

Standard Terms & Conditions

Acceptance

Sign the section at the bottom of these terms and conditions and return tear off slip. The remaining copy is for you to retain for your records. Strike through any parts/options you do not require.

Payment terms/title of goods

Payment is due in full on completion of the installation and commissioning. On larger projects a deposit or prepayment will be requested. Payment is by BACS, cash or cheque with banker's card payable to 'Clark Heating'. All goods and parts (whether fitted or not) remain the property of Clark Heating until the bill is settled in full.

Overdue accounts

There will be seven days interest free from the date of invoice. Thereafter interest will be liable at 8% over the Bank of England base rate. The interest will be calculated as debt times interest rate divided by 365 times number of days late.

Timescale

Based on the workload normally the work can normally be carried out within two weeks, although an exact date can only be fixed after acceptance.

Normal hours/Weekend working

Unless specifically arranged, the work will not be carried out over weekends. Normal working hours are from 08.00 to 17.00hrs Mon-Fri. Travelling time is charged to the customer, unless work is quoted as fixed cost.

Validity

This estimate is valid for 30 days.

V.A.T

Clark Heating is registered for VAT, and therefore VAT is payable at the current rate, the VAT registration number is 924 8529 00 and a VAT invoice will be issued.

Insurance

Details of my Public Liability Insurance are available on request.

Parking/congestion charge

The above estimate assumes that ready access will be available to the van for tools and materials. Any parking/congestion charge costs incurred are in addition to the above estimate, and will be chargeable.

Services

I have assumed the provision of free use of Gas, Electricity, water, and other services on site.

Instructions, Benchmark certificates & manuals

Please note that these must be kept on the property for the use of both the user and to enable GAS SAFE Gas Engineers to service the equipment. The usual recommendation is to keep the manuals near the gas meter.

Access

Please ensure that good access is available to the work area (e.g. airing cupboards, under sink cupboards etc) and are clear before work starting.

Continuous working/working hours

This estimate is based on continuous working during normal working hours. If work is stopped (for example by awaiting other trades or to gain access) then this will be regarded as a chargeable variation to the contract. Timing is not the essence of the contract unless specified.

Asbestos/Hazardous substances

The owner of the property has a duty to disclose the location & details of any asbestos/hazardous materials or concealed services before work starting.

Carpets/Flooring

This will be 'loose laid' on completion unless specified in writing.

Additional costs

We raise quotations on the basis that there are no additional costs, however from time to time we may have to charge for unforeseen additional costs, for example finding a concealed steel joist in the way of a pipe run.

Matching materials

Please note that when replacing brickwork, ceramic tiles etc, we will nearest stock available materials unless specifically specified by the customer at time of order. Frequently, existing materials are unavailable as they are only made for a limited period of time.

Work to be completed by customer prior to or after installation

None, unless verbally agreed or specified in the estimate.

Existing services

This estimate assumes the existing services are adequate and legal, Additional work will be charged at extra cost (E.g. after work has started the existing gas pipe hidden under the floor is found to be too small, or a water pipe leaks when put under mains pressure; Replacement or repair will be at extra cost.).

Guarantee

All parts and workmanship are covered by a 12 months guarantee from the date of installation, unless damage is in our opinion caused by misuse, neglect or deliberate damage. Appliances e.g. boilers usually have a longer manufacturer's guarantee.

Electrical works

The above work is designed to meet the requirements of the IEE 17th Edition regulations, and I am qualified to design, install and test electrical installations and I will issue a NICEIC completion or minor works certificate as appropriate. Some Part P work will require notification via Benchmark Certification to the Local Authority Building Control.

Waste

The above estimate assumes that all waste will be left on site unless specifically stated. I am a licensed waste carrier under the Waste Regulations, and I am therefore able to remove waste, however I may make provision by contracting a waste skip or other provision. The cost of removing the waste is detailed in the quotation.

Building Regulations/Benchmark/Gas Safe/Data protection

This covers domestic heating, efficiency Un-vented and electrical work etc. I will carry out the statutory notification of gas and un-vented and other work to LA Building Control and to Benchmark, Gas Safe and others where required. Acceptance of the estimate indicates the client's agreement to their details being passed to Benchmark, Gas Safe and others and LA Building Control for that sole purpose.

Flushing

Please be aware that the process of flushing CH systems can give rise to leaks through existing corrosion in the system, please request further details.

Due care

All reasonable care will be taken carrying out the above work however responsibility is not accepted for consequential loss or damage. (For example damage to a fire surrounds which needs to be removed when maintaining a gas fire.)

VAT exemption

Some work or installations are zero rated, for example a disabled access bathroom. Please contact us for details.

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Please detach and return to Clark Heating, 20 Clinton Close, Budleigh Salterton, Devon, EX9 6QD.

Acceptance

I accept the above estimate **Ref: Q16/.....** I agree that the work meets my requirements, the terms and conditions above and agree to meet the payment terms.

Sign..... Name (please print).....

Date Position (if signing for company)

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

Notice of the Right to Cancel

Under the above regulations you have a right to cancel this contract during a period of 14 calendar days from the day this notice is sent or given to you. During that period if you choose to cancel the contract any money paid by you will be refunded.

However if you have already given written approval for the work to begin before the end of the cancellation period you may be required to pay for goods or services already provided.

If you wish to cancel the contract you must do so in writing and deliver personally or send (which may be by electronic mail or post) this to the person named below. You may use the form below if you want to but you do not have to.

The notice of cancellation is deemed to be served as soon as it is posted or in the case of an electronic communication from the day it is sent.

Complete, detach and return this form only if you wish to cancel the contract

Customer Cancellation Notice

Name of customer: _____

Address of customer: _____

I/We hereby give notice that I/We wish to cancel my/our contract dated _____

Customer signature: _____

Date: _____

This notice should be sent to:

Name:

Address:

Email address:

Contract reference _____

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

Work commencing prior to the expiry of the Cancellation Period

I/We agree that (Insert name) _____ may commence work on..... (date), before my cancellation period has expired.

I understand that if I decide to cancel within fourteen working days, I may be asked to pay for any work that has been done prior to my cancellation.

Signed Date