



**The Boiler Engineer Ltd**

## **Terms and Conditions of Business / Engagement of Works**

Please read this document carefully. It contains important information about how we (The 'Company'), aim to provide our services to you (The 'Customer'). It is important that you read the terms and conditions carefully together with your quotation. These will form the basis of Your Agreement with us. If you have any questions, please call us on 01233 633200

### **General Terms and Conditions**

The Boiler Engineer Ltd, will complete all work stated on the quotation provided to you for the fixed price provided. Any work listed on the quotation is considered within the "Scope of Works."

Our quotation is valid for 1 month. After this time, The Boiler Engineer Ltd, may need to amend the quotation to account for changes in material price and/or availability. Any discount code is typically valid for 31 days, unless stated otherwise in writing.

Any pipework or component installed by The Boiler Engineer Ltd, is covered by a comprehensive 12 month labour warranty, from the date of installation. No guarantee can be given as to the integrity or suitability of any of your existing components that our engineer may connect to during the course of the installation (e.g. Radiators, Pumps, Pipework, Showers, and Taps.)

As it is necessary that all pipes are accessible, our engineer's will not normally bury them in solid floors or walls unless requested / discussed. Pipework may be exposed in these situations. Boxing in of pipe-work is not included unless specifically detailed in the quotation. If we remove boxing, we will make every effort to re-install it with care and skill, however, we will not be responsible for any decorating that may be required as a consequence of removing boxing. If boxing is damaged due to structural weakness, the company will not be required to replace the boxing or refit it.

Unless specifically stated, the price we quote does not include the cost of removing any dangerous waste materials, such as asbestos, that we could not reasonably identify when we gave you your quote. You can call a specialist contractor to remove these dangerous materials or we may be able to arrange for them to be removed at an extra cost. When asbestos is removed you will need to produce a 'site clearance for reoccupation' certificate, which you can get from the asbestos removal company, before we can continue to work at your property.

The price we quote includes removing all non-dangerous materials, including your old boiler and central heating parts we replace.

Any time frames we give you are our best estimates and we will do everything we can to keep to those time frames. If there are likely to be delays, we will let you know as soon as possible and agree new time frames with you. The Boiler Engineer Ltd, reserve the right to use additional labour to achieve completion in a



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shorter timeframe where necessary. Time is not considered to be the essence of the contract, and the price of the works shall not be affected by time used to achieve completion.

If your installation is delayed, rescheduled or overruns, The Boiler Engineer Ltd, will not be held liable for any potential loss of earning, annual leave or time away from work.

We may need you to lift some floor coverings, including tongue-and- grooved floor coverings, parquet, hardwood, rubber or tiled floors, so we can complete our work. We will give you as much notice as possible if we need you to do this. You can call a specialist contractor to do this work or we may be able to do it for you at an extra cost. If we do any of this work for you we will only be responsible for any unnecessary damage caused directly by negligence. Any flooring will be re-laid to the best of our ability, however you may wish to hire a specialist contractor should you wish to achieve a professional finish.

Our greatest priority is the safety of our customer's and their homes. We will take every care to carry out the work specified without causing damage to your property. If we have to make any cuts or holes to allow for equipment, you will be made aware ahead of time. Any cuts or holes made will be filled, but not permanently finished or redecorated. If we cause unnecessary damage because of negligence we will ensure action is taken in a reasonable timeframe to repair any damage. The company accepts no responsibility for damage which is attributable to structural defect or weakness unless such damage results from negligence.

If your property is a listed building, or a managed property, it is your responsibility to ensure that you have any necessary permissions prior to work commencing. If you do not ensure you have the necessary permissions, you may be prosecuted by any affected party.

You will need to have an adequate gas and electricity supply to your property before we can start the work. We require free use of gas, water and electricity throughout the duration of the works.

We will test your water supply before we start work using a flow cup. The results of this test will be recorded on your quotation, as "Flow Rate", measured in litres. As water supply rates can change, we cannot be responsible for your central heating system failing to work properly because your water supply becomes inadequate or keeps changing, unless we were negligent in the manner by which we tested your water pressure. Where combination boilers are supplied, it is not uncommon to find that hot water flow rates are reduced if more than one tap or outlet is used simultaneously. This is characteristic of combination boilers and is not considered a fault or defect.



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### **Guarantees and Warranties**

The boiler itself will be registered by us, and guaranteed by the manufacturer. The manufacturer's guarantee may be up to 2-12 years depending upon the manufacturer and model of the boiler. The validity of the manufacturer's guarantee will be subject to the boiler being serviced every 12 months by a Gas Safe / Oftec registered engineer holding the relevant qualifications to service the appliance.

### **Deposit**

The Boiler Engineer Ltd, take up to a 30% refundable booking deposit in order to secure an installation date. Should you wish to cancel your installation prior to the date of commencement, this deposit will be returned to you in full.

### **Novuna Personal Finance Options**

If you opt to use our third-party finance provider Novuna Personal Finance to pay for your new boiler, your finance application must be accepted by them with funds in place prior to any installation date being confirmed. The Boiler Engineer Ltd, are not able to offer finance options/applications on installations that have already commenced.

If you opt for an interest-bearing loan only with our third-party finance company, Novuna Personal Finance, the deposit is optional.

You will have a 14-day cooling off period to cancel any finance agreement in place with Novuna Finance in accordance with FCA Regulations.



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### **Charges and Balance Settlement**

**Normal hours:** charges are 8am-5pm and with a one-hour minimum charge and thereafter in 30-minute units. Some work can be carried out on Estimate or fixed price quotation. Return visits to carry out a repair are charged purely on the amount of time the engineer is at your property unless we have gone to collect the parts on the same day to carry on the repairs.

**Out of normal hours:** charges are during Mon/Fri 5pm-8am and Sat-Sun-Holidays are charged double the normal charges, out of hours is only when we are available.

**Our Rates:** We charge a minimum of one hour on all jobs/visits, thereafter work is charged in 30-minute increments, a returning visit/appointment will be charged also at a minimum of one hour (most other companies only charge in whole hours). Rates exclude materials but prices are shown as VAT inclusive.

Example: You call us to explain you have a leak. Our engineer arrives and spends 40 minutes locating the leak or fault. If he can repair and it falls within the first hour, you will be invoiced for one hour plus Materials.

If a part is required to be ordered? You will be charged one hour for the first visit to identify the problem and part will be ordered with you confirming the cost of the parts. When part arrives from Supplier and a return visit is made, if it takes 20 minutes you will then be charged for an additional 60 minutes minimum (thereafter 60 minutes, if required charged at 30-minute increments).

**Estimates:** can be provided by the engineers before work commences, based only as an estimate not fixed price.

**Fixed Prices Quotes for some works:** can be given if requested either verbal or a written quotation by our Office before work commences.

**Materials supplied:** by The Boiler Engineer Ltd will be charged at trade price plus 20% mark up and are subject to VAT. We will use customer supplied materials were agreed prior to work commencement. However, customer supplied materials are NOT covered by our warranty Terms and Conditions. A copy of our T&Cs will be supplied upon request.



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**Material Collection:** time for us collecting parts same day from a wholesaler of non van stock items will be kept to a minimum but is chargeable for our time. Our Engineer will always obtain permission before leaving to collect parts or materials.

The Job Sheets / Certificates / Invoices: as presented will clearly show a description of work carried out, these are emailed and upon request posted.

**Payment:** Final payment is due on satisfactory completion of the job and/or within 14 days from the date of this invoice, Unless A Suitable Credit Agreement Has Been Arranged.

Unfortunately, we do not accept credit cards

Payment Accepted by Debit Card, BACS, or Cheques Made Payable To "The Boiler Engineer Ltd"

Whilst we make every effort to ensure your property is protected, there are times when accidents do occur, should any repair works be necessary following any damage to your property, you may withhold a maximum of 10% of remaining balance until completion of any repair work. Once any repair works are completed, the remaining balance shall be settled in full.

If you do not settle your outstanding balance immediately following the installation and are in receipt of heating and hot water, you may incur late payment charges and your credit file could be affected.

### Your Right to Cancel

You may cancel this agreement at any time prior to the commencement of works as long as you let us know by calling 01233 633200. Should you be unable to reach us by telephone, we ask that you please give us advanced warning in writing, by emailing [info@theboilerengineer.co.uk](mailto:info@theboilerengineer.co.uk)

If you cancel your agreement after work has commenced, we will charge you reasonable costs for any work already carried out and/or any goods already installed into your premises. We consider work commencing on the morning of the agreed installation date.

If you cancel your finance agreement with Novuna Personal Finance within the 14-day cooling off period but the installation of your new boiler has begun, you will be liable to settle the full balance of the account immediately on completion of the works.



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## **Our Commitment to You Policy**

We always strive to provide the best service and products for our customers. However, on rare occasions, we recognise that there may be times where our customers may not be completely satisfied.

To ensure we are able to put things right as soon as we can, please read our complaints procedure below.

In the unlikely event there is anything you are not completely satisfied with, please contact us so that we may rectify any problem as soon as possible. We ask that you call us on 01233 633200 if the problem is urgent, or email us via [info@theboilerengineer.co.uk](mailto:info@theboilerengineer.co.uk)

Your complaint will be handled in the following manner:

We will acknowledge your complaint promptly.

We will endeavour to contact you either by telephone or email to discuss your complaint and agree a way forward within 2 days, if not sooner.

We will endeavour to send a final response to you within 7 days of receipt of your complaint, if not sooner. If we are unable to provide you with a final response within this time frame, we will contact you explaining why and advise you when you can expect a final response.

If more than 12 weeks from the date of your complaint has passed and you haven't received a final response, or you are dissatisfied with the final response you have received (at any stage of the process) you have a right to contact the Dispute Resolution Ombudsman.



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### **The Dispute Resolution Ombudsman**

If your complaint does not relate to a financial product, you may contact The Dispute Resolution Ombudsman. The Dispute Resolution Ombudsman will not normally consider your complaint unless the following action has been taken by us:

If we have not dealt with your complaint within 3 months of receiving it in writing, then you may refer your complaint direct to Dispute Resolution Ombudsman.

If we have provided you with our final decision and you are still dissatisfied, you can contact Dispute Resolution Ombudsman with details of your complaint.

Dispute Resolution Ombudsman

Maxwell Road

Stevenage

Herts

SG1 2EW

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