

General Terms & Conditions

Highly Efficient Homeplan Installation and Repairs Terms and Conditions

Definitions

“We / Us / Our” means Highly Efficient Homeplan of 12 East Street – Whitburn – Sunderland SR6 7BX. Email: info@highlyefficientheating.com Telephone: 0191 406 5300 Gas Safety Register Number: 522537

“You / Your” means the individual/legal person/business/entity who has entered into the Contract with Us for the Works

“Gas Safe Register” means the register kept by the official gas registration body for the United Kingdom, Isle of Man and Guernsey.

“Premises” means the property or Premises at which the Works are to be carried out.

“Equipment” means the goods/product/equipment/material or similar supplied by Us to You under the Contract

“Workmanship Warranty” means the 12-month warranty in respect of the work carried out by Us for You under the Contract and these Terms, which is governed by the terms of the Workmanship Warranty from time to time and subject to any exclusions.

“Product Warranty” means any warranty provided by a manufacturer in respect of Equipment supplied by us.

“Charging Rates” means the hourly rates and charges specified in these Terms.

“Contract” means the contract between You and Us to carry out Works (please see clause 2).

“Works” means supply of Equipment by Us and installation and repair work carried out by Us

1. Any Works We carry out for You will be governed by these terms and conditions (“Terms”). By engaging Us to carry out any Works, You agree to be bound by these Terms. These Terms apply to any Contract between Us, to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing in relation to any Works.
2. Any contract between You or Us shall come into force once You have confirmed either verbally or in writing that You would like Us to carry out the Works which have been Estimated and we then confirm our agreement to carry out the Works; At which point a contract between You and Us will come into existence.
3. Any price given for any Works is an estimated price (“Estimate”) and is valid for a period of 90 days from the date of the Estimate and is subject to the Works being carried out within a maximum of 120 days from the date of the Estimate.
4. We shall provide all services and Works using reasonable care and skill. All Equipment installed shall be given a safety check at the time of installation. We shall register for you any guarantees or warranties with the manufacturer of any Equipment supplied by Us.
5. We may require you to pay a deposit of up to 50% of any Estimate before agreeing to commence any Works.

6. Payment in full (less any deposit paid) is required immediately on Us advising You that the Works have been completed. Interest is due on any sums which are not paid within 7 days of a formal written demand for payment for payment by Us at the rate of 12% above the rate of the Bank of England base rate from time to time.
7. Abortive call out £30 plus VAT (including attending and being unable to access the Premises) Ø Travelling time once job commenced £25.00 plus VAT (including travel time to obtain Equipment required for the Works) Ø Every 30 mins or part thereof after initial hour £25.00 plus VAT Ø Initial call out inclusive of 1st hour £60 plus VAT (and travel to Premises) Ø7. Charging Rates:
8. At all times We will require access to the Premises where the Works are to be carried out. You must ensure that there is an adequate supply of gas, electricity and water in order for Us to carry out any Works. If access and the supply of utilities is not provided at the times that it has been agreed that We are to carry out the Works, the Works may not be carried out and there may be additional charges incurred as a result of wasted call out time in accordance with Our Charging Rates.
9. Any Works proposed to be carried out shall be carried out during our usual working hours which are 8am until 5pm Monday to Friday. Additional charges may apply for any Works outside of the scope of any Estimate, for Works which were not envisaged as being necessary and included in any Estimate but which We find are necessary and for any Works which You require Us to do outside of our usual hours. Any additional charges will be notified to you in advance.
10. Any time Estimates provided for completion of any Works are an estimate only. We will endeavour to keep You apprised of any situation which arises which is likely to cause any delay to the time estimates provided and We will endeavour to complete the Works within the timescales, subject to any variations advised. We can in no way be held responsible for delays due to circumstances beyond Our control, not limited to but including adverse weather conditions.
11. We reserve the right to amend the specification of any Equipment supplied, if required by any applicable statutory or regulatory requirements. If the Equipment proposed is unavailable, We will offer an alternative to You suitable to Your requirements.
12. The Premises at which You instruct Us to carry out the works must be safe and free from hazards, which must be arranged at Your cost, which will include by way of example the removal of any hazardous material. Making the Premises safe and the removal of any hazardous material is not part of any agreed Works Estimate unless specifically stated in writing. 13. Any permissions or consents which are required including any Planning Permission must be obtained by You and in requesting Us to carry out Works, you are confirming that You have obtained all necessary permissions and consents including any Planning Permission required. This includes but is not limited to Your obligations if the Premises is or forms part of a conservation area or is a listed building. We shall ensure that all Works that We carry out are in accordance with good working practices.
13. If You are not the owner of the Premises where the Works are to be carried out, You must ensure that you obtain the owner's permission to have the Works carried out and We shall assume that to be the case unless You advise us otherwise. You agree to fully indemnify Us

in relation to any claim made by the owner of the Premises in relation to any Works carried out which arise from Your failure to obtain appropriate permission.

14. We shall take reasonable precautions and reasonable care in carrying out the Works without causing damage or disturbance to the Premises. However You accept that the very nature of the Works involved may include the removal or dismantling of existing fixtures or fittings and the requirements to take up floor coverings or arrange for access in structures. The replacement of any such floor coverings or other items is Your responsibility although We shall endeavour to cause the minimum amount of disturbance and put items back in the same order as may reasonably be possible in the circumstances. You accept that there may be some damage caused and redecoration work may be required; It is Your responsibility although We will endeavour to advise You if we think that there is the possibility of any damage being caused.
15. We do not accept any liability in relation to the adequacy of Your existing systems or installations and We accept responsibility only for the Works and any Equipment that We supply. You accept that the Works and installation of Equipment may highlight or exacerbate existing inadequacies in Your existing system or installation.
16. Any Works carried out or system installed is subject to a Workmanship Warranty of 12 months and Product Warranties in relation to the Equipment and/or systems installed but any such warranties cover only the Works and Equipment/system that We carry out or install and not any existing system or installation.
17. You may cancel Your agreement with Us up to 14 days after the date on which any Equipment is delivered. This is known as your cooling off period. You agree and confirm that if You have asked for Works to begin during the 14 day cooling off period that We are permitted to commence the Works and if you thereafter decide to cancel the agreement after work has commenced, We are permitted to charge You Our reasonable costs for Works carried out at the time of cancellation and any Equipment that has been installed in your Premises. You will not be permitted to cancel the contract once it has been completed or the equipment has been fully installed into the Premises. You agree we may deduct any sums due to Us from any deposit paid.
18. If You terminate a contract with Us for any reason, We shall make such charges as are commensurate with the amount of Works that have been carried out or Equipment supplied and fitted (subject to any cooling off period), having regard to any Estimate provided and any variations to that Estimate.
19. We may cancel the Contract at any time by giving written notice to You. If we cancel without good reason, we may be responsible for any reasonable costs or losses you have sustained as a result of such cancellation. If we cancel the Contract as a result of your breach, you may be responsible for charges/sums incurred by Us.
20. You agree that as and when We deem it appropriate, we may use sub-contractors or third parties to carry out the Works.
21. We may offer you finance which is arranged by Us as a credit broker for the finance provider, we do not charge you for this service but may be paid a fee by any lender. Terms and condition relating to this are governed by a separate agreement. If you terminate your Contract with Us any finance agreement may also terminate automatically.

22. We shall not be liable in any circumstances for loss of any profit, indirect or consequential loss arising under or in connection with the Contract and any Works carried out.
23. We shall not be liable for any delay or failure to perform obligations under this Contract as a result of a force majeure event
24. A person who was not a party to the Contract shall have no rights to enforce its Terms. No variation of these Terms is permitted unless agreed in writing and signed by Us.
25. These Terms and the Contract and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the Law of England and Wales and each party agrees that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with them.