

# TERMS AND CONDITIONS

"The company" is A.C.Wilgar Limited its authorised employees and agents. "The customer" is the person to whom the quotation is addressed, their principal or agent, property owner and occupier

1. Together with this central heating quotation, these Terms and Conditions shall form the whole of the contract between the company and the customer, subject to any written amendments or additions thereto, signed by an authorized officer of the company, and the customer warrants that no representations other than as therein set out or other verbal representations not confirmed in writing will be deemed valid under this contract.
2. **This agreement shall be binding upon the company if**
  - a) **The quotation is accepted within one month of the date hereof**
  - b) **The customer accepts any proposed works or appointments by way of e-mail, telephone or letter.**
  - c) **The credit check carried out by the company upon the customer is satisfactory.**
3. If the customer fails to accept the quotation within one month from the date hereof or if any delay or restriction arises in commencement execution or completion of the contract works for any reason whatsoever beyond the control of the company then in addition to the contract price the company shall be entitled to be paid any and all additional costs of materials, labour, overhead and additional expenses arising.
4. Design details and drawings prepared and/or provided by the company shall remain the property of the company in whom copyright shall be vested.
5. If the customer shall at any time prior to completion of the contract works be in breach of the terms hereof or shall purport to cancel or revoke this contract then in each and every event the company shall be entitled to be paid the following sums:
  - a) All costs and expenses incurred by the company in the preparation and design of the installation.
  - b) The cost of all materials and equipment actually delivered to site.
  - c) The cost of all work done and labour costs incurred.
  - d) Liquidated damages for loss of profit.
6. The company will clear away from the customer's premises without allowance or charge all disconnected materials and packaging other than oil storage tanks, electric night storage heaters and enclosed equipment to which access for removal is restricted.
7. No liability shall attach to the company for delay in the commencement execution or completion of works howsoever caused and any approximate starting or completion dates while given in good faith shall not be binding upon the company and time shall be of the essence of the contract only in so far as payment is concerned.
8. Acceptance of the quotation constitutes a warranty and representation by the customer that he has complied and will comply with every applicable statute order in counsel regulations or direction by-law or other lawful requirements or instruction whether of the Government of any Local or other lawful Authority and in particular that he has lawfully obtained every necessary authority licence permit or consent that is or may be required in connection with the contract works.
9. The customer should be aware and take full account of the requirements of the current Building Regulations and it is assumed that any additional works required to so conform with these Regulations not contracted by the customer to the company will be undertaken by the customer separately. Similarly, the customer should be aware of the requirements of the latest edition of the IEE Wiring Regulations and make separate provision to comply with all the requirements of these Regulations including the final earthing and crossbonding of equipment not included and specified within the Terms of this contract with the company.
10. It is assumed that a minimum mains water pressure of 2 Bar will be available from the existing incoming supply for the proper working of the new installation. Any failure to provide such a minimum pressure will remain the responsibility of the customer who hereby agrees to meet the cost of any necessary water boosting system. It is further assumed that any existing hot and cold water service, pipework, taps, ball valves, showering equipment and other plumbers' brassware will be suitable, where necessary, for connection to the cold water main and operate effectively under the local working pressure. Any pressure regulation device which may be required, or modification to existing equipment, to decrease or increase pressure will remain the responsibility of the customer. It is also assumed that all primary circuit heating equipment, connected to a new appliance, including pipework, radiators and valves is in sound condition and will be capable of operating without defect at a working pressure up to 5 Bar.
11. All materials and equipment on the customer's premises whether fixed or unfixed shall be the customer's responsibility and in the event of any such goods being damaged destroyed or stolen the customer shall pay to the company the full value thereof together with the cost of any work damaged destroyed or lost and the cost of replacing any such materials and of reinstating or restoring any such work shall be paid by the customer.
12. Notwithstanding the provision of Clause 11 hereof the customer shall be solely responsible for all loss or damage arising from fire howsoever caused to the contract works or to materials fixed or unfixed or the customer's premises or property and shall indemnify the company against such loss or damage.
13. All materials and equipment whether fixed or unfixed shall remain the property of the company until full payment of the contract sum has been made by the customer to the company. Non-compliance with the terms of payment will entitle the company to full recovery of the materials and equipment used for which purpose the customer hereby authorises the company their servants or agents to enter into and upon any premises occupied or in the control of the customer in which the materials and equipment may be and to detach and remove the said materials and equipment without being liable to any action claim or proceeding at the suit of the customer or any person claiming under or through him.
14. Whilst pipework and tanks installed in accordance with the quotation are insulated in accordance with the specification the company shall not be liable for any subsequent damage to the works or customer's premises or property caused by adverse weather conditions, e.g. frost.
15. The quotation assumes
  - a) that works can be undertaken by the company without interruption or delay by the customer his agent other trades or any third party or event beyond the control of the company including lack of adequate water gas or electrical supplies and should any such delay occur the company shall be entitled to immediate and full payment of the whole balance of the contract sum otherwise in accordance with the terms of payment following which the company will thereafter complete the installation works without variation or additional charge as soon as the customer provides the necessary access or facility. Should the gas pressure from the street be found to be insufficient upon completion, we will be unable to complete the installation and the matter will be referred to your local gas supplier to investigate.
  - b) that any existing system or equipment is in good working order and that pipework may be readily drained down, refilled and vented. No responsibility is accepted for the effective working of the existing system or any component part thereof and any condition or warranty expressed or implied is restricted to the new equipment detailed in the specification thereof by the company.
  - c) the customer shall arrange for the chimney to be swept before work commences and if, in an existing chimney, free passage for the lining material is obstructed for any reason whatsoever, then the customer shall meet the cost of clearing the obstruction or of any modification or addition to the works described in the Specification.
  - d) that safe access to install flue lining or other equipment will be available from a builder's ladder and if scaffolding, or other special means of access, is necessary, then the cost thereof will be chargeable as an extra and any structural defect in the condition of the chimney or any blockage thereof however caused, is the sole responsibility of the customer and shall be repaired at the customer's expense prior to commencement and/or during the course of works.

- e) the customer will remove carpets, lino and other floor coverings prior to the commencement of the installation and in the event of failure to do so any damage howsoever caused shall be the responsibility of the customer and no liability shall attach to the company.
  - f) that any asbestos related works, including the removal or isolation of asbestos materials, will be dealt with separately by the customer who shall be responsible for the employment of a specialist licensed contractor to identify, encapsulate or remove any such materials prior to the commencement of these contract works. We will always endeavour to highlight areas of risk, and may recommend suitable asbestos specialists where requested by the homeowner.
  - g) We do not accept responsibility for any existing leaking or defective pipework, including pipework or components that leak when a system is converted to mains pressure as part of any of the works carried out by A.C.Wilgar, and including powerflushing existing systems.
  - h) We will always endeavour to identify and highlight issues at survey stage (where applicable), but we cannot accept any responsibility for, existing structural defects or deficiencies in any portion of the building, including [but not limited to] walls, roofs, ceilings and beams, on which we may need to work on or disturb as part of any works.
16. The quotation includes making good holes in walls and ceilings which have been cut for the passage of new pipework etc. to a plaster finish only. The customer shall be responsible for all other making good or decoration to radiators, pipework, walls, ceilings, floors, linen cupboards etc. and chasing in or boxing in pipework and wiring. No additions or alterations will be made to plumbing services except as specified.
  17. The company will lift and re-lay normal softwood squared-edged floor boards. Any necessary renewal of floor boards is excluded. The customer will, where necessary, arrange for a specialist contractor to renew floor boards, lift and replace tongued-and-grooved sheet and laminate flooring, hardwood floors, parquet, rubber, tiled or other special floor surfaces.
  18. Where insulation and/or other works are to be carried out in the loft space the customer will clear all areas of stored material and ensure that free access is available.
  19. The models, sizes, description and location of radiators, boilers, cylinders, superficial pipework, controls and other equipment must be agreed by the customer in advance and carefully checked by the customer prior to the commencement of works. Any alterations required subsequent to commencement of works shall be at the expense of the customer.
  20. All temperatures quoted by the company are steady state against an outside temperature of minus 1°C at a boiler flow temperature of 82°C and a return temperature of 71°C. The following air changes per hour have been allowed for.

Living and Dining Areas	-	1
Bedrooms	-	1
Halls	-	1½
Kitchens and Bathrooms	-	2

To achieve the desired temperature the following conditions should prevail.

- a) all individual rooms and other areas in the dwelling should be treated simultaneously.
  - b) where the internal volume of any room or other area served by one radiator exceeds 1,400 cubic feet (41 cubic metres) an additional radiator is to be fitted.
  - c) it is assumed that loft insulation is fitted to a minimum thickness of 150 millimetres of glass fibre or equivalent.
  - d) the system should be operated for a continuous period of not less than 24 hours with all temperature controls fully open and the boiler flow temperature registering a minimum of 82°C.
  - e) The air temperature should thereafter be ascertained by placing a thermometer at a height of 1.5 metres from the floor in the centre of the room.
21. Where pipework is required to be laid in floor screeds, a suitable chase and purpose-built floor duct, with removable cover, must be provided by the customer and the customer shall, when reinstating such chases, take full account of the insulation and thermal expansion requirements of the pipework and should comply with all building and water authority regulations.
  22. The company shall not be liable for any damage caused to floors, walls, ceilings, carpentry etc. By the disturbance or removal of existing pipework or other equipment.
  23. Public liability insurance is maintained for any accidental damage to property caused by the company, or its employees, and this cover is extended to the customer in full, subject to any Conditions and Exclusions set out in the Policy, full details of which are available on request and deemed to be incorporated herein.
  24. Other than in so far as such claim may be covered by insurance the company's liability for any loss or damage howsoever caused shall be limited to a maximum sum not exceeding the invoiced price of the contract works excluding VAT.
  25. Subject to the customer making payment in full of the monies due under this Contract, our workmanship is guaranteed for 2 years. In the event that payment is not so made then the guarantee will be suspended. It is the customers' responsibility to ensure that all appliances and/or equipment installed must be serviced as per the manufacturer's instructions, alongside relevant industry legislation. Any damage to any appliance or equipment installed by A.C.Wilgar, or damage caused to any part of the property, furnishings or any other property due to that appliance or equipment not being serviced or maintained in accordance with manufacturers instructions, or in accordance with industry standards, will not be the responsibility of A.C.Wilgar Ltd.

## TERMS OF PAYMENT

25% of the Contract price is payable with order. The balance, including any additions or variations to the works, is due upon completion of the installation. Completion is deemed the point at which beneficial use of the installation is made available by the company to the customer.

Any failure to comply with these terms will incur the addition of 16% compound interest per month or part thereof on the total of any sum outstanding.

Should remedial work be required following completion of the substantive contract work and commencement of beneficial use by the customer, this will be carried out free of charge in accordance with the guarantee following payment in compliance herewith.

By signing the separate "Acceptance document" and/or accepting these terms and conditions you agree to waive your right to cancel the installation within 14 days of the date of the Quotation.

Should you take up the offer of a finance package, we will be unable to carry out the installation until a minimum 14 day "Cooling off period" has lapsed after the finance agreement has been signed.

## EXTENDED WARRANTY

Natural Gas Boilers supplied and installed by A.C. Wilgar Limited will be guaranteed against material or manufacturing faults for the duration of the guarantee period (Manufacturer's Guarantee). A.C. Wilgar Limited will on occasion offer customers an extended warranty on the basis that the boiler is serviced annually by A.C. Wilgar Limited. A.C. Wilgar Limited will replicate in full the terms and conditions offered by the manufacturer for the additional warranty period once the manufacturers guarantee has expired.