

Terms and Conditions

These terms and conditions ('terms') apply to the service and maintenance ('contract') between the person ordering the services ('customer' or 'you') and KD Jones Heating Engineers Limited ('we' or 'us'). Please read these terms carefully before agreeing to the contract as they contain important information.

SERVICES: If you have selected 'standard boiler service' then the contract between you and us entitles you to an annual boiler service only.

We will provide the service you have selected to you in accordance with these terms. **EXCLUSIONS TO THE SERVICE SCHEDULE:** The following services are excluded from our 'standard boiler service':

1. Adjustments to time and temperature controls.
2. Replacement of decorative parts.
3. Any domestic water supply from the hot water cylinder or appliances including taps and showers unless specifically requested.
4. Any cold-water storage cistern, mains water supply, cold water supply pipework.
5. Inherent defects or inadequacy to the original design and installation of the system/appliance(s) not apparent at the initial subject to survey visit, or from visual inspection, and consequential damage or loss arising from defects.
6. Pipework, wiring or flues buried in the fabric of the building including underfloor heating.
7. Any defects or damage caused through malicious or wilful action, negligence, or third-party interference.
8. Any defects or damage caused by fire, lightning, explosion, flood, storm, frost, impact or other extraneous cause.
9. Any defect or damage occurring from a failure of the public electricity, gas or water supplies.
10. Any work arising from hard water scale deposit, system contamination or damage from aggressive water.
11. Removing asbestos associated with repairing appliance or system.
12. Any unvented cylinder or associated unvented system components unless specifically requested.
13. Replacement or repair of thermal stores, immersion heaters or the repair of fan convectors.
14. Replacement of towel rails, Low Surface Temperature and designer radiators, including any associated valves.
15. Replenishment of chemical treatments.
16. Replacement of gas supply pipework.
17. Any increased cost of utilities, loss of water services, loss of earnings, any retrospective cost for items not relating to the repair of the heating components.
18. The cost of any improvements to the heating or hot water systems.
19. Removing sludge from system.
20. Replacing/repairing any steel or iron pipes.

ANNUAL SERVICE: A service engineer will inspect the central heating appliance on an agreed date and clean and adjust them as necessary using reasonable care and skill. Any remedial works actioned or quoted for separately as necessary.

Magnetic Filters: Magnetic filters may leak once they are cleaned. We cannot be held responsible if this occurs.

BOILER AND HEATING/HOT WATER SYSTEM REPAIRS:

We will carry out the specified work in accordance with our quotation, given verbally or by email.

We do not accept liability for other components that may fail before, during or after these works.

The quotation for repairs includes an estimate of time allowed. If the engineers time on site FOR THE SPECIFIED, QUOTED REPAIRS exceeds this time, or is less than the time allowed, no adjustment will be made to the quoted price. Any additional works carried out will be charged at our standard rates.

ACCEPTANCE OF QUOTATION: Acceptance of a quotation for repair, does not imply that it is installed satisfactorily or to current standards or codes of practice or that any spare parts required are guaranteed to be available for the appliance.

LANDLORDS: We will make every reasonable effort to undertake a gas safety inspection at your property. We will also make you aware if we fail to gain access to your tenanted property. KD Jones Heating Engineers Ltd cannot be held responsible if we cannot gain access to carry out your gas safety inspection. It is your legal responsibility as a landlord to ensure that the property has a valid Landlord Gas Safety Record.

INSTALLATION WORKS: You will receive a written or verbal quotation form us to carry out installation of appliances.

1. By placing an order, you are confirming you are the owner of the property detailed in the quotation (or the email confirmation) or that permission from the owner has been granted.
2. The contract is subject to availability of appliance(s), equipment and other materials. Where necessary we will offer a suitable alternative, if available, which will be subject to your acceptance.
3. This price detailed in the quotation includes the supply and installation of all the components and materials required to carry out the work specified unless stated otherwise in these terms and/or the quotation.
- 4.. The price excludes VAT unless otherwise stated. If the rate of VAT changes between the date of the order and the date of delivery or performance, we will adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.
5. We have made an allowance in your quotation price for removing the redundant materials from your property. Should you wish to keep any material, for example the copper cylinder, we will need to make an adjustment to the price detailed in your quotation.

6. The price or prices quoted are valid for 28 days from the date of quotation and are strictly subject to the works being ordered for completion within 90 days of the quotation date. This clause does not apply to special offers which will be subject to variable closing dates, full details of which will be detailed in the offer. Prices are otherwise subject to variation from time to time.

7. You must pay all amounts due to us (including any deposits) in accordance with the quotation. Unless otherwise specified, payment is due immediately on receipt of invoices.

8. Title to goods will not pass to you until we receive payment for the goods in full and cleared funds. If you do not pay all amounts due to us in accordance with the quotation, we may require you upon reasonable notice to return and deliver up goods to us failing which we shall take legal proceedings to recover the goods or their value.

9. If you do not make any payment due to us by the due date for payment, we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Barclays Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

WHAT IS INCLUDED

10. We will carry out the boiler upgrade (if applicable) and central heating improvements as detailed in the quotation.

11. We will deliver the materials for the installation to the customer's property. Whilst we will endeavour to ensure delivery is made on any dates and times specified, delivery dates and times are estimates only. Delivery is made by a third party and in the event of a later delivery, this does not give cause for cancellation of the installation (unless within your cooling off period) and KD Jones Heating Engineers Ltd shall not be liable to you for any loss suffered as a result of late delivery.

PRICE AND PAYMENT: The price payable by you is as notified by KD Jones Heating Engineers Ltd at the time the contract is entered into. The price is exclusive of VAT unless otherwise stated.

EVENTS BEYOND OUR REASONABLE CONTROL: We cannot accept liability for any delays or non-performance of our obligations under this contract as a result of any event or circumstance beyond our reasonable control. Where possible, we will take all reasonable steps to minimise the effect of the delay.

GUARANTEES

We offer a 12 month workmanship warranty. Manufacturers of installed components or appliances may have longer warranty terms, and these must be taken up directly with the manufacturer, on expiration of our 12 month guarantee.

LATE PAYMENT: If you do not make payment to us when it falls due we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Barclays Bank from time to time. This interest shall accrue on a daily basis from the date the payment falls due until the

date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount. LIABILITY: If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable (but we do not exclude or limit in any way our liability to you where it would be unlawful to do so). We will make good any damage to your property negligently caused by us while providing services. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services (e.g. damage caused by water leaks).

OTHER IMPORTANT TERMS: The following other terms apply to the contract between us: 1. We may transfer our rights and obligations under these terms to another organisation but we will contact you to let you know if we plan to do this. 2. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. 3. This contract is between you and us. No other person shall have any rights to enforce any of its terms. 4. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. 5. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts. 6. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.