

# Terms & Conditions

Please read these before you sign the Document.

## Definitions

Wherever these words and phrases appear in the Document, they will always have the following meaning:

- |                   |   |
|-------------------|---|
| (a) The Customer  | The person(s) responsible for The Appliance or any person acting on their behalf.   |
| (b) The Company   | Ron Law Central Heating Services or any person acting on their behalf.  |
| (c) The Document  | Any agreement, invoice, credit note or other transaction between The Customer and The Company.  |
| (d) The Appliance | The central heating boiler including it's associated controls, hot water cylinders, water storage tanks, gas fires, cookers, hobs, pipework, radiators or any other item that The Customer has requested The Company to service, inspect or repair. |
| (e) Installations | The fitting, altering or replacement of Appliances.   |

## (1) Governing Law

- a. All Documents including these Terms & Conditions shall be governed by English Law unless otherwise stated.

## (2) Scope

- a. These Terms & Conditions are effective from 1st July, 2006.
- b. These Terms & Conditions revoke any previous Terms & Conditions set out by The Company.
- c. These Terms & Conditions are subject to change without notice.
- d. These Terms & Conditions are not negotiable.

## (3) General

- a. The Company reserves the right to refuse to work on The Appliance, if The Customer's property is unhygienic.
- b. The Company reserves the right to refuse to attend to any of The Customer's appliances if The Customer is abusive to The Company.
- c. The Company reserves the right to refuse to attend to any of The Customer's appliances if The Customer has an outstanding balance.
- d. Invoices issued to The Customer by The Company must be paid to The Company in full on the day of the appointment, unless The Customer has a valid credit account with The Company and that such an account is not in arrears, or on the day of completion in the case of an installation (clause 17e)
- e. The Company will not be held responsible for any damage that may occur to The Customer's property and/or contents whilst carrying out work on The Appliance, unless it is a direct result of the Company's negligence. The Company will make every effort, however, to minimise the risk of any damage to The Customer's property and/or contents wherever possible.
- f. The Company will not be held responsible for The Customers pain, suffering, and discomfort or similar, how so ever caused as a result of The Appliance malfunctioning.
- g. The Company reserves the right to take photographic evidence of The Appliance and/or Customer's property where necessary, including, but not limited to, awkward, dangerous or sub-standard installations, unhygienic conditions, etc.

## (4) Complaints

- a. Any complaint regarding The Company must be sent in writing to the above address. Complaints will not be dealt with over the telephone.
- b. The Company will endeavour to reply to The Complaint within fourteen days.

## (5) Charges

- a. A list of The Company's current charges is available on request.
- b. The Company reserves the right to charge The Customer a nominal fee for administrative purposes including, but not limited to, reminder letters, telephone calls and letters regarding 'Returned' or cancelled payments etc.
- c. The Company reserves the right to charge The Customer interest on any outstanding balance.
- d. The Company reserves the right to initiate the use of Debt Collection Agencies and/or issue Court Proceedings without notice in the event of payment failure by The Customer.
- e. The Company reserves the right to advise other similar companies of any outstanding balance owed to The Company by The Customer, should such companies request it, at the discretion of The Company.
- f. The Company reserve the right to charge The Customer for any expenses incurred in visiting The Customer's property including, but not limited to, parking charges, telephone calls, toll charges, parking fines (should The Customer's property not have adequate and reasonable parking access), etc.

(6) Parts

- a. The Company will endeavour to carry an extensive range of spare parts for The Appliance.
- b. Where a repair to The Appliance is likely to cost in excess of £100.00, The Company will seek permission from The Customer before commencing with the repair.
- c. Should The Customer decline any repair, The Customer agrees to pay The Company any charges incurred as a result of diagnosing the fault.
- d. The Company will not be held responsible for any charges incurred by The Customer as a result of waiting for spare parts, or revisiting the property in order to fit such parts.
- e. All parts fitted remain the property of The Company until paid for in full.
- f. The Company reserves the right to remove any parts fitted without notice in the event of payment failure by The Customer. Under such circumstances, The Company will not re-instate The Appliance to its previous condition, but will ensure that The Appliance is left in a safe condition.
- g. The Company reserves the right to charge The Customer any expenses incurred by The Company as a result of The Customer cancelling an order for parts after the Job Sheet has been completed and returned to The Company. Such expenses include, but are not limited to, carriage costs, restocking fees etc.

(7) Warranty

- a. All parts fitted by The Company carry a twelve month warranty, unless otherwise stated.
- b. Any warranty offered in excess of twelve months, will be void if the Customer does not comply with any recommendations by the Appliance Manufacturer with regard to regular servicing and maintenance of the Appliance.
- c. The Company reserves the right to void any such warranty in the event of tampering, abuse or modifications by The Customer or any third party.
- d. Any warranty shall be deemed void if the Customer or any third party should remove or tamper with our sealing label, where such label has been fitted.
- e. The Company reserves the right to void any such warranty if The Customer declines any further work on The Appliance which The Company makes The Customer aware of, including, but not limited to, power flushing, replacing seals, gaskets and such like, which may jeopardise the reliability of any parts fitted.
- f. The Company reserves the right to void any warranty in the event of payment failure.

(8) Estimates

- a. The Company will endeavour to provide The Customer with an estimate within fourteen days of The Customers request.
- b. Should The Customer accept the estimate, The Company will arrange for the work to be carried out at a mutually convenient time.
- c. Whilst every effort will be made by The Company to carry out the work as per the estimate, The Company reserves the right to charge The Customer any additional expense incurred by The Company. The Company will inform The Customer of such eventualities.

(9) Appointments

- a. The Company will, wherever possible, visit The Customer's address between the times specified by The Company when the appointment was made.
- b. The Company will not be held responsible for any charges incurred by The Customer as a result of making or attending an appointment.
- c. The Company will not be held responsible for any charges incurred by The Customer as result of The Company cancelling an appointment.
- d. The Company reserves the right to cancel an appointment at any time. Wherever possible, The Company will endeavour to notify The Customer of the cancellation as early as possible.
- e. The Company reserve the right to charge for phone calls and for time waiting to gain entry to The Customer's property when an appointment has been made.

(10) The Appliance

- a. Should The Appliance be inaccessible, or, in the opinion of The Company, be unsafe to work on, The Company reserve the right to charge The Customer a nominal fee for an aborted call. The Company will provide The Customer a solution to such a problem wherever possible.
- b. Should The Appliance be awkward to work on due to its location, and/or minimum clearances as specified by The Appliance Manufacturer not be adhered to, The Company reserve the right to charge The Customer an access fee in addition to any other charges.
- c. The Appliance must be installed in accordance with the Manufacturers Instructions and comply with current Gas Safety (installation and use) regulations.
- d. Where The Appliance is fitted with a safety valve, the discharge pipe from such a valve must be fitted in accordance with The Appliance manufacturer's instructions. The Company will not be held responsible for property damage or personal injury caused by The Appliance discharging from the safety valve when the pipework from the safety valve is either incorrect or missing.
- e. There must be an adequate source of light around The Appliance.

- f. The Company will not be held responsible for any damage to the appliance casing including, but not limited to dents, scratches or breakages.
- g. There must be a suitable means of isolating the power supply to The Appliance, and such an isolation switch should be within easy reach of The Appliance. Suitable isolation switches include
  - i. A double pole fused isolator switch with a minimum contact break of three mm, fused at three amps.
  - ii. A standard three pin plug in an un-switched power socket. The plug to The Appliance must be fused at three amps.

(11) Appliances in Lofts

- a. Where The Appliance is installed in a loft/roof space The Customer must ensure that the following provisions are made prior to making an appointment.
  - i. The Appliance must have a suitable, permanent access ladder with at least one handrail.
  - ii. The route from the loft opening up to and around The Appliance must be properly and securely boarded out with boards made for this purpose. Loose boards/doors and the like are not considered appropriate.
  - iii. The loft opening must have a guard around three sides.
  - iv. There must be adequate light along the route from the loft opening up to and including around the area of The Appliance.
  - v. There must be a suitable way of isolating the power supply to The Appliance, and such an isolation switch must be within easy reach of The Appliance.

(12) Insurance Policies

- a. The Customer agrees to abide by the Terms & Conditions of any Insurance Policy for The Appliance.
- b. Wherever possible, The Company will advise The Customer when repairs to The Appliance are not likely to be covered by the insurance policy.
- c. The Customer agrees to pay The Company for any work carried out on the appliance plus additional charges if necessary, should the insurance policy not cover the work carried out or the insurance policy prove to be invalid.
- d. The Company agrees to claim for work carried out on The Appliance directly from The Appliance's insurance policy, where such an arrangement has been made between The Company and The Appliance's insurance company.
- e. The Customer agrees, where necessary, to seek authorisation from the insurance company of The Appliances insurance policy, where such authorisation is required under the Terms & Conditions of The Appliances insurance policy. Failure to do so will result in either an Aborted Call as specified in paragraph (10a), or any work carried out to The Appliance being chargeable to The Customer, at the discretion of The Company.

(13) Manufacturer's Warranty

- a. Where The Appliance is covered by the Manufacturer's Warranty, The Company agrees to carry out any repairs necessary to The Appliance under the Terms & Conditions of the Manufacturer's Warranty.
- b. The Customer must obtain authorisation from The Appliance manufacturer before contacting The Company. Failure to do so will result in either an Aborted Call as specified in paragraph (10a), or any work carried out to The Appliance being chargeable to The Customer, at the discretion of The Company.

(14) Landlord Safety Certificates

- a. The Customer is responsible for making an appointment for The Company to arrange annual Landlord Safety Certificates for all Appliances owned by The Customer in all properties that The Customer has rented out to tenants.
- b. The Company will not be held responsible for the malfunctioning of The Appliance(s) before, during or after the Landlord Safety Check.
- c. If, during the Landlord Safety Check, The Company diagnoses a fault on The Appliance(s), The Company will make The Customer aware of the approximate cost of the repair before proceeding, unless The Appliance is covered by a current, valid insurance contract by The Customer whereby The Company can claim for the repair in accordance with the Terms & Conditions of the Insurance Policy.

(15) Breakdown

- a. In the event of The Appliance malfunctioning, The Customer agrees to pay The Company the cost of parts, labour and any other expenses incurred by The Company to affect repairs to The Appliance.
- b. In the event of The Appliance being covered by a current, valid insurance policy, The Customer agrees to abide by all elements contained within paragraph (12) above.
- c. The Company will make The Customer aware of the approximate cost of the repair before proceeding, unless The Appliance is covered by a current, valid insurance contract by The Customer whereby The Company can claim for the repair in accordance with the Terms & Conditions of the Insurance Policy.
- d. Should The Appliance fail within one month of the repair, The Company will re-visit The Appliance at the request of The Customer providing The Customer does not have an outstanding balance. Should a repair be necessary, The Company will affect such a repair in accordance with paragraph (15c). above. Where The Appliance is not covered by a current, valid Insurance Policy, The Company will not charge The Customer a Call-out/Diagnosis fee unless The Customer was made aware of such a fault during a previous visit and declined the repair. The Company will charge The Customer the cost of parts, labour and VAT at the prevailing rate.

(16) Servicing

- a. The Company, where possible, will advise The Customer when The Appliance is due for Servicing
- b. The Customer is responsible for making an appointment for The Company to arrange annual servicing of The Appliance, as and when required, as specified by The Appliance Manufacturer.
- c. The Company will service The Appliance in accordance with The Appliance Manufacturers Instructions
- d. The Company will not be held responsible for the malfunctioning of The Appliance before, during or after the service.
- e. Should The Company need to isolate the electricity supply to the property or The Appliance, either in full or in part, The Company will not be held responsible for the malfunctioning of time clocks or other electrical devices including, but not limited to, burglar alarms, microwave ovens, alarm clocks, timers, programmers etc.
- f. If, during the service, The Company diagnoses a fault on The Appliance, The Company will make The Customer aware of the approximate cost of the repair before proceeding, unless The Appliance is covered by a current, valid insurance contract by The Customer whereby The Company can claim for the repair in accordance with the Terms & Conditions of the Insurance Policy.
- g. Should The Appliance fail within one month of the service, The Company will re-visit The Appliance at the request of The Customer providing The Customer does not have an outstanding balance. Should a repair be necessary, The Company will affect such a repair in accordance with paragraph (16f). above. Where The Appliance is not covered by a current, valid Insurance Policy, The Company will not charge The Customer a Call-out/Diagnosis fee unless The Customer was made aware of such a fault during the service and declined the repair. The Company will charge The Customer the cost of parts, labour and VAT at the prevailing rate.

(17) Installations

- a. The Company will provide The Customer with an estimate prior to any Installation.
- b. The Company will require The Customer to sign and return the Acceptance Sheet included with such an estimate prior to ordering materials or commencing an Installation.
- c. The Company reserves the right to charge The Customer a deposit for Installations.
- d. The Company will not be held responsible for damage to any part of the central heating system as a result of draining the system down, unless it is as a direct result of the Company's negligence.
- e. The Customer agrees to pay The Company the total outstanding balance of the Installation when The Company has deemed the Installation to be complete.
- f. The Company reserves the right to remove any or all items from the Installation without notice, in the event of payment failure by The Customer. Under such circumstances, The Company will not re-instate the Customers property to its previous condition, but will ensure that any water and gas pipes are left in a safe condition.
- g. The Company reserves the right to charge The Customer any expenses incurred by The Company as a result of The Customer cancelling an installation after the Acceptance Sheet has been completed and returned to The Company. Such expenses include, but are not limited to, carriage costs, restocking fees etc.

(18) Unsafe Appliances

- a. Should The Company decide that The Appliance is unsafe, The Company will isolate The Appliance in accordance with current Gas Safety (installation and use) regulations.
- b. The Company will not be held responsible for The Customers pain, suffering, and discomfort or similar, how so ever caused as a result of The Appliance being isolated.
- c. The Company will not be held responsible for any expenses incurred by The Customer as a result of isolating The Appliance.

(19) Emails

- a. The Company reserves the right to use your email address to update you of any services and products that we may feel interest to you.
- b. Giving of your email address allows use to send information on services and products we feel may be of interest to you.