from the original quotation, the Company retains the right to provide an additional estimate for further works required. If any faulty central heating and/or gas appliance components are discovered during the installation and require replacement, the Customer will be provided with an additional estimate for replacement.
- 2.3. Where the company needs to connect new equipment to the Customers existing plumbing or heating system, it will not accept liability for the cost of repairing or replacing parts to the existing

system that subsequently develops faults. This includes zone valves, heating pumps, programmers and thermostats unless included within the official quotation. The Company may charge for visits made to the Customer's property by the operative/engineers if the system is faulty or has developed a fault after the installation has been conducted. The Company will not accept liability where the Customer's central heating system does not function properly because the water supply is inadequate or the water pressure becomes invariable.

2.4. The Company shall only be bound by estimates given in writing to the Customer and signed by a duly authorised representative of the Company. The Company shall not be bound by any estimates given orally or in which manifest errors occur.

2.5. Access to the property is required in order that the installation may be undertaken. The Company's operatives/engineers are scheduled to arrive at the property between the times of 08.00 am and 10.00 am, subject to traffic conditions or unless otherwise stated. The Company will not be responsible for the protection or security of the property if the operative/engineer is left alone during the installation.

2.6. The time estimate provided for completion of installation is a best estimate of the likely time scale prior to commencement of the services provision. The Company will make every reasonable effort to start and complete the work within the provided estimate, but cannot accept liability for any cost, losses or expense incurred by the Customer because of any delays or rescheduled appointments.

2.7. Where the date and/or time for works to be carried out is agreed by the Company with the Customer, then the Company shall use its best endeavours to ensure that the operative/engineer shall attend on the date and at the time agreed. However, the Company accepts no liability in respect of the non-attendance or late attendance on site of the operative/engineer or for the late or non-delivery of materials.

2.8. The price specified in the quotation does not include the price of removing any additional dangerous waste material such as asbestos that is found when installing the Customer's central heating/gas appliance.

2.9. If during the execution of the works, asbestos is encountered, the Company reserves the right to withdraw its operatives/engineers immediately until the site is made safe. The cost of removing asbestos is not included within the price. However, the Company upon request of the Customer will provide a cost for removing asbestos and will add this fee to the total quote.

2.10. A system upgrade can lead to the system operating under higher working pressure. This can lead to small pre-existing holes or loose pipes in the heating system to start leaking or become more noticeable. This shall not be deemed the responsibility of the operative/engineer or of the Company. Should such a failure occur, additional work may be required at an additional cost.

2.11. The Company will take all reasonable care to carry out the installation. However, the Customer accepts that the installation, including the removal or dismantling of existing fixtures or fittings may cause damage to the decoration and/or the fixtures and fittings. This provision does

not exclude the Company's responsibility for damage, that is beyond which is reasonably commensurate with the installation. It is anticipated that certain areas in the Customers property may need redecoration following completion of the gas appliance or central heating installation. This will be the responsibility of the Customer and is not included in the price.

2.12. In the scenario where an existing flue hole requires filling in and making good, the operative/engineer will use the standard bricks, blocks and mortar provided by the Company. The operative/engineer will carry two differing shades of bricks as standard and will use the most appropriate shade. The Company cannot guarantee an exact colour match for bricks and mortar unless otherwise stated in the contract.

2.13. If required, any necessary consents will be in place before work commences on site. The Customer will obtain all necessary consents at their own expense, including planning consent, neighbours and mortgage providers.

2.14. If, after the Company shall have carried out the works, the Customer is not wholly satisfied with the works then the Customer shall give notice in writing within 28 Days to the Company and shall afford the Company, and its insurers, the opportunity of both inspecting such works and carrying out any necessary remedial works if appropriate. The Customer accepts that if he fails to notify the Company as aforesaid then the Company shall not be liable in respect of any defects in the works carried out.

2.15. The prices specified in this agreement do not cover the cost of an upgraded gas supply to the new appliance from the gas metre, if it has not been specified on the original order. If it is discovered that an upgrade to the gas supply is required by the Operative during the installation, the Company retains the right to provide a further quotation to complete these works.

2.16. The customer is responsible for screening and confirming their official quotation from the Company. The official quotation is that with the listed contract number. No other documentation such as the brochure or email correspondence will be taken into consideration.

2.17. The company will complete a full system chemical flush as part of each installation at no additional cost. The flush will consist of up to four hours of pressurised cleaner circulation on the flow and return and finalised with inhibitor treatment at the system filling stage. If the operative/engineer deems that additional Powerflushing will be necessary to effectively clean the system, then the customer will be advised. The company will reattend on a separate date to complete further Powerflushing at an additional fixed fee.

2.18. When booking jobs, we will ask about any potential parking restrictions and travel fee's (London CC and Dartford Crossing) which we may incur from our office trading address in Sidcup and reserve the right to add them onto any quotations or invoices produced by the company.

3. Payment

3.1. A deposit of up to 50% will be required prior to commencement of services. If this is reduced or applicable this will be highlighted clearly to the customer at point of quotation.

3.2. There is a 14-day cooling off period starting from the date of signed or agreed acceptance of the quotation during which the customer has the right to cancel the order without penalty. After this time the deposit will be retained by the Company for all unrecoverable costs incurred as a direct result of the cancellation.

3.3. All balances are due for payment within 5 days upon commissioning of the gas appliance. In some instances, if agreed by the company this date can be increased but this will be stated on our final invoice so is clear to the customer. This relates to the boiler itself working and excludes any minor works still outstanding. Any part of the invoice which remains unpaid shall carry an admin fee of £100.00 and interest at the rate of 8% above the base rate of the amount that remains outstanding.

3.4. In the rare event that the Company must organise for an operative/engineer to reattend to complete outstanding snagging issues, the customer may not use this as reason to withhold payment.

3.5. If the company is doing work at the customer's rented property on behalf of a landlord, the tenant must be bound by the terms of the contract and if for any reason the landlord refuses to pay, the tenant will be liable to pay and reclaim all cost back from the landlord.

3.6. Title in the goods will not pass to the Customer but shall be retained by the Company pending payment in full of the balance. Until the title passes to the Customer, the Company shall have an absolute authority to re-take, sell or otherwise deal with or dispose of all or any part of the goods in which title remains vested in them.

3.7. The manufacturer's parts and labour warranty is registered by the Company on full payment of the balances by the Customer. If the Customer does not finalise balances within 5 days of Completion, they risk voiding the manufacturer's parts and labour warranty of which the Company accepts no liability. If all or any part of the installation remains incomplete after the commissioning of the appliance, a 95% payment of the outstanding balance will allow the Company to register the appliance warranty and avoid any risk of the appliance warranty being voided.

3.8. The Company will commit to the Customer that all quoted works will be completed in full, However, if all or any part of the installation remains incomplete after the full commissioning of the appliance, the Customer will agree to retain 5% only of the outstanding balance until the date that all works have been completed.

3.9. If payment of invoices is not received, we reserve the right to recover any costs, commissions or fees incurred for the collection of payment including those which may be incurred by using a debt collection agency

3.10 FINANCE OFFERINGS-

If a customer would like to take out finance on any of our Worcester Bosch installations this must be made aware to the company prior to any commencement of works so a formal credit check can be carried out by our partner.

It is our finance strategy that a minimum of £1000 will be put through on Finance and no amount smaller will be considered.

Any installations that are to be carried out using our finance a minimum of a 10% deposit will need to be taken upfront.

If a customer after works have been carried out and completed then asks for a finance offering the company will refuse this outright. It will only be considered as a form of payment prior to works commencing as above.

4. Guarantee and Warranties

4.1. The Company guarantees pipework in direct relation to the appliance or any other items that were replaced or installed during the works completed by The Company for 12 months from the commission date, unless stated otherwise on the quotation. The warranty does not cover acts of vandalism, third party negligence, acts of God or wilful damage. This also does not include Servicing, maintenance or repair work which is guaranteed for 28 days.

4.2. The Company will provide a 28-day guarantee after commissioning of the new appliance to investigate any and all faults relating to the central heating and hot water. The company will not accept any liability to replace or repair faulty components unrelated to the installation. If the Company are instructed to investigate a fault by the Customer after the 28-day period, a £80.00 + VAT call out fee will be applicable if the Engineer establishes that the Company are not responsible for the Fault. The Company will not accept liability for a System Rebalance, System Re-Pressurisation or System Air Bleeding.

4.3. The company cannot guarantee any services, parts and equipment supplied to the customer if:

- a. They suffer misuse, treated negligently or if the company's work is repaired, modified, or tampered with by someone else
- b. The material used is supplied by the Customer
- c. The Company indicates that further works need to be carried out

4.4. The warranty for a boiler and or cylinder will be covered by the manufacturers as agreed in the quotation. The warranty only applies to the boiler. It does not apply to any existing parts of the system. The Company will not be liable for the cost of resolving existing circulation issues.

5. Cancellation Policy

5.1. There is a 14-day cooling off period starting from the date of signed acceptance of the quotation during which the Customer has the right to cancel the order without penalty. After this time the deposit will be retained by the Company for all unrecoverable costs incurred as a direct result of the cancellation.

5.2. If the customer cancels the order within the 14-day cooling off period, it will be requested in writing by the Company. The Company will process any refund of a deposit that is due to the customer within a 14-day period of receipt of the formal cancellation.

5.3. The charges for any services already commenced and materials used up to the time of cancellation will be immediately payable to the Company.

6. Terms of Use

6.1. These terms and conditions and all contracts awarded between the Company and the Customer shall be governed and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the English Law.

6.2. Acceptance of our goods, services or quotation is automatic acceptance of these terms and conditions.

Signed by Director-

Steve Taylor

27.01.2023