

Terms & Conditions

1. Introduction

These are our Terms & Conditions. They tell you:

- The rules for using our services
- What you can expect from us
- Your rights and responsibilities

2. When These Terms Apply

Please ensure you read these terms before using our services. By using our services, you are agreeing to these terms.

3. What Do We Mean by “Services”?

Anything offered by Warm Again Heating Services,

- Enquiries
- Servicing
- Installations
- Repairs
- Emergency Call Outs
- Power Flushing
- Project Work

4. Terminology

For the purpose of these terms & conditions the following words have the following meanings:

- “Us/We/Our” refers to Warm Again Heating Services.
- “You” refers to you: the customer (the person or organisation for whom we agree to carry out work and/or supply or materials).
- “Tradesperson/tradespeople” refers to the representative(s) appointed by Warm Again Heating Services to carry out work.

We reserve the right to refuse or decline to undertake any work. We reserve the right, at our absolute discretion, to designate the tradesperson/tradespeople who will represent us.

5. Hourly Rate Work

The total charge to you will consist of the cost(s) of:

- Labour (the amount of time spent carrying out work) including all reasonable time spent in diagnosing faults and obtaining non-stocked materials, charged in accordance with our current hourly rates.
- Materials supplied by us with mark-up

You will only be charged for the time spent related to your work. All other time, i.e. lunch breaks, is non-chargeable.

6. Fixed Price Work

If a Fixed Price is requested, the total charge to you will be given as a firm cost, inclusive of labour & materials (valid for 28 calendar days)

Where a written estimate has been supplied to you, the total charge outlined in the estimate is anticipated to be within 20% of the final cost. (Valid for 28 calendar days)

Fixed Price work and Written Estimates may be revised in the following circumstances:

- If, after submission of the estimate or commencement of work, you instruct us (in writing or verbally) to carry out additional work not referred to in the estimate.
- If there is an increase in the price of materials.
- If it is discovered that further work needs to be carried out which were not anticipated when the estimate was prepared or omitted in error.
- If, after submission of the estimate, it is discovered that there was a manifest error when the estimate was prepared.
- Requirement of a detailed Insurance Report (in addition to the estimate and invoice) will incur a nominal charge of £25.00.

Estimates and fixed price work excludes the cost of builders work and making good unless otherwise stated and does not include handling or disposal of hazardous materials such as asbestos.

We will not be under any obligation to provide an estimate to you and will only be bound by estimates given in writing to you and signed by an authorised representative. We reserve the right to amend or withdraw the Estimate at any time prior to it being accepted by You. We will not be bound by any estimates given orally or in which manifest errors occur.

Where written estimates are required for large projects a small payment may be required to cover time spent on research and compilation. This will be refunded against the deposit should the estimate be accepted.

7. Material Collection

Collection of non-stock items during hourly charged work is chargeable, however time taken will be kept to a minimum and within reason, should not exceed 45 minutes.

8. Safe Working Space and Access

If a clear working area is requested for the work to be undertaken this needs to be actioned prior to the appointment start time. This will typically include but not be limited to; clearing the floor space, units and worktops, removal of furniture, fragile items, picture frames, also towels and other items from airing cupboards. If kitchen units or doors need to be removed this will be discussed in advance, otherwise it can be assumed they are ok to be left in place. Please check if you are unsure of what is required as excessive amounts of clearing the workspace by engineers on the day may be charged at the standard half hourly labour rate.

You will provide adequate facilities for economical execution of the work. These will include, but are not limited to:

- access to the Property,
- use of gas, electricity, water and drainage.
- use of toilet facilities

9. Invoices & Payment

Upon your agreement for us to carry out estimated or PreBooked work over a value of £500 inc. vat, a deposit payment of 50% of the total is payable immediately to secure the appointment. We reserve the right to request full payment in advance at our discretion. Larger projects may require payment by weekly instalments, this will be agreed prior to commencing work.

Upon completion of work you will be invoiced, for which payment is due on receipt. Warm Again Heating Services reserves the right to accrue and charge interest on any part of an invoice which remains unpaid at a rate of 4% over the base rate until payment is received by us in full. Additional labour charges for time resolving unpaid invoices and legal fees may be added at our discretion at standard hourly rates. You accept sole liability to make payment in full, unless you disclose when initially instructing us, to carry out work and/or supply materials that you are acting on behalf of a third party. Payment is due upon completion of the work unless other terms are agreed in writing.

10. Timekeeping

Where the date and/or time for work to be carried out is agreed, we will use reasonable endeavour to ensure we attend accordingly. We accept no liability in respect of the non-attendance or late-attendance, or for the late or non-delivery of materials.

We will not be liable for any delay, or for the consequences of any delay, in performing any of our obligations if such delay is due to any cause beyond our reasonable control, and we will be entitled to a reasonable extension of the time for performing such obligations.

11. Cancellation

If you need to cancel (or rearrange) your booking, you must notify us (preferably by telephone) by the end of the working day before the scheduled booking.

12. Satisfaction

Warm Again Heating Services is committed to offering excellent customer service. However, we recognise that things do sometimes go wrong. If, after we have carried out the work, you are not wholly satisfied with our service(s) you must provide us with written notice within 12 months. You must allow us, and our insurers, the opportunity to both inspect and carry out remedial work where appropriate. If you fail to notify us, as outlined above, then we will not be liable in respect of any defects in the work carried out.

If you feel something has gone wrong and you wish to complain please: Telephone us on: 07799755234 or write to us at: Warm Again Heating Services, 13 Youngs Road, Bournemouth, BH11 9EW. Or email us at: info@warmagainheating.com.

13. Guarantee

In the event a fault re-occurs during the first 28 days after a repair or installation we will return to diagnose the problem with no charge. Additional parts or work required are not included.

Additionally, for your peace of mind, we provide a 12 month guarantee on labour carried out by ourselves, in respect of faulty workmanship only. This is active from the date of completion of work, in addition to any manufacturer's warranty/warranties. The guarantee will become null & void if the work/appliance completed/supplied by us is:

- Subject to misuse or negligence.
- Repaired, modified or tampered with by anyone other than ourselves. We will accept no liability for, or guarantee suitability, materials supplied by you & will accept no liability for any consequential damage or fault.

We will not guarantee any work in respect of:

- Blockages in waste or drainage systems.
- Blockages or failure due to sludge or lime scale.
- Any work undertaken on instruction from you and against the written or verbal advice of the tradesperson.

Work is only guaranteed in respect of work directly undertaken by us and with full payment having been made. Any non-related faults arising from recommended work which has not been undertaken by us will not be guaranteed.

Where we agree to carry out work on installations of inferior quality (or over 10 years old) no warranty is given in respect of such work and we accept no liability in respect of the effectiveness of such work or otherwise.

14. Liability

We will only be liable for rectifying our own guaranteed work, and will not be held responsible for any ensuing damage or claims resulting from other work overlooked or subsequently requested and not undertaken at the time.

We will 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 you have been notified by the tradesperson either verbally or indicated in ticked boxes or in our comments/recommendations.

We shall not be held liable for any delay, or consequences of any delay, in performing our obligations if such a delay is due to any cause beyond our reasonable control and we shall be entitled to reasonable time extensions.

We will be entitled to fully recover the costs or damages from any tradesperson whose negligence or faulty workmanship makes us liable to pay for those damages or rectification of work.

You will be solely liable for any hazardous situation in respect of the Gas Safe Regulations or any Gas Warning Notice issued.

No responsibility is taken for the correct ordering, specification, delivery, condition, return or warranty of goods supplied by You. Work undertaken using customer supplied materials will be charged on an hourly rate due to the increased risk of complications and delays. We reserve the right to charge for missed working time caused by your failure to supply the correct materials on time. We accept no responsibility for the disposal of packaging, waste materials and original parts where supplied by the customer.

15. Title to Goods

Goods supplied and delivered by us to you, or your premises, shall remain our property until paid for by you in full. Whilst goods remain our property we have the absolute authority to:

- Retake, sell or otherwise deal with or dispose of all or any part of these goods.
- Enter any premises, at any time and without notice, in which goods or any part thereof is installed, stored or kept, or is reasonably believed so to be.
- Seek a court injunction to prevent you from selling, transferring or otherwise disposing of such goods.

The risk in such goods will pass to you on delivery to you. You must insure them at replacement value, and if asked you must produce evidence that they are properly insured.

16. Other Aspects

If you have specifically requested a visit from us for the purpose of carrying out urgent repairs and/or maintenance, you will not be entitled to a statutory 14 calendar day cancellation period further to Section 28(1)(e) of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. 7. 1. Accepting an appointment within the 14 day cancellation period will be taken as consent to forfeit this consumer regulation.

When installing a new appliance into your property or powerflushing, there is a possibility that pre-existing faulty or unsatisfactory pipe work may fail and result in a water leak. We will not be liable for any damage or loss caused by such a leak nor will we be responsible for repairing the pipe work itself. It may be necessary to connect new equipment, fixtures and fittings to the existing electrical, central heating or hot water system which may include access through internal or external walls and finishings. We will not be liable for repairing or replacing any parts of the existing system which develops a fault as a result of the new equipment unless it is proved to have been caused by our negligence.

We will take care to carry out the works without causing damage to your property. We are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover in the course of installation and/or performance by us. If it is necessary to remove or alter fixed furniture (e.g. kitchen units) or flooring you should arrange for a specialist contractor to carry out such works. We will endeavour to give notice if such works are required. If you instruct us to carry out such works we will not be held liable for any resulting damage to the furniture or flooring or surrounding area, reinstatement or making good. Certain areas may need redecoration, repair, restoring or refixing once the Works have been completed and is not included in the agreed price. Redecoration and replacement of flooring will be your responsibility and at your cost.

Water supply rates can be variable, we cannot be responsible for your central heating system failing to function properly because your water supply becomes inadequate or variable.

In the rare instance that non-refundable parts (as stated by supplier) are needed, We will require payment before purchase and this aspect of the quote will be non-refundable. You will be notified of this before parts are ordered if this is the case.

16. General

Our terms and conditions will prevail over any terms and conditions used by you or contained, set out or referred to in any documentation sent to us by you. By entering into a contract with us you agree irrevocably to waive the application of any of these terms and conditions.