

## **TERMS AND CONDITIONS OF SALE AND SERVICE**

*ONGO Heating & Plumbing Ltd, Trading as Hales & Coultas Heating & Plumbing*

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Website: [www.halescoultasplumbing.co.uk](http://www.halescoultasplumbing.co.uk)

Company Registration Number: 10365696

VAT Registration Number: 135577593

Gas Safe Registration Number: 588400

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### **1. Definitions**

In these Terms and Conditions:

"Company", "we", "our" or "us" means ONGO Heating & Plumbing Ltd trading as Hales & Coultas Heating & Plumbing.

"Customer", "you" or "your" means the individual, company, organisation or representative purchasing goods and/or services from us.

"Works" means all labour, services, repairs, installations, maintenance, inspections, testing and associated activities carried out by us.

"Goods" means all materials, appliances, fixtures, fittings, equipment and products supplied by us.

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### **2. Acceptance of Terms**

These Terms and Conditions apply to all quotations, orders, contracts and works unless otherwise agreed in writing. Any quotation constitutes an offer which may be accepted by written acceptance, purchase order or instruction to commence works. Commencement of the works shall also constitute acceptance of these Terms and Conditions.

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These Terms and Conditions shall prevail over any terms put forward by the Customer unless expressly agreed in writing by us.

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### **3. Priority of Documents**

In the event of any inconsistency between the quotation, any specification and these Terms and Conditions, the order of precedence shall be: (1) the quotation, (2) the specification, and (3) these Terms and Conditions.

### **4. Quotations, Scope and Variations**

All quotations remain valid for 30 days unless otherwise stated.

Quotations are based upon information available at the time of survey and may be subject to adjustment should unforeseen circumstances arise.

The works are limited to those expressly set out in the quotation and include only those items specifically detailed within the quotation.

Any additional works, attendances, delays, changes or works required due to unforeseen circumstances shall be treated as a variation and shall be chargeable.

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### **4. Ownership of Goods**

All goods supplied remain the property of ONGO Heating & Plumbing Ltd T/A Hales & Coultas Heating & Plumbing until payment has been received in full.

We reserve the right to recover any unpaid goods where payment remains outstanding.

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### **5. Responsibility for Goods**

Risk in the goods passes to the Customer upon delivery to site or installation, whichever occurs first.

The Customer is responsible for protecting goods from theft, damage, misuse or deterioration once delivered.

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### **6. Customer Responsibilities**

The Customer shall:

- Provide safe and unrestricted access to the property and work areas.

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- Ensure adequate parking arrangements where reasonably possible.
  - Provide access to electricity, water and other services necessary to complete the works.
  - Ensure pets, children and vulnerable persons are kept away from work areas.
  - Obtain any permissions, consents, approvals or licences required unless expressly agreed otherwise in writing.
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### **7. Preparation of Work Areas**

Unless otherwise agreed in writing, the Customer is responsible for:

- Removing or protecting furniture.
- Removing ornaments and valuable items.
- Removing or protecting carpets and flooring.
- Protecting decorations and personal belongings.
- Providing clear access to all work areas.

Where the Customer fails to adequately prepare the work area, delays and additional costs may apply.

We shall not be liable for any damage to furniture, fixtures, fittings, carpets, flooring, decorations or personal belongings that have not been removed or adequately protected prior to commencement of works.

Where we agree to move any furniture, appliances or possessions, this shall be entirely at the Customer's risk and we shall not be liable for any resulting damage unless caused by our negligence.

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### **8. Delivery and Storage**

We are responsible for arranging delivery of goods to site where included within the quotation.

The Customer shall provide a secure, dry and suitable storage area where required.

Once goods have been delivered, responsibility for their safekeeping rests with the Customer.

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### **9. Scrap Materials**

Unless otherwise stated, quotations include a reasonable allowance for the removal and disposal of scrap materials.

All removed materials become our property unless otherwise agreed in writing.

Should the Customer request retention of removed materials, additional charges may apply.

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### **10. Exclusions from Quotations**

Unless specifically included within the quotation, the following are excluded:

- Boxing-in of pipework.
- Joinery works.
- Building works.
- Electrical works.
- Plastering.
- Tiling.
- Decoration.
- Painting.
- Floor covering replacement.
- Carpet lifting and relaying.
- Asbestos removal.
- Structural alterations.
- Repair of concealed defects.
- Removal, relocation or reinstatement of furniture and personal belongings.

Any such works required during the project may be charged as additional works.

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### **11. Unforeseen and Hidden Defects**

Quotations are prepared based on visible conditions at the time of survey.

Should concealed pipework, wiring, structural defects, asbestos, water damage, rot, corrosion or other unforeseen issues be discovered during the works, additional costs may be incurred.

The Customer will be informed before additional chargeable work is undertaken wherever reasonably practicable.

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### **12. Workmanship Warranty**

We provide a workmanship warranty of two (2) years from the date of completion of the works.

The warranty covers defects arising directly from faulty workmanship undertaken by ONGO Heating & Plumbing Ltd T/A Hales & Coultas Heating & Plumbing.

This warranty does not cover:

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- Fair wear and tear.
- Misuse, neglect or accidental damage.
- Lack of routine maintenance.
- Damage caused by freezing, contaminated system water, poor water quality, power supply issues or external influences.
- Manufacturer defects or component failures covered by a manufacturer's warranty.
- Works carried out by third parties.

### **Warranty Voidance Following Third-Party Works**

The workmanship warranty shall become immediately void if any third party undertakes repairs, modifications, adjustments, servicing, maintenance, replacement of components or alterations to the installation or appliance without our prior written consent.

Diagnostic inspections or investigations carried out by a manufacturer, warranty provider or technical support representative shall not invalidate the workmanship warranty, provided no repair, adjustment, alteration or replacement work is undertaken.

Where any third party has carried out work on an appliance or installation following completion of our works, we shall have no liability for any subsequent defect, damage, malfunction or consequential loss.

### **Manufacturer and Third-Party Reports**

Where a manufacturer, warranty provider, utility company, insurance representative, surveyor or other third-party engineer attends an installation or appliance and alleges that a defect, failure or issue has arisen as a result of our workmanship, installation methods or materials supplied by us, we reserve the right to request a written report detailing their findings.

Any claim made under our workmanship warranty following such attendance must be supported by suitable written evidence where available.

Verbal comments, opinions or advice provided by third parties shall not be considered sufficient evidence for the purposes of a workmanship warranty claim.

Until such written evidence is provided, we reserve the right to treat any attendance, investigation, diagnostic work, repair work or remedial visit as chargeable in accordance with our prevailing rates and charges.

Should the written report demonstrate that the issue arose directly from our workmanship and falls within the scope of our workmanship warranty, any reasonable charges paid by the Customer for the relevant attendance may be refunded or credited at our discretion following a thorough investigation.

### **Servicing Requirements**

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Where manufacturer instructions require annual servicing or maintenance to maintain product warranties or guarantees, it shall be the Customer's responsibility to ensure such servicing is carried out.

Failure to comply with servicing requirements may invalidate both manufacturer warranties and any related workmanship warranty provided by us.

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### **13. Manufacturer Warranties**

Manufacturer warranties remain subject entirely to the manufacturer's terms and conditions.

We accept no responsibility for decisions made by manufacturers regarding warranty claims.

Warranty registrations will only be processed following receipt of full and cleared payment.

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### **14. Charges**

Our standard attendance charge consists of a fixed fee covering the first one (1) hour on site for one engineer.

This fee includes:

- Travel time.
- Vehicle costs.
- Administration.
- Scheduling.
- Associated overheads.

Time spent beyond the first hour will be charged at the applicable hourly rate.

Additional engineers, specialist equipment, access equipment or subcontractors will be charged separately where applicable.

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### **15. Payment Terms**

#### **Domestic Customers**

Payment is due within fifteen (15) calendar days from the invoice date unless otherwise agreed in writing.

#### **Commercial Customers**

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Payment is due within thirty (30) calendar days from the invoice date unless otherwise agreed in writing.

## **16. Suspension**

We reserve the right to suspend works, certification, inspections or attendance where payment is overdue. Such suspension shall not affect the Customer's obligation to make payment, and we shall not be liable for any delay arising from such suspension.

All costs and expenses arising from suspension, delay or remobilisation shall be chargeable.

## **17. Late Payment and Debt Recovery**

Failure to make payment by the due date shall constitute a breach of these Terms and Conditions.

Where payment remains outstanding, reminder notices may be issued by telephone, email, SMS or post.

A maximum of three (3) payment reminders will be issued.

If payment remains outstanding following the third reminder, the debt will be referred to our legal representatives, debt recovery agents or court proceedings may be commenced without further notice.

The Customer shall be responsible for all reasonable costs incurred in recovering overdue sums, including debt recovery fees, legal fees, court fees, tracing costs, administrative costs and statutory interest where applicable.

We reserve the right to suspend ongoing works, future appointments, warranty support, servicing arrangements and credit facilities whilst any account remains overdue.

For commercial customers, statutory interest and compensation may be charged pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 and any subsequent amendments.

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## **18. Missed Appointments and Access**

If our engineers attend site and are unable to gain access, or the appointment is cancelled with less than 24 hours notice, we reserve the right to charge a missed appointment fee.

## **19. Damage to Property**

We will take all reasonable care whilst carrying out works.

Any damage directly caused by our negligence or faulty workmanship will be investigated and, where appropriate, repaired or compensated.

We shall not be liable for:

- Existing defects.
- Hidden defects.
- Consequential losses.
- Damage caused by failure to prepare the work area.
- Damage to concealed services not reasonably identifiable before work commenced.

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## **20. Insurance**

We shall maintain appropriate insurance cover. The Customer is responsible for insuring the property, site and contents.

## **21. Complaints Procedure**

Complaints should be submitted in writing within 14 days of the issue arising.

We aim to acknowledge complaints within 5 working days and provide a substantive response within 14 working days.

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## **22. Cancellation**

Consumers have statutory cancellation rights under applicable consumer legislation.

Where works are cancelled after materials have been ordered, labour allocated or specialist goods purchased, we reserve the right to recover all reasonable costs incurred.

Special-order goods are non-refundable unless faulty.

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## **23. Returns**

Returned goods may be subject to supplier restocking charges.

Any restocking charge shall not exceed 25% of the original purchase price unless imposed by the supplier.

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## **24. Refunds and Credits**

Refunds shall normally be made using the original payment method.

Any approved credit shall be processed within a reasonable period following agreement.

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## **25. Limitation of Liability**

Nothing in these Terms shall limit or exclude liability for death or personal injury caused by negligence, fraud, or any liability which cannot be limited or excluded by law.

Subject to the above, our total liability arising from any contract, work or service shall not exceed the total value of the relevant contract or invoice.

We shall not be liable for indirect, consequential or economic losses including loss of profits, loss of business, accommodation costs, loss of opportunity or business interruption.

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## **26. Data Protection**

Any personal information provided to us shall be processed in accordance with applicable data protection legislation and our Privacy Policy.

Information will only be used for the purposes of providing quotations, services, warranty administration, invoicing and associated business activities.

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## **27. Force Majeure**

We shall not be liable for any failure or delay caused by circumstances beyond our reasonable control.

## **28. Termination**

We may terminate the contract immediately where the Customer is in breach of these Terms and Conditions or fails to make payment when due. Upon termination, the Customer shall pay for all works carried out and costs incurred.

## **29. Governing Law**

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.

Any dispute shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## 30. General

These Terms and Conditions constitute the entire agreement between the parties and supersede all previous discussions or agreements. We may subcontract or assign our obligations. The Customer may not assign its rights without our written consent.

No variation of this agreement shall be effective unless agreed in writing.

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**Document Owner:** ONGO Heating & Plumbing Ltd T/A Hales & Coultas Heating & Plumbing