

Henri- Taylor Call out Repairs & Servicing

Terms and Conditions

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: 64 Riverside Road, Sidcup, Kent DA14 4PU

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.

1.4. The term 'Appliance/System' means the nominated mains gas appliance (such as a boiler) and associated system (such as radiators and thermostats) which will have the repair.

1.5. The term 'repair' or 'callout' means the visit in which an engineer will attend to fix the faulty part of the boiler or system as found.

1.6. The term 'annual service' or 'landlords' means the visit where we carry out annual safety checks on the boiler or appliance.

2. Provision of Services

2.1. When the customer has agreed our terms and made an appointment to have an engineer attend the property for a call out repair or service/landlord visit, they have then agreed our call out charge at its current rate + VAT which they will have confirmed to them by phone and email.

2.2. If the boiler or system cannot be repaired on the initial call out visit of 60 mins, the company will then charge the engineer out at 30 mins intervals. If the boiler or system needs further parts a cost will then be quoted to make further repairs as needed. This 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

2.3. The Company will provide a written quote when required. The quote will include the cost of supplying and fitting spare parts as specified. If during the return visit to fit parts, we find any further faulty central heating or boiler components require replacement, the Customer will be provided with an additional estimate for replacement.

2.4. 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 customers property by the operative/engineers if the system is faulty or has developed a fault after the initial repairs has been conducted.

2.5. 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.

2.6. Access to the property is required in order that the call outs may be undertaken. The Company's operatives/engineers are scheduled to arrive at the property within 2-hour timeslots to allow for traffic and over-running of jobs. The Company will not be responsible for the protection or security of the property if the operative/engineer is left alone during the installation.

2.7. The time estimate provided for completion of a repair 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.

2.8. 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.

2.9. The price specified in the quotation does not include the price of removing any additional dangerous waste material such as asbestos that is found.

2.10. 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.

2.11. 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.

2.12. The Company will take all reasonable care to carry out the repairs. However, the Customer accepts that the repairs, 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 repairs. This will be the responsibility of the Customer and is not included in the price unless stated.

2.13. 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.

2.14. 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 will be taken into consideration.

3. Payment

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

3.2. 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.

3.3. All balances are due for payment within 5 days upon commissioning of the gas appliance or system. This relates to the boiler and system working. 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. 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.

3.5. 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.

3.6. 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.

3.7. The Company will commit to the Customer that all quoted works will be completed in full, However, if any part of the repair remains incomplete after the full commissioning of the appliance, the Customer will agree to retain 10% only of the outstanding balance until the date that all works have been completed.

4. Guarantee and Warranties

4.1. The Company guarantees repairs 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. Annual Appliance Servicing

5.1. The company will contact the customer 25 days before an annual service is due if the customer is on our system from previous visits and it will be the customers responsibility to reply to the company to arrange a suitable time and date for the company to carry out a service. The customer will be contacted twice by the company for this to be arranged.

5.2. An annual service should be aimed to be completed around the 12-month anniversary but we do allow a 25-day window for it to be done before or after the anniversary date.

5.3. If the annual service is missed by the customer this is their responsibility.

5.4. Due to regulation changes if we need to carry out any works to get the boiler to meet these regulations through upgrade work, a quotation will be made and sent.

5.6. If the boiler or system is deemed unsafe the boiler will be switched off and made safe in line with current regulations.

5.4. In periods of high demand for our services (such as cold weather), we will prioritise breakdowns and may need to rearrange your annual service. We will make this clear when you

contact us initially to book a service visit if we are experiencing a high amount of breakdown call outs.

6. Landlords Gas Safety Check

6.1. The company will contact the landlord or tenant 25 days before a landlord's is due if the customer is on our system from previous visits and it will be the customers responsibility to reply to the company to arrange a suitable time and date for the company to carry out a service. The customer will be contacted twice by the company for this to be arranged.

6.2. A landlord's should be aimed to be completed around the 12-month anniversary but we do allow a 25-day window for it to be done before or after the anniversary date.

6.3. If a landlord's is missed by the customer this is their responsibility. It is also the responsibility of the landlord to supply us the tenants contact information as required.

6.4. A CP12 will be issued to the landlord electronically but can be sent in the post by hard copy if requested.

6.5. Due to regulation changes if we need to carry out any works to get the boiler to meet these regulations through upgrade work, a quotation will be made and sent.

6.6. If the boiler or system is deemed unsafe the boiler will be switched off and made safe in line with current regulations.

7. Cancellation Policy

7.1. 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.

7.2. 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.

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

8. Terms of Use

8.1. 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.

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

9. Your Responsibilities

9.1. The customer must keep us informed of their most up to date contact information for us to keep our database up to date and also to assist us in sending out service reminders.

9.2. Our engineers will only work on your property if there's someone 18 years old or older there at all times during the visit.

9.3. It's the customers responsibility to give us access to the property and to parts of the system we need to work on. If we can't get access to the property, it will be the customers responsibility to arrange another appointment and a wasted call out charge may be charged at £40.00 + VAT. A no access email will be sent to the contact email address we have if we can't access the property.

9.4. The customer gives us full authority to carry out work If they are not at the property when our engineer visits, they must make sure that there is somebody else present who can give instructions to our engineer on their behalf.

9.5. It is the customers responsibility to get consent from any relevant third parties (such as a neighbour) where you and they, for example, share a water supply pipe or driveway.

9.6. The customer must provide our engineers with a safe working environment. In dangerous or unsafe conditions, we won't start or continue doing any work in your home. If we believe there's a health and safety risk, for example: hazardous chemicals, pest infestations, verbal or physical abuse, or harassment, we won't return to finish the work until that risk is gone and may lead to us cancelling your contract. If any asbestos needs to be removed before we can repair your boiler, appliance or system, you'll need to arrange and pay for someone else to remove it and give you a Certificate of Reoccupation which you'll need to show us.

9.7. If the customer wants to use an authorised contact (a son or daughter for example), it will be your responsibility to let the company know who they are so that we can note it on your file.

9.8. If there is any furniture such as cupboards restricting our engineers from gaining access to any parts of the appliance or system it will be the customers duty to make access for the engineers at the time of their visit.

10. Powerflushing

10.1. A Powerflush will be advised to a customer if an engineer has deemed it necessary after carrying out repair works on a boiler or heating system and has proof of magnetite debris.

10.2. A Powerflush normally takes a day and up to 10 rads can be flushed in one working day, additional rads will be charged as per our current rates.

10.3. A magnetic filter will always be recommended at this point and a suitable model will be recommended and added onto the price alongside any further parts.

10.4. If a customer has approached the company and asked us to carry out a Powerflush without us diagnosing the need for a Powerflush we will do so, however if the engineer on the day realises a Powerflush will not cure any problems will we advise the customer on the best course of action and charge our current hourly rate and not charge for the Powerflush unless the customer would like us to carry on regardless.

10.5. If further faults are found, a written quotation will be given.

10.6. The company will not hold any responsibility for any leaks or damage to the system or boiler that occur as a result of the Powerflush due to its age and installation. If any such faults occur and quote will be given for further works as needed.

12. Complaints

12.1. To make a complaint;

Email us at; info@henri-taylor.co.uk

Call us on 0203 722 5095

Write to us at; Henri-Taylor Heating Solutions Limited, 64 Riverside Road, Sidcup, DA14 4PU

We take any complaint seriously and we'll do our best to resolve the issue right away. If we need more time to investigate, we'll let you know and keep you updated.