



AquaGas Plumbing & Heating Solutions LTD

01903 958740 / 07427636840

info@aquagasplumbheat.com

www.aquagasplumbheat.com

Terms and Conditions

Definitions & Interpretation:

“Company”, “We”, “Us”, “AquaGas” means AquaGas Plumbing & Heating Solutions LTD, also legally known as AquaGas (Sussex) Plumbing & Heating Solutions LTD.

“Client”, “Customer”, “You”, “Homeowner” means the person(s) instructing the company.

“Works” means all labour, materials, services, installations, repairs, servicing, maintenance, attendance or advice provided by the company.

“Quotation” means a written fixed-price offer provided by the company.

“Estimate” means a non-fixed price subject to change.

“Site”, “Home”, “Property” means where the work is taking place.

Headings are for convenience only and do not affect interpretation.

Nothing in these Terms and Conditions limits or excludes the client’s statutory rights under the Consumer Rights Act 2015 or any other applicable legislation.

General:

The company will carry out the work as set out in the quotation you accept, for the price that is stated. Acceptance of a quotation, estimate or instruction to proceed occurs when the client confirms by email, text message, messaging platform, telephone booking, makes any payment, or allows works to commence. If given an estimate, this is an estimated price only and is not fixed. By accepting the quotation and or hiring the company, even without a quotation or estimate given, you are agreeing to these terms and conditions by instructing work to commence.

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/holiday 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





AquaGas Plumbing & Heating Solutions LTD

01903 958740 / 07427636840

info@aquagasplumbheat.com

www.aquagasplumbheat.com

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, the company may add additional charges. The company will make every effort to complete the work by the agreed timescale; however, the client must appreciate that sometimes delays may occur for reasons beyond our control, and the company 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 landlord's 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 work to be completed. You will also be required to provide the necessary service utilities for installation at no charge to the company.

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 £500.00. Quotations below £500.00 on occasion may still require a deposit to confirm your appointment. Once payment has been received, deposits are not refundable. Upon payment of a deposit, you are hereby accepting the terms and conditions of 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 in writing, or if a specific payment term is in place from the company. If you are carrying out split payments, these are sometimes calculated evenly for ease and does not necessarily





AquaGas Plumbing & Heating Solutions LTD

01903 958740 / 07427636840

info@aquagasplumbheat.com

www.aquagasplumbheat.com

mean you have paid in full for work carried out. If for any reason the company 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. The company will always endeavour to complete all work undertaken and only cancel contracts with reasonable reason.

Unless agreed otherwise in writing prior to commencement, all invoices are due on receipt. Payment due dates will be stated on all invoices issued.

- Deposit invoices – due on receipt to confirm your appointment.
- Stage/split payment invoices – due on receipt and issued upon completion of each stage.

Failure to make payment in line with our terms and conditions may result in delays to work or appointments. The company 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 the company remain the property of the company until all invoices are paid in full. The company reserve the right to remove all installed goods from a customer's property if the final invoice is not paid in full. The client grants the company permission to access any properties or sites at reasonable times to recover unpaid goods where invoices remain outstanding. It will be an additional charge to re install removed items once payment has been received. Whilst materials remain the property of the company until final payment has been made, once installed in a client property or site, it is the client's responsibility to ensure care is taken to prevent damage or even theft of installed items within the property. The company hold the right to charge for replacements of any damaged or stolen items installed in the client's home during the window of installation and final payment. The company reserves the right to suspend works immediately for non-payment without liability for delays, additional costs or consequential losses arising from such suspension. The company reserves the right to recover all reasonable costs incurred in recovering unpaid sums, including administration, legal and debt recovery fees.

All Types of Installations, Maintenance, Servicing and Repair:





AquaGas Plumbing & Heating Solutions LTD

01903 958740 / 07427636840

info@aquagasplumbheat.com

www.aquagasplumbheat.com

The client acknowledges that working on or connecting to existing systems carries inherent risk and accepts this as part of the works. Any 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 the company accepts no liability for any existing parts of the system or the system itself. 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 accepts no responsibility for any existing installations. This relates, but not solely to any pipework of any kind, radiators and radiator valves, heating valves, pumps, tanks, flanges, showers, shower pumps and/or bathroom/WC services that might be affected because of any work carried out (installation, maintenance, service or repair). For example, 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 the company will not be liable for any cost of repairs or damage.

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. The company 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, but not solely to any boilers, radiators, radiator valves, heating valves, heating pumps, pipework, fittings, showers, tiles and/or bathroom suites/furniture. The company will not accept responsibility for delays incurred





AquaGas Plumbing & Heating Solutions LTD

01903 958740 / 07427636840

info@aquagasplumbheat.com

www.aquagasplumbheat.com

because of these conditions not being met and may add additional time and cost to the final invoice. The company 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, any other tradesman/workers are the responsibility of the contractor and not to do with the company. The company cannot be liable for any snags/damage to our installations due to poor workmanship of other trades. If the company advise on additional work or alternative methods/installations to be done to a new or existing installation/system, and the client chooses not to have the additional work or accept the advice of the company, the company cannot be held accountable if the installation/system does not work properly, and any invoices will still need to be paid in full. The company will then be happy to carry out the additional work at an additional cost. Any works not expressly included in the accepted quotation shall constitute a variation and will be chargeable. Verbal instructions, assumptions, site discussions or expectations do not form part of the agreed works unless confirmed in writing by the company.

Bathrooms, Wetrooms, Kitchens & Any Type of Renovation:

During the removal stage we may encounter problems with things such as walls, floors and joists which would not have been evident at the time of the survey. If any walls, floors and joists require attention and/or replacing then the company will either provide a new quotation, or standard hourly rate for the additional work needed by either themselves or their chosen contractor if required. The company accepts no liability for defects or failures caused by insufficient drying, curing or settling time where the client or other trades access the area prematurely.

Unforeseen / Additional Works





AquaGas Plumbing & Heating Solutions LTD

01903 958740 / 07427636840

info@aquagasplumbheat.com

www.aquagasplumbheat.com

During the removal stage of installing your new bathroom, wet room, kitchen, heating system or any other renovation project, 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 the company will either provide a new quotation, or standard hourly rate for the additional work. The company shall not be responsible for unforeseen conditions including but not limited to hidden pipework defects, electrical defects, structural issues, rot, damp, asbestos, vermin damage or historic non-compliant workmanship. Any additional work required will be chargeable.

Replacement or remedial work to existing plasterboard, cement board, wet-zone boards, flooring, chipboard, or similar materials may incur an additional cost unless specifically listed within the quotation. Any works not expressly included in the accepted quotation shall constitute a variation and will be chargeable. Verbal instructions, assumptions, site discussions or expectations do not form part of the agreed Works unless confirmed in writing by the company.

Service Valves:

The company 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, radiator valves and bleed points. It is the responsibility of the homeowner 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, the company will advise the customer and will discuss any relevant courses of action and charges to repair or replace.

Carpets, Flooring and Decoration:

We may need to lift carpets or take up part or all your wood/tiled floor coverages so we can complete the work. We will give you as much notice as possible if we need to do this. You can either employ your own contractor to do this prior to work commencing, or the company will be able to do this at an extra cost if it is not already included in the quotation. If the company does any of this





AquaGas Plumbing & Heating Solutions LTD

01903 958740 / 07427636840

info@aquagasplumbheat.com

www.aquagasplumbheat.com

work, they will only be responsible for any accidental damage, caused directly by our negligence and it will be the client's responsibility to obtain a contractor to install any new or old flooring back once the work is completed (unless stated in the quotation). The company 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 can 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 the price, unless stated in the quotation. All rubbish and waste will be left neatly, in the clients chosen area unless removal from site has been agreed before the work has started. For larger projects such as bathroom renovations, either a skip or rubbish clearance company will normally be provided.

Servicing & Safety Checks:

We normally have a fixed price for servicing; however, some manufacturers require extra service work to be carried out after a certain number 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





AquaGas Plumbing & Heating Solutions LTD

01903 958740 / 07427636840

info@aquagasplumbheat.com

www.aquagasplumbheat.com

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. Components and parts within appliances can sometimes become faulty when disturbed or isolated, if any part or component becomes faulty due to a service or being operated, the company accepts no liability for, and it will be additional to change.

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.

Full strip down servicing is often required after a certain number of years (manufacturer dependant). The company accepts no liability for appliances that have passed this requirement. It is the homeowner's responsibility to inform the company if this is due. If the company come across an appliance they feel will benefit, or is likely due a strip down service, the client will be advised and a quotation provided depending on the boiler make and model.

When working on an appliance, the company may be required to turn the power off to the appliance, or isolate water/gas isolation valves to work on it. On rare occasion this can cause parts within an appliance such as gas boilers to fail. The company cannot be responsible for failed parts, leaks or damage within an appliance, existing system or any property when trying to operate isolation points for their intended purpose.

Breakdowns and Emergencies:

We do our best to ensure we give a fast service for breakdowns and emergencies particularly in winter. However often, particularly with boiler breakdowns parts are normally needed which can mean ordering parts in, if not in stock. The company accepts no liability for any 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. Working on appliances such as boilers





AquaGas Plumbing & Heating Solutions LTD

01903 958740 / 07427636840

info@aquagasplumbheat.com

www.aquagasplumbheat.com

and heat pumps can sometimes disturb components and parts causing them to become faulty. The company cannot be held responsible for the extra cost incurred, or the extra time without a working appliance. The company offer an emergency call out service however this does not necessarily mean the company will be available 24/7. If an emergency occurs, the company will endeavour to attend but do not guarantee an engineer will be immediately available. The client must understand this is not a guaranteed 24-hour service. The company cannot always guarantee same day appointments for in hours or out of hours emergencies but will always do their best to accommodate. Parts, spares and materials are not refundable once fitted or the packaging has been removed. Once opened, parts such as boiler spares cannot be returned to suppliers and will be charged to the client. As previously mentioned, when working on an appliance the company may be required to turn the power off to the appliance, or isolate water/gas isolation valves to work on it. On rare occasion this can cause parts within an appliance such as gas boilers to fail. The company cannot be responsible for failed parts, leaks or damage within an appliance, existing system or property when trying to operate isolation points for their intended purpose.

Shutting off Dangerous Appliances:

When carrying out work in a property, if the company come across a dangerous installation there is certain procedures as gas engineers, heating engineers and plumbers, we must undertake for your safety. This may mean shutting of an appliance for safety even if that means going without luxuries such as heating and hot water. All relevant documentation will be provided by the company, and if requested a quotation to replace the dangerous appliance or installation. Under no circumstances will the company tolerate violent or threatening behaviour because the client is 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, an invoice for attendance and making safe will be provided and paid in full.

Call Backs and Defects:





AquaGas Plumbing & Heating Solutions LTD

01903 958740 / 07427636840

info@aquagasplumbheat.com

www.aquagasplumbheat.com

Any complaints or disputes must be raised in writing within 7 days of the issue arising, allowing the company reasonable opportunity to inspect and remedy any alleged defect. The company shall return if required to rectify any issues at their negligence, free of charge. If found to not be at the fault of the company, standard charges shall apply. In the event of any alleged defect the client shall not be entitled to withhold more than 5% or £250.00 (whichever is greater) of the balance due. Once the company has corrected any defect, the withheld amount shall be paid in full of immediate effect. Any further withholding of due balance shall void all warranties and legal proceedings shall commence. Should an alternative company or tradesman be required to rectify any issues, AquaGas have the right to use their own tradesman/companies and if required, gather their own quotations. Any outstanding balance must be paid and not deducted from the final bill, as the company will pay any external company direct. The client agrees not to initiate chargebacks or payment disputes without first allowing the company reasonable opportunity to investigate and remedy any alleged issue.

Warranties:

Warranties for items such as boilers, cylinders and heat pumps will be covered by the manufacturers. It is the client's responsibility to register warranties, please do not assume this has been done by the company. Any legal registrations such as gas installations being registered with gas safe will be completed by the company. All other full new installation works carried out by the company have a labour guaranteed of one year. Any existing components, fittings, fixtures, appliances 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 installation under guarantee become faulty due to either factors beyond our control, or the client's negligence, the warranty will become void. If any work carried out by the company is found to have been worked on by either the client or another contractor, this will void any guarantee. Only the company engineers





AquaGas Plumbing & Heating Solutions LTD

01903 958740 / 07427636840

info@aquagasplumbheat.com

www.aquagasplumbheat.com

can work on installations without voiding guarantees. The company are unable to guarantee parts or labour to install materials supplied by the client.

Any other contractors working on projects whether supplied by the company or the client such as electricians, tilers and plasterers will have their own warranty terms and conditions and will not be covered by the company. Materials such as fixtures and sanitary ware guarantees will be through the supplier. At the client's request, the company will organise any return visits, repairs or replacements with other contractors work or suppliers' items if they have been provided by the company.

The company accepts no liability for any warranties void from manufacturers due to lack of servicing or strip down servicing. The company will send service reminders if requested, however it is still the responsibility of the client to ensure these are booked in. Please refer to servicing section regarding full strip and clean servicing.

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 the company will keep a copy on file. On site 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 the company and may be an additional charge for any repairs needed.

Client Duty of Disclosure:

The Client must disclose any known faults, defects, historic leaks, insurance claims, previous repairs or system issues prior to works commencing. Failure to disclose may result in additional charges for rectification, and the company accepting no liability for resulting issues.

Design & Aesthetic Responsibility:





AquaGas Plumbing & Heating Solutions LTD

01903 958740 / 07427636840

info@aquagasplumbheat.com

www.aquagasplumbheat.com

Unless expressly stated in writing, the company is not responsible for design decisions, layout suitability, aesthetic preferences or manufacturer compatibility of client-selected products.

Insurance Work:

The company understands in some circumstances clients may wish to claim repairs and other work through their insurance. The company are happy to co-operate with insurance companies when required, however the company 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 there insurer.

Contractor Work:

The company will endeavour to keep to program and deadlines provided they have been agreed between all parties. The company 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 the company cannot be held accountable for costs incurred from damage or theft of these materials. It is the main contractor/client's responsibility to ensure safe security of the site to prevent theft and damage to all materials, tools, plant, machinery or any other property of the company stored on site. Agreed payment terms must be always adhered to.

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. The company 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 the company.

Additional Travel and Parking:





AquaGas Plumbing & Heating Solutions LTD

01903 958740 / 07427636840

info@aquagasplumbheat.com

www.aquagasplumbheat.com

Any travel and parking charges such as parking, congestion and ULEZ will be invoiced to the client. It is the client's responsibility to provide parking permits or register our vehicles with the local authority when required. Vehicle registration details are available upon request. It is the client's responsibility to inform the company of any of these charges at the initial enquiry stage, charges may be invoiced in addition to the quoted price, if the company have not been informed.

Timekeeping:

The company will genuinely give a window (for example: arrival between 8am-9am or 10am-2pm). If the company has given a fixed time, every effort will be made 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.

Photographic and Video Evidence:

The company may take pictures or videos of their work in your property for advertisement purposes. Any pictures or videos taken will be strictly of the installation or work carried out only. Photographs and videos may also be taken for quoting/estimating work, record keeping, quality control, evidential and dispute resolution purposes.

Admin Fees/Revisit Charges:

The company reserve the right to charge for additional visits, reports, meetings, inspections or documentation requests not included within the original scope of works.

Cancellations:





AquaGas Plumbing & Heating Solutions LTD

01903 958740 / 07427636840

info@aquagasplumbheat.com

www.aquagasplumbheat.com

The client must give 48 hours' notice to cancel any small works such as maintenance, service or repair work, or any smaller sized jobs that do not require a deposit. If an engineer attends the property and is either unable to gain access or turned away, a cancellation fee may be applied.

For jobs that require a deposit, following the company's acceptance of your order you are entitled to a 14-day cooling off period, commencing from the date of the contract (this could be the date of the deposit invoice). The client has 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 the company, by email to info@aquagasplumbheat.com at any time within the 14 days. Any deposit payments that have been made will not be refunded. Where the client requests work to commence within the 14-day cooling off period, they expressly acknowledge that once works have started, the right to cancel is lost and deposits remain non-refundable.

Other:

To the fullest extent permitted by law, the company's total liability shall be limited to the value of the works carried out under the relevant contract. The company shall not be liable for indirect or consequential losses including loss of earnings, inconvenience or third-party costs.

These terms and conditions shall be governed by and interpreted in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction.

If any provision of these terms and conditions is found unenforceable, the remaining provisions shall remain in full force and effect.

