Terms and Conditions General terms and conditions for JMR Heating Services Ltd

1. Please read the following clauses carefully as they tell you everything you need to know about the agreement you will enter into in respect of JMR Heating Services Ltd. In all clauses, the company refers to JMR Heating Services Ltd. If you are uncertain as to your rights under them or you want any explanation about them, please write or telephone us at the address or telephone number given.

2. The company has quoted the cost of installing central heating and/or plumbing equipment that meets the requirements of your home or business. Once you have accepted this quotation in accordance with below, the company undertakes to carry out all the works necessary to complete the work described in your specification and this quotation subject to the conditions contained in this agreement.

3. If you require a particular date for the works to be carried out, the company will do all that it reasonably can to meet the dates given for the installation. The company also understands that there might be instances when a date for installation cannot be met by you, and as a result no party shall be liable for costs or able to cancel this agreement. In case of unforeseen circumstances, beyond reasonable control of the company or you, the company will contact you and agree an alternative date.

4. The company will carry out the whole of the work specified in this quotation at the price quoted during normal hours, which are between 8am and 5.30pm Monday to Friday. Any variations or additions requested by you will be subject to an additional charge and if the company is delayed or prevented from installing by the agreed date due to delay or default on your part, the company may on written notice to you add to the charges at a reasonable sum in respect of any additional costs incurred.

5. You shall at your own expense obtain all necessary consents for the installation of the works, including (without installation) building regulations and planning consents, consents from neighbours and mortgages.

6. If you are a tenant, you may need your landlord's permission for an installation to be carried out. The company will assume such permission has been granted and shall have no liability for any loss or damage arising from failure to obtain such permission.

7. You will provide reasonable access to enable installations to be completed. You will also be required to provide the necessary service utilities for installation at no charge.

8. Your order as accepted subject to the condition that there must be an adequate gas supply to the dwelling prior to the commencement of the work. Without prejudice to the company's rights where such supply is not laid to enable work to commence, the company may cancel the contract and shall not have any liability for any costs, loss or damage arising from such cancellation. In certain circumstances the size of the existing gas rate cannot always be determined. If a new gas line is required, this will

be charged at our standard hourly rates as set out and will be in addition to the quoted price.

9. The prices specified in this agreement do not include the price of removing any dangerous waste materials such as asbestos found when carrying out the installation. If during the execution of the works, asbestos is encountered, the company reserves the right to withdraw its installation staff immediately until the site is made safe. The cost of removing asbestos is not included within the price. However, the company upon request of the customer will provide a cost for removing asbestos and will add this fee to the total quote.

10. Where the company needs to connect new equipment to your existing plumbing or heating system, it will not accept liability for the cost of repairing or replacing parts of your existing system, which subsequently develops faults. In certain situations the company may charge for visits made to your home by the company's engineer if your system is faulty or has developed a fault after the installation has been conducted. The company will not accept liability where you central heating system does not function properly because your water supply becomes inadequate or the water pressure becomes invariable.

11. JMR Heating Services Ltd accepts no responsibility for any existing installations that are present. This relates in particular but not only to any pipework, radiators and radiator valves, heating valves, pumps, shower pumps, electrical controls and/or bathroom / WC services that might be affected as a result of an a conversion from a tank fed system to a sealed system or from power flushing of pipework and radiators. This change to a higher pressure rated system and power flushing can cause leaks in components that JMR will not be liable for. Any cost of repairs for which JMR are not liable for will be charged in accordance with our standard company charges. If your system is excessively full of magnetite and sludge, a further power flush might be required at some point later (eg. 3 years). Further power flushes will be chargeable at our standard power flush rates as shown our website. Furthermore, if the buyer has requested that an existing appliance be re-installed or moved (eg. boiler), JMR accepts no liability for any internal leaks or malfunctions of this boiler, as a direct result of this installation.

12. The warranty for a boiler and or cylinder will be covered by the manufacturers as agreed in the quotation. The warranty only applies to the boiler. It does not apply to any existing parts of the system. All other works carried out by JMR (parts and labour) are guaranteed for 2 years. However, any existing components or pipework not changed are not included within this guarantee. Furthermore, all boilers need to be serviced annually to remain under warranty. If the warranty becomes void due to the appliance not being serviced, then JMR accepts no responsibility for this. We will contact our

clients to remind them to have it serviced, but the responsibility of having it done lies with the customer.

13. The company accepts no liability for the removal of any carpets, linoleum and special types of flooring, eg. tongue and grooved, parquet, hard wood or tiled floors in order to carry out the installation, accept in circumstances where the company has been negligent.

14. The company will take all reasonable care to carry out the installation. However, you accept that the installation including removing or destroying existing fixtures or fittings may cause damage to your decorations and fittings in your home. This provision does not exclude the company's responsibility for damage, which is beyond which is reasonably commensurate with the installation. It is anticipated that certain areas in your home may need redecoration following completion of the central heating installation. This will be your responsibility and is not included in the price.

15. All JMR Employees and agents are insured against loss or injury through their negligence.

16. The company shall not have any liability for any failure to perform its obligations under any quotation if it is prevented from doing so by any cause reasonably beyond its control; including without limitation; adverse weather conditions, fire, accident or war, a failure or delay attributable to any electricity, water or gas network, the act or omission of any party for whom the company is not responsible.

17. The company will not be liable under this agreement for any loss or damage caused by the company or its employees or agents in circumstances where;

17.1. There is no breach or illegal duty of care owed to you by the company or by any of the company's employees or agents.

17.2. Such loss of damage is not a reasonably foreseeable result of any such breach.

17.3. Any increase in loss or damage resulting from breach by you of any term of this contract.

18. The company does not exclude any liability for loss of or damage to property directly resulting from the company's breach of the agreement, but the company's liability for such loss or damage shall be limited to those losses which are of a foreseeable consequence of the breach in respect of any one incident or series of incidents whether related or unrelated in any period of twenty-four months.

19. To complete your installation the company will use its authorised employees or agents. All contractors are approved by the company are qualified and Gas Safe registered and chosen carefully to carry out high standards or workmanship.

20. Standard charges. All charges will be clearly laid on within our quotation. In situations when a quotation has not and/or cannot be provided (e.g. Immediate or Emergency works), then our normal charges apply and are as follows:

20.1 Hourly rate £75 per hour (or any part thereof) plus any other additional travel and parking charges (see below). Emergency call out, evening, weekend and bank holiday rates may vary.

20.2 Material charges. These will be applied for the supply of any parts and materials necessary beyond those quoted, and any such charges will be identified on the final invoice you receive.

20.3 Troubleshooting. Where the customer has requested that we troubleshoot a problem only but not to carry out the work, then our standard hourly rate plus any additional travel charges (as below) will apply.

20.4 Boiler and heating Servicing. The cost of a standard service is £95 plus VAT, plus any additional travel and parking charges (as below) . Please note, this a service and not a repair. Any additional time spent on a repair or materials bought will be added on accordingly.

20.5 Landlord Certificates. The cost of a landlord certificate is £75 plus VAT (plus any other additional travel and parking charges).

20.6 For most boilers, a full strip down service is required in order to comply with manufacturers' instructions. The cost of this £150 plus VAT.

20.7 Additional Travel and Parking charges. These will be added on to the invoice to cover parking and congestion and Ulez charges, as applicable.

20.8 Parking permits. It is the responsibility of the home owner, tenant or agent to provide a parking permit or to register our van with the local authority for parking, wherever possible. This particularly applies where there are no pay and display parking bays within a reasonable distance (typically 100m) of the property. This is because it is very inconvenient and time consuming to have to walk to and from the van for parts that might be needed and to keep checking on it for wardens. Therefore, we kindly request that our customers organise parking prior to us arriving, Our vehicle registration details are available upon request.

20.9 Call backs, Should you feel there is an issue with our work, then we will be very happy to return and rectify it at no cost. However, should we return to site for a call back, but the problem be unrelated to the work carried out by JMR Heating Services Ltd, then our standard charges shall apply.

20.10 All of our estimates and quotations are free and without obligation.

20.11 All prices quoted Show 20% Vat Included

21. Acceptance of Quotation. Acceptance of quotation can be made by electronic email to office@jmrheatingservices.co.uk or by letter to JMR Heating Services Ltd, 5 Waggoners Yard, Baldock St, Ware SG12 9LG

22. Where an order includes customised items these items will be non-refundable once the order is placed with us, and should you cancel your order with us the cost of any custom items shall still be payable in full. Where a previously accepted order is cancelled with less than 7 days' notice we reserve the right to still invoice you for any items that are priced at £700 or greater.

23. Payment is due on completion. Payment is to be made by BACS (preferred) or by cash/ card on the day or by Cheque. Please note, due to cheques being lost in the post, is advisable to inform us when the cheque has been sent and with the invoice number on it. Cheques should be made payable to JMR Heating Services Ltd.

23.1. Title in the goods will not pass to the Buyer but shall be retained pending payment in full of the price. Until such time as title passes to the Buyer, the Seller shall have an absolute authority return, sell or otherwise deal with or dispose of all or any part of the goods in which title remains vested in them.

23.2. The Seller shall also be entitled to seek an injunction to prevent the Buyer from selling, transferring or otherwise disposing of the goods.

24. For all projects where stage payment terms apply, payment MUST be paid with 7 days of each stage completion. Failure to do so will instigate legal proceedings.

25. Payment is due on satisfactory completion of the installation. The Purchaser shall not be entitled by reason of any alleged minor defect to withhold more than a proportionate amount of the sum due withhold no more than 5% or £250 (whichever is greater) of the balance due.

26. Where payments are not made up on the due date as per above clauses, the company will charge daily interest on late payments at a rate of 3% above the base lending rate of Lloyds TSB Bank plc. If you make payment and it is subsequently stopped, declined or returned by the bank for any reason, the company will charge you administration costs (letters and telephone calls made to you and any other charges incurred).

27. You will be sent an invoice for payment within seven days of installation completion. Failure to make payment within specific time periods as outlined within the quotation and/or the Terms and Conditions, will instigate legal proceedings to commence. These will carried by a registered Legal firm and all proceedings will be governed in accordance with English Law.

28. The company shall provide a free guarantee for the period of one year. This applies to workmanship only and not to parts (which typically come with a one year

manufacturer's warranty except from boilers, the warranty length for which will be made clear in the quotation stage). However, the above warranty is subject to the following conditions:

28.1. The fault is not due to your existing radiators and/or pipework, valves, pumps or boiler.

28.2. The work carried out has not been properly kept, used, serviced and maintained in strict accordance with the manufacturers or the companies instructions and has not been modified accept with the companies consent.

28.3. The fault is not due to accidental or wilful damage, fair wear and tear, interference with or maintenance work by a third party.

28.4. The customer makes no further use of works after the defect had been or ought to have been discovered.

28.5. All free guarantee work will be carried out during normal working hours.

28.6. Nothing in these conditions will reduce your statutory rights relating to faulty or mis-described goods.

28 .7. Where attendance of the companies engineer is needed for any purpose other than a scheduled maintenance visit or for the company to meet its guarantees as per above clause, no charge for such attendance will be made.

29. After delivery of any goods from the company, you will be responsible for their safe keeping and you should make sure that you are adequately insured against loss or damage which may occur to those goods.

30. This agreement is personal to you and not transferable to without written authority from JMR Heating Services Ltd. You have a right to cancel the contract within this period (not if works have commenced) and this right can be exercised by delivering, or sending (including by electronic mail) cancellation notice to JMR Heating Services Ltd, 5 Waggoners Yard, Baldock St, Ware SG12 9LG or by email to office@jmrheatingservices.co.uk at any time.