

AquaGas Plumbing & Heating Solutions (Southern) LTD
(15840270)

01903 958740
info@aquagasplumbheat.com



Terms and Conditions

General:

We will carry out the work as set out in the quotation you accept, for the price that is stated, acceptance of the quotation must be confirmed in writing/email/text message/business messenger or if by ringing the office to book your appointment, then you automatically accept the quotation given. If given an estimate, this is an estimated price only and is not fixed. By accepting the quotation and or hiring AquaGas even without a quotation or estimate given, you are automatically agreeing to these terms and conditions.

The company will carry out the whole of the works as specified during normal business hours of 8am–4pm, Monday – Friday, but may on occasion require a reasonable amount of overtime and/or weekend work in order to achieve completion. It is a condition of this contract that your approval to such overtime is granted although we will endeavour to minimise any disruption or inconvenience. If you request any overtime or unsociable hours to be worked in place of normal working hours, it may be necessary for us to add extra costs, and these will be explained at the time and prior to the overtime or unsociable hours commencing. Any variations or additions to the agreed works, requested by you, will be subject to additional charges. If the company is delayed or prevented from installing by the agreed date due to delay or default on your part, AquaGas may on written notice to you add additional charges. AquaGas will make every effort to complete the work by the agreed timescale, however you must appreciate that sometimes delays may occur for reasons beyond our control, and AquaGas cannot be held responsible for those delays. If an unscheduled delay occurs we will complete the work as soon as possible. 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 before work commences. If you are a tenant, you may need your landlords permission for an installation or any form of work to be carried out. The company will assume that such permission has been granted and shall not be liable for any loss or damage arising from failure to obtain such permissions. 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 to AquaGas.



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Carpets, Flooring and Decoration:

We may need you to lift carpets or take up part or all of your wood/tiled floor coverages so we can complete the work unless agreed this to be carried out by yourselves. We will give you as much notice as possible if we need you to do this. You can either employ your own contractor to do this work or we may be able to do this for you at an extra cost if it is not included in our quotation. If we do any of this work for you we will only be responsible for any accidental damage caused directly by our negligence and it will be your responsibility to put any new flooring back once the work is completed (unless agreed before hand for us to carry out this work or provide a contractor). We will take extra care to carry out the work without causing damage to your property. If we cause damage because of negligence we will endeavour to put it right. Sometimes extra work is required if we cannot use existing pipework or wiring to complete the job and this can cause damage to things like outside and inside finishings (for example wall coverings and paint) you may need to redecorate once the work is completed. Unless stated, this is not included in the price quoted and you will be responsible for this.

Waste Removal and Hazardous Substances:

The prices specified in this agreement do not include the cost of removing any dangerous waste materials such as asbestos, if found when carrying out the installation. If during the execution of the works, asbestos is encountered, the company reserves the right to withdraw any staff immediately until the site is made safe. However, the company upon request of the customer will provide a cost for removing asbestos and we will add this fee to the total quotation. Rubbish removal from site is not always included in our price, unless agreed before hand at an additional cost. All rubbish and waste will be left neatly, in your requested area unless removal from site has been agreed before the work has started.

Installations:

Your order of gas installations is accepted subject to the condition that there is an adequate gas supply to the dwelling prior to the commencement of the work. Without prejudice to the company rights where such supply is not laid to enable work to commence, the company may cancel the contract and shall not incur any liability or 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 rate (or a fixed price given) and will be in addition to the quoted price. Where the company needs to connect new equipment to the existing plumbing, drains or heating systems, it will not accept liability for the cost of repairing or replacing parts to the existing system, which may subsequently develop faults. Certain components can leak when disturbed and AquaGas cannot be held accountable for any existing parts of the system, for example when installing Surrey flanges into an existing open vent cylinder,



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when removing the old connection this can cause the cylinder to split, this is just one of many potential scenarios. 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. AquaGas accepts no responsibility for any existing installations. This relates in particular but not solely to any pipework, radiators and radiator valves, heating valves, pumps, shower pumps and/or bathroom/WC services that might be affected as a result of a conversion from a tank fed system to a sealed system or from power flushing of pipework and radiators. A change to a higher pressure rated system and power flushing can cause leaks in components that AquaGas will not be liable for any cost of repairs or damage.

AquaGas 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. AquaGas reserve the right to charge for any additional time incurred in sourcing and fitting appropriate or replacement materials. Materials supplied by you the customer are the customers responsibility, they are to ensure timely delivery, adequate quantities and quality. This relates in particular to any boilers, radiators, radiator valves, heating valves, heating pumps, pipework, fittings, showers, tiles and/or bathroom suites/furniture. AquaGas will not accept responsibility for delays incurred as a result of these conditions not being met and may add additional time and cost to the final invoice. AquaGas accepts no responsibility for any existing electrical installations such as heating controls, lighting circuits, ring mains and consumer units/fuse boards. Any electrical works required will be completed by our appointed electrical contractor and they will only be responsible for works they have completed. If there are any existing electrical faults which require attention the customer will be informed and a safety notice will be left. If the customer requires faults to be rectified then a separate quotation will be produced. In some cases, for example the client is a builder on a new build or refurbishment project, and any other tradesman/workers are the responsibility of the contractor and not to do with AquaGas. AquaGas cannot be liable for any snags/damage to our installations due to poor workmanship of other trades. If any of our installations have not yet been tested and another trade or client attempts to use them (for example turning the water on to an unfinished property), AquaGas cannot be held accountable. If AquaGas advise on additional work to be done to a new installation and the client chooses not to have the additional work done, AquaGas cannot be held accountable if the new installation does not work properly, and any invoices will still need to be paid in full. AquaGas will then be happy to carry out the additional work at an additional cost.

Contractor Work:

AquaGas will endeavour to keep to program and deadlines provided they have been agreed between all parties. AquaGas cannot be held responsible for delays caused by other contractor delays or negligence. Once fitted, all materials/appliances/fixtures on site are the responsibility of the main contractor/client and AquaGas cannot be held accountable for costs incurred from damage or theft of these materials. It is the main contractor/clients responsibility to ensure safe security of the site to prevent theft and damage to all materials, tools, plant, machinery or any other property of AquaGas stored on site. Agreed payment terms must be adhered to at all times.



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Service Valves:

AquaGas will not be held responsible for any service valves within the property that become defective whilst being used for their intended purpose. This includes, but is not limited to, external and internal stop taps, isolation valves, drain off points and radiator valves and bleed points. It is the responsibility of the home owner to maintain and up-keep any service valves that need to be used to carry out works. If a service valve becomes defective during its intended use, AquaGas will advise the customer and will discuss any relevant courses of action and charges to repair or replace.

Bathrooms/Wetrooms:

During the removal stage of installing your new Bathroom/Wetroom we may encounter problems with things such as walls, floors and joists which wouldn't have been evident at the time of the survey. If any walls, floors and joists require attention and/or replacing then AquaGas will either provide a new quotation or standard hourly rate for the additional work needed by either themselves or their chosen contractor (E.G plastering, tiling, carpentry, electrical). The client is also welcome to use their own contractor for any of this work that AquaGas do not undertake themselves.

Finance:

If you have chosen finance to pay for your installation through the company's nominated finance provider and you are accepted, the terms of their agreement will apply and the finance agreement will be between the finance company and you the customer. AquaGas will not be responsible for any payment defaults. If the finance agreement is cancelled but work has commenced then the balance will become immediately payable to AquaGas.

Insurance Work:

AquaGas understands in some circumstances clients may wish to claim repairs and other work through their insurance. AquaGas are happy to co-operate with insurance companies when required, however AquaGas payment deadlines and terms must still be met. If insurance companies cannot meet these requirements, it is the client's responsibility to make payment and then claim this back from their insurer.

Deposits and Payments:

Deposits are decided on a job to job basis and will always be visible on the written quotation you accept prior to works commencing. A deposit payment may be required before work commences for quotations above £1,000.00. Quotations below £1,000.00 on occasion may still require a deposit in order to confirm your appointment. Deposit payments are non refundable without reasonable reason (excluding during 14 day cooling off period). Upon payment of a deposit you are hereby accepting the terms and conditions of



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the quotation. Deposit payment is accepted by cash, bank transfer or card payments (debit or credit card). Jobs completed in stages will require payments to be split on completion of different stages, final balance is to be paid immediately upon completion of works and/or receipt of invoice unless prior arrangements have been made or if a specific payment term is in place from AquaGas. If you are carrying out split payments, these are sometimes calculated evenly for ease and does not necessarily mean you have paid in full for the amount of work carried out. If for any reason AquaGas do not finish a job or a contract is cancelled, it will be calculated what has been paid in comparison to work carried out and either an additional invoice or credit back to the client may be provided. AquaGas always endeavour to complete all work undertaken and only cancel contracts with reasonable reason.

Standard payment terms for AquaGas are 7 days from the date of invoice but may vary. AquaGas reserves the right to apply a late payment interest charge of 8.5% if no payment is made within 7 days from receipt of invoice or from the payment term date. Any goods supplied by AquaGas remain the property of the company until all invoices are paid in full. AquaGas reserve the right to remove all installed goods from a customers property if the final invoice is not paid in full. Whilst materials remain the property of AquaGas until final payment has been made, once installed in a clients home it is the clients responsibility to ensure care is taken to prevent damage or even theft of installed items within the property. AquaGas hold the right to charge for replacements of any damaged or stolen items installed in the clients home during the window of installation and final payment.

Cancellations:

The client has the right to cancel there appointment free of charge up to 14 days before the job commences. After that, we may charge a cancellation fee due to loss of earnings to the company (If a deposit has been paid, the deposit will be non refundable without reasonable reason for cancellation). This is more targeted at larger scale jobs but may still be applied for smaller jobs in particular if we have travelled to a property and are unable to gain access or we have not been informed of any cancellation with reasonable notice. Cancellation of customised orders/special orders shall be non refundable if these items cannot be returned. AquaGas have the right to cancel an appointment if requested access has not been completed by the client, for example furniture or other personal belongings prevent AquaGas from carrying out the required work. You may be charged a cancellation fee if there is a need to reschedule or an additional charge to remove the required items.

Certificates:

No certificates for boilers, hot water cylinders, heat pumps etc will be issued until final payment in full for all works undertaken is received. A copy will be given to the client and AquaGas will keep a copy on file. Pressure test certificates will be provided upon the completion of the required work, any leaks or damage after this certificate being provided is not the responsibility of AquaGas and may be an additional charge for any repairs needed.



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Servicing:

We normally have a fixed price for servicing, however some manufacturers require extra service work to be carried out after a certain amount of years. In some cases if your appliance has been poorly maintained and needs more than a standard service, the extra work needed will be chargeable on top of our standard service rate. Heating system filters are cleaned as part of a standard boiler or heat pump service provided they can be isolated from the system without draining of the full system. Heating system filters that either cannot be isolated, look in poor condition that a leak may occur if disturbed, are not reasonably accessible or removable will not be cleaned as part of a standard service. Clients can request a quotation to drain down and clean filters and or replace them.

Safety checks and services are not the same. For example if we carry out a gas safety check at your property, this does not mean your appliances have been serviced unless requested alongside a safety check.

Shutting off Dangerous Appliances:

When carrying out work in your property, if we come across a dangerous installation there is certain procedures as gas engineers and plumbers, we have to undertake for your safety. This may mean shutting of your appliance for your safety even if that means you going without luxuries such as heating and hot water. All relevant documentation will be provided by AquaGas and if requested a quotation to replace the dangerous appliance or installation. Under no circumstances will AquaGas tolerate violent or threatening behaviour because you are unhappy with the appliance being shut off. All invoices will still need to be paid in full, for example: The client books in a gas boiler service, AquaGas condemn this appliance for safety reasons, the service invoice will still need to be paid in full.

Breakdowns and Emergencies:

We do our best to ensure we give a fast service for breakdowns and emergencies particularly in winter. However more often than not, particularly with boiler breakdowns, parts are normally needed which can mean ordering parts in, if not in stock. AquaGas can not be held responsible for your appliance to not be working during this time. Sometimes more parts are needed which are not evident at the time of fault finding, and only evident once the first part is installed. AquaGas cannot be held responsible for the extra cost incurred, or the extra time without your working appliance. We offer an emergency call out service however this does not necessarily mean we are available 24/7. If you have an emergency out of hours, by all means give us a call, and if available, we will do everything we can for you. The client must understand this is not a guaranteed 24 hour service. AquaGas cannot always guarantee same day appointments for in hours or out of hours emergencies but will always do there best for you. Boiler parts and spares are non refundable once ordered as these are non refundable from suppliers.



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Additional Travel and Parking:

Any travel and parking charges such as parking, congestion and ULEZ will be invoiced to the client. It is the clients responsibility to provide parking permits or register our vehicles with the local authority when required. Vehicle registration details are available upon request.

Call Back and Defects:

AquaGas shall return if required to rectify any issues free of charge. If found to not be at AquaGas fault, standard charges shall apply. In the event of any alleged minor defects the client shall not be entitled to withhold more than 5% or £250.00 (whichever is greater) of the balance due. Once AquaGas has corrected any minor defect, the withheld amount shall be paid in full with immediate effect. Any further withholding of due balance shall void all warranties and legal proceedings shall commence.

Warranties:

Warranties for items such as boilers, cylinders and heat pumps will be covered by the manufacturers. It is the clients responsibility to register warranties, please do not assume this has been done by AquaGas. Any legal registrations such as gas installations being registered with gas safe will be completed by AquaGas. All other new installation works carried out by AquaGas are guaranteed for one year. Any existing components, fittings, fixtures and pipework not changed are not included within this guarantee. Repairs, maintenance and remedial work are not included within this guarantee. This is due to any repairs being made to your plumbing and heating systems could again become faulty due to a variety of reasons such as dirty heating systems, poor initial installations and many other factors. Should an AquaGas installation under guarantee be found to become faulty due to either factors beyond our control or the clients negligence, the warranty will become void. AquaGas are unable to guarantee parts or labour to install materials supplied by the client.

Any other contractors working on projects whether supplied by AquaGas or the client such as electricians, tilers and plasterers will have there own warranty terms and conditions and will not be covered by AquaGas.

Any warranties void from manufacturers due to lack of servicing, AquaGas accepts no responsibility. AquaGas will send service reminders should you request to be set up on our system, however it is still the responsibility of the client.



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Timekeeping:

AquaGas will genuinely give a window (E.G: arrival between 8am-9pm or 10am-2pm). If AquaGas has given a fixed time, we will make every effort to stick to this time and date. On occasion engineers may be running late or require a new appointment due to unforeseen circumstances during other jobs. You can request a half hour call before arrival for window appointments.

Advertisement:

AquaGas are entitled to take pictures of their work in your property for advertisement purposes. Any pictures taken will be strictly of the installation only.

Admin Fees:

Any requests of forms or documents dated over 12 months ago may on occasion incur an admin fee in certain circumstances. Any additional admin work requested outside of the standard quoting, invoicing, certification work or anything related to your job, may also incur an admin fee.

Notice of right to cancel:

Following the Company's acceptance of our order, in accordance with terms above and in conjunction with the "Cancellation of Contracts made in a Consumers Home or Place of Work Regulations 2008 you are entitled to a 14 day cooling off period commencing from the date of the contract. You have a right to cancel the contract within this period (not if works have commenced however) and this right can be exercised by sending cancellation notice to AquaGas Plumbing & Heating Solutions (Southern) LTD by email to info@aquagasplumbheat.com at any time within the 14 days starting with the day of receipt to notice in writing of the right to cancel the contract. We will permit you to cancel the contract by sending the written notice no later than 14 days after the date on which acceptance of the works took place. If you request cancellation at a later date, then unless we are in breach of contract we have the right to refuse or retain all or part of you deposit.

