

SGHS LTD

TERMS & CONDITIONS

These Terms and Conditions ('T&Cs') govern the basis on which all services and supplies shall be provided by Neil Foster trading as SGHS LTD and or Solihull Gas And Heating Solutions ('the Company'), and representatives of the Company ('Operatives'), to a person or organisation for whom the Company agrees to carry out works and / or supply materials, hereafter referred to collectively as 'the Customer'.

1. The Company reserves the right to refuse or decline work at its discretion. Where the Company agrees to carry out works for the Customer those works shall be undertaken by an Operative of the 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 of £75 per hour per Operative.

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

4. The Company provides Estimates as standard, on a best endeavours basis, which may be revised after submission in the following circumstances:

4.1. The Customer instructs the Company (whether orally or in writing) to carry out additional works not referred to in the original Estimate.

4.2. There is an increase in the price of materials.

4.3. Further works need to be carried out which were not anticipated when the Estimate was prepared.

4.4. There was an error when the Estimate was prepared.

5. The Company can supply Quotations upon request. All Quotations are based on the information given to the Company by the Customer. In the event that requirements change due to insufficient information having been provided, or defects / faults are found in existing installations, the Customer shall be liable for any additional expense incurred. Such variations to work following submission of the Quotation, and prior to commencement of work, shall result in a revised Quotation being issued for acceptance. For variations after work has commenced, additional costs will be added to the final Invoice.

6. The Customer shall be liable to meet the unforeseen cost of any additional work, services or materials that need to be provided to rectify any event or situation which arises during the course of the works that are unexpected or are beyond the Company's control. The Company cannot be held responsible for such events or situations regardless of whether an Estimate or Quote has been supplied. Unforeseen circumstances can include, but are not limited to, the following:

6.1. 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 or Quote 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.

6.2. The conversion of an open vented heating and plumbing system to an unvented type (required by certain boilers and cylinders) will put the whole system under higher working pressures. This can lead to failure of existing radiators, hot water cylinders, pipework and fittings. This shall not be deemed the responsibility of the Operative or the Company. Should such a failure occur, additional works may be required.

6.3. 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.

6.4. Where the involvement of an emergency service is necessary (for example, National Grid / Cadent Gas), it may not be possible for the Operative 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.

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

7. 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. The Company may, where agreed and subject to a reasonable administration fee, provide notification on the Customer's behalf.

8. 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.

9. 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 Pay and Display meters 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 will be added to the final Invoice.

10. The Company does not provide an emergency service and cannot guarantee a time of response, including in relation to warranty issues. The Company will use reasonable endeavours to send an Operative as soon as possible.

11. 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. In the event of delayed or non-payment the Company reserves the right to charge reasonable administration fees incurred in pursuing payment.

12. 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 or for the late or non-delivery of materials.

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

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

15. The Company provides a guarantee for labour in respect of faulty workmanship for 12 months from the date of completion. The Customer shall give written notice within 7 days of a fault becoming apparent to the Company, and shall afford the Company, and its insurers, the opportunity of inspecting such works, and carrying out any necessary remedial action if appropriate. The Customer accepts that if they fail to notify the Company as aforesaid then the Company shall not be liable in respect of any defects in the works carried out or consequential damages that may arise from such defects. This guarantee will become null and void if the work completed or materials supplied by the Company are:

15.1. Subject to misuse or unlawful damage.

15.2. Repaired, modified or tampered with by anyone other than a Company Operative.

16. 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.

17. The Company will not guarantee any work in respect of blockages in supply, waste and drainage systems. The Company will not guarantee any work undertaken on instruction from the Customer that is 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.

18. 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 GSU Regulations or a Gas Warning Notice issued.

19. Where the Company agrees to carry out works on existing installations of no warranty is given in respect of that existing installation, other than the works carried out or material supplied by the Company.

20. If during the course of any works 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 work is continued by the Company.

21. Any redecorating or making good of surfaces including, but not limited to, walls, floors, ceilings, roofs, fitted cupboards, decorative panels and worktops, internally or externally, required as a result of works undertaken by the Company are the responsibility of the Customer unless explicitly stated in the Estimate or Quote. 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 floorboards 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.

22. These T&Cs may not be varied or modified in any manner except in writing by a duly authorised representative of the Company 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.

23. 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 of such goods has passed to the Customer:

23.1. The Company shall have 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.

23.2. For the purpose specified in 23.1 above, the Company, its operative or other authorised representatives shall be entitled, at any time and without notice, to enter premises in which goods or any part thereof is installed, stored or kept, or is reasonably believed so to be.

23.3. 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.

24. 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.

25. UK employment laws, Health and Safety at Work Act and concomitant legislation supersede any offer or statement made with respect to any Estimate, Quote or Invoice.

26. 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.