

Terms and Conditions (goods and services) Feb 2017

Definitions and interpretations In these terms "H&C", "we", "our" or "us" means ONGO Heating & Plumbing Ltd T/A Hales & Coultas Heating & Plumbing. "You" or "your" means the person or company who are purchasing goods or services from us (the customer).

Ownership of goods All goods remain the property of H&C until payment is made in full.

Responsibility of goods all goods become the responsibility of the customer once installed or delivered to site ready for installation.

Items included in quotations Quotations are only for the items listed and only include, supply, installation, commissioning, or any ancillary products if stated.

Delivery Timetable - Following the receipt of an order the delivery dates and installation timetable can be arranged. We will always endeavour to accommodate any delivery or installation requirements.

Preparation Quoted work is assumed that furniture, ornaments, breakables etc will be removed prior to our visit, unless otherwise agreed. There may be an additional charge if there is considerable work involved to move furniture as a necessity for us to carry out our work. Any request or agreement for us to move any items will be carried out at the risk of the Householder / customer. We will not be held responsible for any damage or breakages caused by this reason will you not be covered under our insurance.

Asbestos - All engineers are trained in the awareness of asbestos. Unless stated in your quotation then any costs relating to the removal of asbestos will be your responsibility. We will discuss any issues if asbestos is discovered at your property, work may have to stop immediately, and on some occasions the premises vacated. Our main concern in these circumstances will be the safety of our staff, you, our customers, and other persons who could be affected.

Permissions and Approvals - It is the responsibility of the customer to obtain all permissions or approvals necessary for the installation unless stated that H&C will apply for permission i.e. registration with building control.

Guarantees and Warranties - H&C standard workmanship and materials warranty of two years from date of the work carried out. H&C extended guarantee periods normally offered with quoted work will only remain valid if the following conditions are adhered to :-

a) subject to any clauses covered in the quotation documents,

- b) appliances have been serviced by H&C, within 6 weeks of the installation date and any advised work highlighted at the time of a service or breakdown visit has been carried out,
- c) no other Plumbing and heating engineers, other companies, or other persons not having written permission from H&C to carry out work or repairs to appliances or pipework installed by H&C
- d) no outstanding payments are due on the account.

Manufacturers guarantees manufacturers guarantees are offered as part of our arrangements with manufacturers. Once installed the responsibility of the manufacturer's warranty or guarantee is with the manufacturer, and any involvement by H&C will be at the manager's discretion Guarantee registration Guarantees or warranties, either H&C or Manufacturer's will only be granted / applied for on receipt of final payment. Exclusions to this is for work carried out between the completion period and payment due period, or at the Managers discretion.

Servicing Requirements – Gas and Oil appliances must be serviced annually to ensure warranties and guarantees are adhered to. The service may be carried out within 6 weeks prior to the service date. The service date will then remain fixed year after year.

Preparation for delivery – H&C are responsible for delivery to the site and to a location arrange for storage until installation only. It is the responsibility of the customer to arrange an area for safe storage to be agreed before delivery.

Scrap allowance Unless otherwise stated quoted work has a built in allowance for the removal of scrap. A further charge may be made to the householder / customer if the customer, agent, or employee of the householder / customer wishes to keep scrap removed from the property in connection with H&C work. Any scrap removed from the property becomes the property and responsibility of H&C unless stated differently.

Exclusions Unless stated in a quotation then no inclusions are made for boxing in pipework, lifting or relaying carpets, redecoration, painting of building fabric which may be disturbed as a result of any installation work.

Damage to Property Any damage to goods or property caused by the action of our employees or as a result from shoddy workmanship will be repaired / replaced by H&C. All employees of H&C are suitably trained, qualified and insured to carry out the work they are employed to do. Any claim for damage to a property will be firstly addressed via our complaints procedure.

Complaints Procedure We always endeavour to provide the best service and products for our customers. However, on rare occasions, we recognise that there may be times where our customers may not be completely satisfied.

To ensure we are able to put things right as soon as we can, please read our complaints procedure below and we will respond promptly to ensure complete satisfaction.

As soon as possible after the completion of the works, please inspect the work to ensure everything has been carried out to our usual high standards.

In the unlikely event there is anything you are not completely satisfied with, please contact us as soon as you can in order that we can rectify any problems as soon as possible. Either call us on: 01724 843703, write us at: Hales & Coultas, 35 Northampton Rd Scunthorpe DN16 1UJ or email us at enquiries@halescoultasplumbing.co.uk on the details at the top of this document.

We aim to respond within 14 days of receiving your complaint and where possible, will provide you with a date to remedy any issues raised.

Where we are unable to resolve your complaint using our own complaints procedure, as a Which Trusted trader we use Dispute Resolution Ombudsman for dispute resolution. In the unlikely event that we cannot remedy your complaint to your satisfaction you may wish to refer your complaint to them. If you wish to do so please contact Which Trusted traders in the first instance on 0117 981 2929.

Agreement to work Day to day customers have the opportunity to view our terms and conditions, however this is a service industry agreement and considered un-necessary for emergency work. Quoted work and planned work require an acceptance form completing which is in agreement to our terms and conditions

Customer cancellations - Cancellation may incur a charge for replenishing stock, re-organisation or loss of work.

H&C cancellations - We may have to cancel planned work due to workload, illness or other unforeseen circumstances. Any offer of compensation or reduction in charges will be at the Managers discretion.

Charges Standard charges are calculated by a fixed fee which covers the first half an hour on site for one engineer. This fee includes the transport charge, travel time, administration and overheads relative to the postcode of the job. Additional time over and above this charge will be charged at the standard rate for each employee as appropriate. No further charge for transport, or travel time would be made. Only if a new job is raised will another charge for the first half an hour be applicable. Other work may be

priced on an individual matter i.e. quotations, long term contracts and work over and above our usual distance travelled.

Payment Unless agreed on an individual basis then payment for goods and services rendered will be due 7 days from the issue of an invoice. Invoices not settled within our payment terms will be referred to the Manager. This may result in the debt being passed on to a Debt Recovery Agent, or a claim made through courts.

Returns Damaged and faulty goods may be returned for replacement of refund however other returned goods may be subject to a restocking and handling charge as appropriate.

Special orders Goods and/or services which are subject to a special order i.e. carriage charges or one off manufacturing charges will be considered not returnable and need to be paid for as agreed at the time of ordering.

Credits will be refunded in the same manner as the original invoice was paid. I.e. card payments will be credited via card payment etc.

Revised A Coultas - March 13th 2018