

# Terms and Conditions

These Terms and Conditions (“T&Cs”) govern the basis on which all services and supplies shall be provided by Quality Boilers from Masterheat, its operatives and/or engineers.

For the purpose of these T&Cs the following words shall have the following meanings:

- (a) “The Company” shall mean Masterheat.
- (b) “The Customer” shall mean the person or organisation for whom the Company agrees to carry out works and/or supply materials.
- (c) “The operative” or “engineer” shall mean the representative of the Company.

1. The Company reserves the right to refuse or decline work at its own discretion. Where the Company agrees to carry out works for the Customer those works shall be undertaken by an operative of Company at its absolute discretion.

2. Unless agreed otherwise, the total charge to the Customer shall consist of the cost of materials supplied by the Company and the amount of time spent by the operative in carrying out works (including all reasonable time spent in obtaining un-stocked materials) charged in accordance with the Company’s current hourly rates. Costs exclude VAT which will be added to the final invoice.

3. All calls, voicemails and text messages to and from the Company may be recorded, logged and stored.

4. Where a written estimate has been supplied to the Customer, please note that this is an estimate only and it may be materially revised in the following circumstances:—

- (i) if after submission of the estimate the Customer instructs the Company (whether orally or in writing) to carry out additional works not referred to in the estimate;
- (ii) if after submission of the estimate there is an increase in the price of materials;
- (iii) if after submission of the estimate it is discovered that further works need to be carried out which were not anticipated when the estimate was prepared; and if after submission of the estimate it is discovered that there was a manifest error when the estimate was prepared.

Please further note:

(a) Chemical treatment of central heating pipe work carries a slight risk of opening old leaks on the system. This cannot be covered by any estimate that does not expressly include such remedial work. The Company insurance policy does not cover any damage or additional costs associated with any such related leak.

(b) The conversion of an open vented heating system to a sealed type (required by certain boilers) puts the system under slightly higher working pressures. This can lead to the failure of radiators and hot water cylinders. This shall not be deemed the responsibility of the operative or the Company. Should such a failure occur additional works may be required.

(c) The installation of unvented boilers, cylinders or similar appliances requires notification to the local building authority. It is the Customer’s responsibility to make this notification save that the Company may, where agreed and subject to a reasonable administration fee, provide notification on the Customer’s behalf.

(d) The Company can dispose of waste for the Customer by prior arrangement subject to additional charges which may vary depending on the type and volume of waste.

(e) The costs for servicing a boiler or other appliance do not include repairs that may be required.

(f) Where parking and congestion restrictions apply, the Customer is responsible for providing parking permits/vouchers or fees unless otherwise expressly agreed with the Company. Where local meters/"Pay and Display" do not offer the required time period and/or where such arrangements are not made the Customer will be liable to pay any parking fine or penalty, and any parking fine, penalty or other charge may be added to the invoice for any works carried out.

(g) All gas installations will be tested for leaks prior to the commencement of any related works. The Company is unable to work with a gas installation if it does not comply with Gas Safety (Installation and Use) Regulations 1998. This includes working gas pressures. Gas pipe work must conform to BS6891 and be sufficiently sized to suit the installation. Unless otherwise stated,

upgrading of gas supplies is classed as additional work and charged accordingly.

(h) Where the involvement of an emergency service is necessary (for example, National Grid), it may not be possible for the engineer to remain on site for their arrival. It is the responsibility of the landlord/owner/tenant to allow access required by the service in question.

(i) The Company can not provide an emergency service. The Company can not guarantee the time of response, including in relation to warranty issues.

The Company will use reasonable endeavours to send an engineer as soon as possible.

(j) EC/UK employment laws, Health and Safety at Work Act and concomitant legislation supersede any offer or statement made with respect to any estimate or invoice.

5. Invoices are due for payment immediately upon delivery to the Customer. Any part of that invoice which remains unpaid shall carry interest of 8% over the base rate until payment in full is received by the Company. Further, in the event of delayed or non-payment of charges the Company reserves the right to charge reasonable administration fees incurred for pursuing payment.

6. 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 reasonable endeavours to ensure that the operative shall attend on the date and 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.

7. The Customer shall accept sole liability to discharge the Company's account unless he/she discloses to the Company when initially instructing the Company to carry out work and/or supply materials that he/she is fully authorised and acting on behalf of a third party (including without limitation a company or partnership).

8. If the Customer cancels their instructions prior to any work being carried out or materials supplied then the Customer shall be liable for any related expenditure incurred by the Company for the purposes of carrying out the previously instructed work.

9. 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 12 months 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/she fails to notify the Company as aforesaid then the Company shall not be liable in respect of any defects in the works carried out.

10. Any guarantee provided by the Company shall be for labour only in respect of faulty workmanship for 12 months from the date of completion with the manufacturer's warranty in force. The guarantee will become null and void if the work/appliance completed/supplied by the Company is:

(a) subject to misuse or unlawful damage; or

(b) repaired, modified or tampered with by anyone other than a Company operative.

11. The Company will accept no liability for, or guarantee suitability of, materials supplied by the Customer and will accept no liability for any consequential damage or fault.

12. The Company will not guarantee any work in respect of blockages in waste and drainage systems etc. The company will not guarantee any work undertaken on instruction from the customer and against the written or oral advice of the operative. Work is guaranteed only in respect of work directly undertaken by the Company and payment in full has been made. Any faults arising from recommended work which has not been undertaken by the Company will not be guaranteed.

13. The Company shall not be held liable or responsible for any damage or defect resulting from work not fully guaranteed or where recommended work has not been carried out. Work will not carry a guarantee where the Customer has been notified by the operative either orally or in writing of any other related work which requires attention. The Customer shall be solely liable for any hazardous situation in respect of GSIU Regulations or a Gas Warning Notice issued.

14. Where the Company agrees to carry out works on installations of inferior quality or over ten years old at that date no warranty is given in respect of such works and the Company accepts no liability in respect of the effectiveness of such works or otherwise.

15. If during the course of any works being undertaken by the Company, asbestos or suspected asbestos containing materials are discovered, it shall be the responsibility of the customer to have such materials tested and removed if necessary before any further works are carried out by the company.

16. Any redecorating required as a result of works undertaken by the Company is the responsibility of the customer unless explicitly stated in writing. If the work requires the removal of floor coverings and/or floorboards, such removal and reinstatement shall be the responsibility of the customer. If the customer requests the Company to remove and/or reinstate floor coverings and/or floor boards the Company will accept no liability for any damage occurring to the said floor coverings and/or floorboards. Where making good is required the Company agrees to do so in order to maintain the integrity of the building fabric but does not guarantee to match existing brickwork or finishing.

17. These T&Cs may not be varied or modified in any manner except in writing by a duly authorised representative of the Company and by the Customer, save where otherwise required by law. Further, these T&Cs shall prevail over any terms and conditions used by the Customer or contained or set out or referred to in any documentation sent by the Customer to the Company; by entering into a contract with the Company the Customer agrees irrevocably to waive the application of any such terms and conditions.

18. Title to any goods, supplied by the Company to the Customer shall not pass to the Customer but shall be retained by the Company until payment in full for such goods has been made by the Customer to the Company. Until such time as title in the such goods has passed to the Customer:

- (i) the Company shall have absolute authority to repossess, sell or otherwise deal with or dispose of all any or part of such goods in which title remains vested in the Company;
- (ii) for the purpose specified in (i) above, the Company or any of its agents or authorised representatives shall be entitled at any time and without notice to enter any premises in which goods or any part thereof is installed, stored or kept, or is reasonably believed so to be; and

(iii) the Company shall be entitled to seek a court injunction to prevent the Customer from selling, transferring or otherwise disposing of such goods.  
Notwithstanding the foregoing, risk in such goods shall pass on delivery of the same to the Customer, and until such time as title in such goods has passed to the Customer, the Customer shall insure such goods to their replacement value and the Customer shall forthwith, upon request, provide the Company with a certificate or other evidence of such Insurance.

19. The Company shall not be liable for any delay or for the consequences of any delay in performing any of its obligations if such delay is due to any cause whatsoever beyond its reasonable control, and the Company shall be entitled to a reasonable extension of the time for performing such obligations.

20. To the extent that any provision of these T&Cs is void, voidable or unenforceable, that fact shall not affect the operation of any other clause, sub-clause or part thereof.