

# Warm Glow

GAS, HEATING & PLUMBING



**Please read the following terms & conditions carefully as they will tell you everything you need to know about the agreement you will enter into once you accept a quotation for Warmglow Heating Ltd to install central heating equipment, carry out installation of appliances and maintain gas appliances in your home.**

1. The price quoted is open for acceptance within 30 days providing that the work can be commenced within 90 days (excluded quotes for repairs to gas appliances or central heating), both periods being from the date of the quotation. If you decide that you would like us to commence work after this time, we will let you know if there has been a change in the price requiring a revised quotation and the reasons why.
2. Warmglow Heating Ltd shall quote the cost of installing/repairing central heating equipment or gas appliances as discussed with you and/or specified in the quotation form. Once you have accepted this quotation Warmglow Heating Ltd undertake to carry out all the work necessary to complete the work described in our specification and this quotation subject to the conditions below.
3. Warmglow Heating Ltd will carry out the whole of the work specified in this quotation at the price quoted but any variation or additional requested by you and carried out by Warmglow Heating Ltd including variations the necessity of which becomes apparent after work commences, will be subject to an additional charge. We will need to access your home at all times during installation/repair.
4. The time estimate provided for completion of installation is our best estimate of the likely time scale prior to commencement of the installation, and we cannot accept liability for any cost, losses or expense of whatever nature incurred by you as a result of any delays.
5. The price specified in the quotation does not include the price of removing any dangerous or hazardous waste material as required under section 19 of the landfill regulations or Waste electrical equipment regulations found when installing/repairing/maintaining your central heating/ gas appliance. This will be subject to an additional charge.
6. If you are a tenant, you will need your landlord's permission to carry out the work covered by this quotation/invoice. Warmglow Heating Ltd will assume that you have obtained such permission. Warmglow Heating Ltd shall not have any liability for any loss or damage however arising from failure to obtain such permission.
7. Your order is accepted subject to the condition that you are responsible for ensuring that there is an adequate gas supply to the dwelling prior to the commencement of the work. We can put you in touch with Transco to arrange this if necessary. Where Warmglow Heating Ltd states "fitted to point" it means to a suitable gas point within 1.5 metres of the position to which the appliance is to be fitted. Any extra pipe work or alterations to fire openings, flue, cabinetry etc. will be at extra cost to you. Where such a supply is not laid or fire openings or cabinetry require alteration to enable work to commence within 90 days of the date of the quotation, Warmglow Heating Ltd reserve the right to cancel your order and Warmglow Heating Ltd shall not have any liability for any costs, loss or damage arising from such a cancellation.

# Warm Glow

GAS, HEATING & PLUMBING



8. All fitted furniture, carpets, linoleum and special types of flooring, for example, tongue and groove parquet, hardwood, rubber or tiled floors must be removed as required by Warmglow Heating Ltd and you shall be responsible for their replacement when the work is completed. In many cases, this removal and replacement is best left to a specialist contractor and you should seek advice accordingly.

9. The work will be carried out in a professional manner but Warmglow Heating Ltd cannot be held liable for any damage unavoidably caused to decorations, fittings and the like as a result of installing/maintaining any new or existing equipment as specified in the quotation or removing, replacing or disturbing existing pipe work, appliances, tanks, cylinders or other fixtures and fittings.

10. Where Warmglow Heating Ltd needs to connect new equipment to your existing central heating system it shall not be liable for any breakdown or poor performance of or damage caused to your existing system as a result of faulty pipe work or some other defect or malfunction of your central heating system.

11. Warmglow Heating Ltd cannot accept liability for any deterioration in the performance of the central heating system caused by fluctuations in the water pressure provided by your water supplier.

12. Warmglow Heating Ltd shall not have any liability for any failure to perform its obligations under this quotation/invoice if it is prevented from doing so by causes reasonably beyond its control, including unforeseen circumstances, such as industrial disputes, strikes, lock-outs, fire, accidents, war or problems with the fabric of the building including the roof, or problems with goods being delivered on time by a third party.

13. Warmglow Heating Ltd shall not have any liability for any indirect, special or consequential loss or damage or loss of profit with the exception of damage for death or personal injury. The total liability of Warmglow Heating Ltd under this agreement shall not exceed the price paid. Further, should any additional work be required as a result of such unforeseen circumstances, you will be responsible for meeting the costs of such work.

14. To complete your central heating/gas appliance installation/maintenance/repair as quickly as possible, Warmglow Heating Ltd may need to use sub-contractors. Warmglow Heating Ltd will ensure high standards of work are by approved sub-contractors. For your security, all contractors will have suitable identification.

15. All work carried out by Warmglow Gas, Heating and Plumbing, carries a full 12 months guarantee (only where materials and appliances are supplied by Warmglow Gas, Heating and Plumbing), except servicing/maintenance /repair work which is guaranteed for 28 days. Any parts, equipment or components supplied by the company will be covered by their respective manufacturer's warranty.

16. Should you cancel your order at anytime prior to the commencement of the work, Warmglow Heating Ltd will retain the deposit as a contribution towards any costs which it has incurred or the cost of parts.

17. A quotation/invoice cannot be varied except in writing by Warmglow Gas, Heating and Plumbing.

18. Prices And Payment

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# Warm Glow

GAS, HEATING & PLUMBING



In the absence of any prior written agreement to the contrary, payment of charges are required of our invoice. Failure to make payment within 14 days of the due date will result in the matter being referred to our Debt Collection Agents whose charges will be added to, and payable with the invoice debt. Any prices or rates advised are subject to VAT at the prevailing rate.

18.1 All invoices are due for payment upon satisfactory completion of the works.

18.2 All appointments made for works to be carried out (including fixed price works and estimates) with the company are done so with payment due immediately upon completion / delivery of invoice.

18.3 Where prior written agreement has been arranged for Account Customers with the company, full payment is due within 14 days of the completion of works and delivery of invoice.

18.4 Where any services or works provided by the company is subject to snagging, the customer agrees to make payment of 95% of the total invoice amount immediately following completion of works. The customer must then provide the company access without delay to allow the snagging to be finalised and completed. Payment for the remaining 5% balance will be due following completion of the snagging by the company, or within 14 days of the invoice date should access not be made available – whichever is sooner.

18.5 Where the customer is represented by a third party person(s) or agent(s) (such as a managing agent, landlord, tenant or other occupier, friend, family, contractor or other representative), in the event of non-payment by the customer, the third party will be responsible for full payment unless the company has agreed otherwise in writing prior to any works commencing.

18.6 For any late payments whether in part or in full of an invoice to the company, will be subject to the daily interest rate of 3% over the base rate, until the payment in full is received by the company.

18.7 The company will be under no obligation to provide or issue any guarantees, certificates or other similar documents to the customer for works, unless payment has been made and received in full.

19. Materials and tools held at the Customers premises are the responsibility of the customer to ensure they are safe and secure, any losses of materials on site are chargeable.

20. Any additional work carried out not seen in the original survey will be chargeable at our current chargeable day rates.

21. Completed work may be photographed and used by Warmglow Heating Ltd who own the copyright to such photographs.

22. This agreement is governed by English law and the parties agree to abide by the exclusive jurisdiction of the English courts

23. Stage payments will be required on certain types of work exceeding £500. This will be in the form of a deposit and 50% stage payments during the course of the work as agreed by you and Warmglow Gas, Heating and Plumbing.

24. Cancellation of any material purchased for use on the job and subsequently not required are chargeable at the suppliers "handling/restocking charge".

25. We reserve the right to decline any work undertaking.

# Warm Glow

GAS, HEATING & PLUMBING



26. Unsafe or incorrectly fitted gas appliances covered by CORGI will be disconnected at the main supply and the regulatory authorities informed accordingly

27. External drains, gutters and plumbing works exposed to the weather elements are not covered by any Warmglow Heating Ltd warranties, all liability rest with the material supply warranty and the property owner.

28. The quotation price includes where appropriate, an electrician to wire, test and certify the appliance for connection to your property's electrical supply. This assumes that your current wiring is sound and requires no alteration in order to meet the required standard under the current regulations. Should any alteration be required then the electrician will discuss any extra costs with you before work is carried out. You will be required to settle this extra cost directly with the electrician.

29. Warmglow Heating Ltd will not be responsible for the loss of cavity wall insulation materials resulting from openings that need to be made as part of the installation works.