

Henri-Taylor Heating Solutions Limited

General Terms and Conditions.

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms of services for repairs, servicing and installation works.

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 you accepting to use our services in any capacity.

If you do not agree to comply with and be bound by these Terms and Conditions, you must stop using our services and let us know 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: Unit 15 Swanscombe Business Center, 17 London Road, Kent, DA10 0LH

1.2. The term "Customer" shall mean the person or organisation named on our quoting or invoicing documents for whom the company agrees to carry out works and/or supply materials to.

1.3. The term "Operative/Engineer" shall mean the person/s completing the works on-site on behalf of Henri-Taylor Heating Solutions Limited.

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

1.5. The term 'repair', 'callout' and 'installation' means the visit in which an engineer will attend to fix the faulty part of the boiler or system as found or install a new appliance or part onto the system.

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 for Call Out Repairs, Servicing and Landlords Inspections.

2.1. When the customer has made an appointment to have an engineer attend the property for a call out repair or service/landlord visit, they have then agreed the companies call out charge at its current rate plus VAT which they will have confirmed to them by phone and or by email. Our up-to-date rates can be found on our website under www.henri-taylor.co.uk 'Service rates'.

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 60 min intervals. If the boiler or system needs 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 the quotation). 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 or by paying the deposit required, this will form a legally binding contract between the Company and the Customer where the terms on the document must be followed.

2.3. A quotation will include the cost of supplying and fitting parts and materials as specified. If during the return visit to fit the parts and materials, we find further faulty components that require replacement, the Customer will be provided with an additional quotation for replacement.

2.4. Where the company needs to connect new parts or materials to the Customers existing plumbing or heating system, it will not accept liability for the cost of repairing or replacing pipes and parts to the existing system that subsequently develops faults. This can include but not limited to burst pipes, 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 further fault after the initial repairs has been conducted.

2.5. The Company shall only be bound by quotations given in writing to the Customer and sent by a duly authorised representative of the Company. The Company shall not be bound by any estimates given orally. Estimates and quotes that are provided to customers are at a fixed price and are non-negotiable once works are completed.

2.6. Access to the property is required in order that call outs, service and landlord visits 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 engineer will always endeavour to call ahead where possible also. The Company will not be responsible for the protection or security of the property if the operative/engineer is left alone during works.

2.7. The time/ labour estimate provided for the completion of a repair on a quotation is a best estimate of the likely time scale from the companies experience and will be priced as such. This will form part of an overall FIXED PRICE quotation which will be non-negotiable after works have been completed and invoiced for.

Customers are advised that excessive operational costs can be factored into a quotation, such as collection of materials from suppliers off our normal working areas, extensive parts information retrieval from manufactures or parking restrictions that maybe incurred while at the property.

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. 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

2.9. The price specified in the quotation does not include the price of removing any additional dangerous waste material such 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 to the customer.

2.12. The Company will take all reasonable care to protect the customers property while carrying out repairs. However, the Customer accepts that the removal or dismantling of existing fixtures or fittings may cause damage to the decoration and/or the fixtures and fittings in the property while repairs need to be made and this will not be the responsibility of the company to make good.

The Company will only take responsibility for damage caused by its engineers due to bad workmanship but only what has been caused directly as a result and the customer must allow the company and its insurers to inspect the damage accordingly to come to an agreed resolution on how to rectify any damaged caused.

The company will not take any responsibility for damage that has been caused by any part of material that has failed and this must be taken up with the manufacturer directly by the customer.

2.13. If, after the Company has carried out works and 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 the opportunity of both inspecting such works and carrying out any necessary remedial works if appropriate. The Customer accepts that if they fail 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 and checking on any Terms and Conditions attached to them before accepting and allowing works to be carried out. The official quotation is that with the listed quote ref number. No other documentation will be taken into consideration.

2.15. 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 Kent and reserve the right to add them onto any quotations or invoices produced by the company.

2b. Provision of Services for Installations.

2b.1. The price quoted by the company is open for acceptance within 30 days of the quote being issued to the customer (dates will appear on the 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 or by paying their deposit, this will form a legally binding contract between the Company and the Customer. All prices quoted are subject to finalisation upon technical survey.

2b.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 quotation for replacement.

2b.3. When the customer has agreed our terms by email or by paying their deposit and made an appointment to have an engineer attend the property to carry out the installation works, they have then agreed to our charges, quoted costs and must comply with our payment terms set out on their final invoice, typically 5 days.

2b.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 but not limited to burst pipes, 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 engineers if the system is faulty or has developed a fault after the installation has been conducted that is not directly connected to our works. 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.

2b.5. The Company shall only be bound by estimates given in writing to the Customer and sent by a duly authorised representative of the Company. The Company shall not be bound by any estimates given orally by its staff.

2b.6. 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.

2b.7. 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.

2b.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.

2b.9. 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.

2b.10. The Company will take all reasonable care to protect the customers property while carrying out installations. However, the Customer accepts that the removal or dismantling of existing fixtures or fittings may cause damage to the decoration and/or the fixtures and fittings in the property while installations need to be made and this will not be the responsibility of the company to make good.

The Company will only take responsibility for damage caused by its engineers due to bad workmanship but only what has been caused directly as a result and the customer must allow the company and its insurers to inspect the damage accordingly to come to an agreed resolution on how to rectify any damaged caused.

The company will not take any responsibility for damage that has been caused by any part of material that has failed and this must be taken up with the manufacturer directly by the customer. 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. The company will not make good back to a decorated finish.

2b.11. 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.

2b.12. 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.

2b.13. If, after the Company has carried out the works and 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 they fail to notify the Company as aforesaid then the Company shall not be liable in respect of any defects in the works carried out.

2b.16. If the works specified in the quotation do not cover the cost of an upgraded gas supply to the new appliance from the gas metre. And it is discovered that an upgrade to the gas supply is required during the installation to attain the correct gas pressures at the appliance, the Company reserves the right to provide a further quotation to complete these upgrade works where needed. If the customer declines these further works to be completed, they risk the boiler warranty not being valid and the company will decline to commission the appliance and leave it switched off. If this situation occurs the company still demands payment to be made in full on completion of works as it was quoted and carried out and a document will then be issued to the customer explaining the company's position and what further works are required to fully commission the appliance. The company will not take any responsibility for insufficient gas pressures at an appliance where the gas pipe cannot be viewed in its entirety during the surveying visit.

2b.17. The customer is responsible for screening and confirming their official quotation from the Company. The official quotation is that with the listed reference number and issue date. No other documentation such as the brochure or email correspondence will be taken into consideration.

2b.18. The company will complete a full system chemical flush as part of each installation at no additional cost unless written otherwise. 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 engineer deems that additional flushing will be necessary to effectively further clean the system due to excessive amounts of magnetite, then the customer will be advised and charged further accordingly. The company will reattend on a separate date to complete further flushing at an additional fixed fee.

3. Payment

3.1. A deposit amount or upfront payment of between 25% to 100% of quoted works 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 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 Bank of England base rate of the amount that remains outstanding.

3.4. If the company is doing work at a rented property on behalf of a landlord, the landlord must provide the company with their actual home address and contact details and will be bound by the company's terms and conditions and liable for full payment upon completion of works.

If the company is doing work at a rented property on behalf of a tenant, the tenant will be bound by the company's terms and conditions and liable for full payment upon completion of works.

3.5. Title in the goods will not pass to any Customer but shall be retained by the Company until the final balance for works is paid in full. 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 up to 10% only of the outstanding balance until the date that all works have been completed.

3.8. Any payment requested by the company should be made in full by credit/debit card or Bank Transfer upon receipt of a quotation or invoice. We reserve the right to ask for payment in advance of jobs in some instances and do not accept cash or cheques.

If a finance agreement has been put in a place, the Customer Satisfaction note is to be signed by the customer within 5 days of the works being completed so the finance company can pay Henri-Taylor in a timely manner.

3.9. The company do not accept payments from insurance companies, nor shall it work alongside insurance companies in any situation. When any type of works is booked in and completed, it is the sole responsibility of the named person on the quote or invoice to pay the company any monies owed to it within our normal payment terms of 5 days. If a customer has conducted themselves in bad faith to the company and advises an insurance company is going to pay any outstanding money owed via an insurance claim, we will serve a 30 day notice of payment to the customer named on our invoice and expect full and final payment by such date. If payment is not made a Notice of Action letter will be issued and our normal debt collection process will be followed.

3.10. 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 25% deposit will need to be taken upfront.

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

If a customer would like to take out finance on any 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.

If finance has not been put in a place by the customer prior to works and then is refusing to pay the company its outstanding balance owed, the company will issue a Notice of Action letter and our normal debt collection process will be followed.

3.11. If a customer fails to pay an outstanding balance within our set out payment terms on invoice, the company will then chase payment for a further 5 days, if no contact is made to the company by the customer to arrange payment the company will then chase payment via email, phone and text message on the 10th and 15th day from the original invoice date.

If payment is not arranged by the customer by the 20th day a formal escalation email and letter will be sent to the customer outlining our position and what money is still owed. If no arrangement for payment is made on the 25th day, a Notice Before Action email and letter will be sent to the customer explaining the next stages that will be made by the company and additional costs the customer may incur as a result. The company reserves the right to involve a debt collection company and to raise a Claim for payment by the Money Claims Court service.

3.12. For business customers and or limited businesses, the company reserves the right to have a Director Guarantee for Good and Services Form signed before works have been commenced by the company. This is to ensure that if a limited business defaults on any final balance payments the company may then hold the company guarantor(s) personally liable for any monies owed to the company.

4. Guarantee and Warranties

4.1. The Company guarantees repairs and installations 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 call out fee will at our current rate 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. If a boiler or other component on a quote or invoice has a warranty or guarantee stated as a 'Manufacturers' warranty or guarantee this will be covered by the manufacturers themselves. For example, a boiler may come with a 10 year Manufacturer guarantee which will be upheld by Worcester Bosch directly, as they may be the manufacturer of that given boiler.

The company will not take any responsibility for the upholding of the warranty/ guarantee on behalf of the customer and cannot be held responsible for the working practices of the manufacturer either.

Boiler manufactures warranties/guarantee's do not apply to any other parts of the system unless clearly stated on quotes or invoices.

Manufacturers warranties/ guarantees are not sold at any expense to the customer and any warranty or guarantee offered to a customer will be dependant on the make and model of the part advised at the time. Warranty and guarantee lengths can change depending on seasonal offers made by the manufacturer.

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 the company 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. If the service is carried out before the anniversary the original date can be kept if the service is carried out after the anniversary date the new date must be followed going forward.

5.3. If the annual service is missed and causes any issues such as a void in the warranty or subsequent call out visit, this is the customers responsibility and not the companies.

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 to the customer.

5.6. If the boiler or system is deemed unsafe the boiler will be switched off and made safe in line with current regulations set out by the Gas Safe Register.

5.7. 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. If the landlords is carried out before the anniversary the original date can be kept, if the service is carried out after the anniversary date the new date must be followed going forward.

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 tenant's 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 set out by the Gas Safe Register and the landlord and tenant will be informed.

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 to assist us in sending out all relevant types of information to the customer when required.

9.2. Our engineers will not work in your property if there are any minors present unsupervised by an adult of 18 years or older.

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 £45.00 + VAT. A no access email will be sent to the contact email address 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, aggressive animals or verbal or physical abuse. We won't return to finish the work until that risk is gone and may lead to us cancelling your works. 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 the company.

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 customer's duty to make access for the engineers at the time of their visit.

10. Powerflushing and Chemical Flushing

10.1. A Powerflush or Chemical Flush 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 flush 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 which can be found on www.henri-taylor.co.uk under 'Service Rates'.

10.3. A magnetic filter will always be recommended if practical to install 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 it to carry out a flush without it diagnosing the need for a flush first, we will do so. However if the engineer on the day diagnoses that a flush will not cure the intended problem and further works are needed, we will advise the customer on the best course of action, quote for further works and charge our current hourly rate for the time spent at the property and not charge for the flush. If the customer would like us to carry out the flush regardless instead of our hourly rate, we will do so but still send a quotation for further works as needed.

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

12. Complaints

12.1. To make a complaint please follow our complaints procedure found on our website at www.henri-taylor.co.uk or email us at- info@henri-taylor.co.uk

You can also write to us at –

Henri-Taylor Heating Solutions Ltd,
Unit 15 Swanscombe Business Center,
17 London Road,
Kent,
DA10 0LH

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 as per our complaints procedure.

Signed by Director-

Steve Taylor

01.04.2024