

# TERMS & CONDITIONS ('AGREEMENT')

These Terms and Conditions constitute the entire agreement between us and you for the services we provide to you. Please read these Terms and Conditions carefully. You should pay particular attention to Clause 9 which sets out the extent of our liability under this contract. These Terms and Conditions are written to be as clear and self-explanatory as possible but if there is anything that you do not understand or would like clarification on, please email us: info@greenairheating.com / call us: 07570054100 with your contact details.

#### SECTION 1 - DEFINITIONS

- The following definitions apply in these Terms and Conditions: Central heating system means the central heating system at the Premises including:
  - 1. the Boiler;
  - 2. the Controls (including electrical temperature controls);
  - 3. all pipes, radiators, valves, hot water cylinders and the central heating header tank.
- Contract means these Terms and Conditions('agreement').
- Controls means the programmer/time clock, room thermostat (if fitted), cylinder thermostat (if fitted) and zone valves (but excluding the fused spur switch and any thermostatic radiator valves).
- Boiler service Servicing boiler and its components as per British standards if MI not available.
- CP12 Gas safety record.
- Gas safe certificate CP12 or gas safety record.
- MI Manufacturer's instructions.
- Powerflush (Ideal Powerflush) means a process where we remove sludge from your central heating system.
- sludge the natural build-up of deposits in your boiler or central heating system, as it corrodes over time
- Price means the price you must pay for our services.
- We/us/our means GreenAirHeating Limited trading as 'idealheatingservices.com'.
- You/your the person or the company or people who have entered into this contract with us.
- Booking deposit Non-refundable payment made to us to confirm the booking.
- accidental damage when you do something that stops your boiler from working properly without meaning to.
- annual service a check each year to ensure your boiler is safe and working properly.
- boiler a single natural gas or Liquid Petroleum Gas boiler and flue on your property that's designed for home use and has a heat output capacity of up to 50kW.
- boiler data information we receive from your boiler IQ hardware.
- boiler IQ hardware the diagnostic module attached to your boiler and the hub connected to your broadband router.
- central heating the heat and hot water system on your property including your external expansion tank and vessel, radiators, bypass and radiator valves, system filters, cylinders, any immersion heater and its wired-in timer switch, and the pipes that connect them.
- commissioning check a check we'll do when we install your boiler to make sure your boiler and central heating is safe and working properly.
- controls the controls outside your boiler that make it work, including the programmer, any thermostats, motorised zone valves, and central heating pump and the pipes and wires that connect them. cylinders tanks that store hot water.
- gas supply pipe the pipe that connects your gas meter to your gas boiler and any other gas appliances you have on your property.
- home the building, including any attached garage or conservatory where you live or a home you own, including holiday
  homes or rental properties. monitor/monitoring keeping an eye on your boiler data so we can identify when your boiler is
  failing to produce heat or hot water.
- property/properties/premises a home and all the land up to your boundary including any detached outbuildings.
- repair(s)/repairing/repaired to fix your boiler or central heating system following an individual fault or breakdown.
   but not repairs that are purely cosmetic (for example mould, dents or scratches) or related to software which doesn't stop the main function of your boiler, appliance or system from working or making it unsafe.



- replacement/replace/replacing where we replace your boiler or parts with a British Gas approved standard alternative.
   We'll provide replacements with similar functionality but not necessarily an identical make and model or type of fitting. In the case of internet or Wi-Fi enabled boilers or parts, replacements will only be from the British Gas or Hive range or other conventional (non-internet connected) products.
- If we're unable to provide a boiler or part with similar functionality, we'll install a new and unused like-for-like alternative that you provide, but we'll only accept responsibility for our workmanship.
- sludge the natural build-up of deposits in your boiler or central heating system, as it corrodes over time.

#### SECTION 2 - YOUR CONTRACT

The following definitions apply in these Terms and Conditions: Central heating system – means the central heating system at the Premises including:

- 1. This agreement shall become binding on you and us when:
  - 1. You make a verbal appointment; or
  - 2. We receive payment of the price; whichever is the earlier, at which point this Contract shall come into existence.
- 2. Any quotation for the service is given on the basis that a binding contract shall only come into existence in accordance with clause 2.1
- 3. Where we do not carry out an inspection of your heating system before giving you a quotation, we will be relying on the information provided by you in giving this quotation. Should this information be inaccurate or if following an inspection of your heating system we are unable to offer this product or service for any reason, we may increase the price or cancel this contract as a result. If we increase the price, we will tell you as early and as clearly as possible.
- 4. We carry out pre work investigation before starting our service. If we find out that any component (such as radiator valve etc.) of heating system are not functioning well or faulty and may impact the overall performance of the work. We may offer/ask to repair/replace any components at additional cost. If this is the case, we will inform you the exact additional amount. If you refuse to agree such work, we may not be able to carry out the work. You shall be liable to pay the minimum call out charges set out in cancellation section 8
- 5. You must pay the price in full before we commence our services. We may negotiate with you to pay deposit at our sole discretion, in that case, you must pay the outstanding balance in full upon completion of the service.
- 6. We will endeavour to carry out the service on the date(s) we have agreed with you. However occasionally performance may be affected by factors beyond our control and so this cannot be guaranteed. We will let you know if we become aware of an unexpected delay and we will arrange with you new date(s) to carry out the service.
- 7. We are entitled to invoice full quoted price in case you fail to agree new date(s). You must agree to new date(s) if we cannot complete the service on the agreed date(s) as per clause 2.6.
- 8. The engineer will take pictures of the installed equipment for auditing and training process and for our own records. The engineer may also attend with other people including managers, supervisors, trainees or apprentices. From time to time, the company may use these images for marketing or promotional purposes.

## SECTION 3 - CONDITIONS AT THE PREMISES

- 1. You are responsible for making sure that:
  - 1. conditions at the premises are suitable for us to carry out the service;
  - 2. all the necessary facilities, services and supplies are already installed and working at the Premises. These include earthing and the supply of gas, electricity, water and appropriate drainage access.
- 2. If we consider that the conditions at your premises are not suitable for us to carry out the work or if you do not comply with your obligations under the clauses SECTION 3, We will have the right to cancel the Contract in accordance with clauses in SECTION 8.
- 3. We are only permitted to install gas appliances in domestic properties which are fitted with a domestic gas meter. If your property operates commercially or has a commercial gas meter installed, then we are unable to install any appliances and your order will be cancelled as per clauses in SECTION 8.
- 4. If, upon physical inspection of the site, it is determined that specialist equipment or a significant amount of extra work is required, then the we will inform you of any increase in costs prior to these costs being incurred. If the customer declines any



extra equipment, work required or cost to facilitate the installation work they are entitled to a refund as per clauses in SECTION 8

5. We won't start or continue doing any work on your property if we believe there's a health and safety risk, for example: hazardous chemicals, pest infestations, verbal or physical abuse, or harassment. And we won't return to finish the work until that risk is gone.

## SECTION 4 - YOUR RESPONSIBILITIES

- 1. Treatment of our staff
  - 1. You must at all times behave appropriately when our staff visit your premises. You must not physically or verbally abuse our staff in any circumstances.
  - 2. If you physically or verbally abuse our staff who visit your premises, we may cancel your contract.

#### Access to Premises

- 1. When we arrive on the installation day, someone 18 years old or older needs to be at the property who can make important decisions, such as where the boiler goes. If you're not at the property on the day of installation, you must make sure that there is somebody else present who can give instructions to our engineer, on your behalf.
- 2. It is your responsibility to let us into the premises at the time of our appointment to carry out the work. If we are not able to gain access to the premises at the time of the appointment, because you are not available to provide access, we will not be able to carry out the work. In these circumstances, we will write to you and inform you that we were not able to carry out the work.
- 3. If we fail to gain access to your premises to carry out the services at the time of the appointment, we reserve the right to charge you for our costs in attending your premises for that appointment. If we fail to gain access on two consecutive occasions, we may cancel your contract.
- 4. It is your responsibility to ensure there is adequate vehicle parking for the engineer to park their van within 30 meters of the entrance to the property. Any charges for parking or permits are to be paid for and arranged by the yourself or reimbursed to us.
- 3. Carpets, floors and finishing To help us complete our work we may need you to take up floor coverings including carpets or tongue-and-grooved, parquet, hardwood, rubber and tiled floors.
  - We'll give you as much notice as possible if we need you to do this and it will be up to you to put the flooring back once the work is done. You can call a specialist contractor to do this work or we may be able to do it for you at an extra cost.
- 4. Solar thermal Before we start your boiler installation, it's your responsibility to arrange for and pay a suitably qualified solar installer to decommission or drain the solar thermal system. You'll also need to arrange for the solar installer to recommission or fill the solar system once your new boiler has been installed.
- 5. System cleanse When we install your boiler, we'll carry out a system cleanse. This is where we push hot and cold water through your system. This won't remove sludge. it's your responsibility to arrange an Ideal Powerflush If you have sludge in your system, we'll recommend you have an Ideal Powerflush before we install the boiler.
- 6. Permission It's your responsibility to get any permission needed for the work, as we won't accept liability for unauthorised work, e.g. if you don't own the property, you'll need to get the owner's permission first, or if the property is a listed building, you may need planning permission. You'll be responsible for compensating us for any losses or costs we suffer if you fail to get the correct permission.
- 7. Gas and electricity supply You'll need to have an adequate gas and electricity supply to your property before we can start the work. We can put you in touch with a gas or electricity distribution company to arrange this if you need us to.
- 8. Water supply pressure We'll test your water supply pressure before we start work. As water supply rates can change, we can't be responsible for your central heating failing to work properly because your water supply becomes inadequate or keeps changing, unless we were negligent in how we tested your water pressure.
- 9. Additional work and restoration Sometimes we may have to do some extra work, for example if we can't use existing pipework, we need to do some wiring to install the boiler, or we have to move the flue. This work can cause damage to wall coverings, paint and solid wall insulation. You may need to redecorate, repair or restore certain areas once the work is completed. This restoration work is not included in the price we quoted and you'll be responsible for this.
- 10. Isolating your electricity supply If our engineer needs to safely isolate your electricity supply when carrying out works at your property, you agree that our engineer may de-energise and re-energise your supply as required. Before we isolate your supply, you must:
  - 1. give reasonable advance written notice of our intention to isolate your supply to any tenants or other third-party occupiers of the property. If requested by us, you agree to share a copy of such written notice with us; and
  - 2. tell us about any vulnerable people living at the property who might be affected by us isolating your supply, for example anyone with a medical condition that requires an uninterrupted electricity supply. You confirm that you will inform such occupants that their information will be shared with us as necessary. You must give any vulnerable occupants sufficient advance notice of our intention to isolate your supply to allow them to arrange additional



support if needed. You also agree to provide adequate support to any vulnerable occupants while we carry out such works

- 11. Pre-existing faults Where we've connected new equipment to your existing system or appliances, we can't accept responsibility for the cost of repairing or replacing parts of your existing system that later develop faults, or compensating you for any faults that:
  - 1. were already there when your boiler or system was installed, or were caused by anybody other than us when any changes or additions were made to your boiler or system; or
  - 2. we couldn't reasonably have been expected to know about before. For example, faulty pipes that don't have the correct protection, which are buried under concrete floors
  - 3. If we identify any remedial works/issues needed for the heating system, you shall agree to carry out such work at additional cost.
- 12. You acknowledge that you have taken professional advice in relation to your heating system issues, advantage and associated risk for any service you have ask us to do.
- 13. Where the service we doing at your premises is powerflush:
  - 1. You acknowledge that Powerflush is the process of removing debris, rust and residue of small and big size from the system with use of chemicals and water flows with pressure. You shall take full responsibility and acknowledges the risk associated when requesting and or confirming the service.
  - 2. We will try our best to leave your heating system in working order with reasonable due care, however there is chances where any unknown leak/leakage opens in the heating system (including any part or component of heating system such as boiler etc.) We shall not be responsible for such defect or outcomes and you shall take full responsibility to manage it at your own expense and time.
  - 3. Any leak or leakage known or unknown before or after powerflush is your responsibility.
  - 4. The warrantee for powerflush is null and void if any remedial work identified by us is not done. We require to see the proof of such work done
- 14. Manufacturer instructions and safety advice: You must comply with all manufacturer instructions relating to your boiler, including but not limited to security instructions related to internet or mobile connected devices. You must also carry out any safety advice we provide to you.

## SECTION 5 - ORDERING

- 1. The purpose of the online quote tool is to provide you with online price for our services based on the information you enter about your property and current heating system. You may be presented with a range of products from which they can select one. Replacement boilers are offered as part of standard itemized packages and include installation by Gas Safe engineers. You have the option to proceed with a standard package or purchase additional products or accessories as part of a bundle.
- 2. We will make recommendations for boilers and accessories based on form questions answered. All the relevant information is listed for each boiler and accessory during the checkout process. It is your sole responsibility to ensure the boiler and accessories you select are suitable in terms of your premises, installation location, dimensions, power and performance.
- 3. If you wish to proceed with the quotation, full payment is secured prior to installation whether that be through credit/debit card or any other payment modes. After this point, the order will be passed to the scheduling team and confirmations via email and/or telephone from the team will follow.
- 4. By placing an order, you are confirming that you are the owner of the property or has the permission granted from the owner.
- 5. You need to be aware that the quotations provided are only valid and fixed on the basis the data entered into the quote tool being honest and accurate.
  - 1. Prices are subject to the survey after booking and correct information provided by the customer.
  - 2. If upon visitation of the site, any information provided by you is found to be false or inaccurate then your installation will be halted, and a member of our team will contact you to provide a re quotation based on the correct information. If you choose to proceed with this quotation and appropriate provisions for payment are sought, then we'll work with you to schedule a date for your installation. You must be aware that it is not always possible for this to be on the same day as the original installation date. If you decide not to proceed, we'll cancel your order and issue a refund in accordance with clauses in SECTION 8.
  - 3. The price we quote includes the cost of removing all non-dangerous materials, including your old boiler and any central heating parts we replace.
- 6. Any timeframes we give you are our best estimates and we'll do what we can to keep to them. Where there are likely to be delays, we'll let you know as soon as possible and agree new timeframes with you. The time it takes us to complete the installation won't affect your quote or the price you pay.



- 7. Dangerous materials and asbestos The price we quote doesn't include the cost of removing any dangerous waste material that we couldn't reasonably identify when we gave you your quote. You can call a specialist contractor to remove these.
- What's not included
  - 1. Repairing or replacing your central heating system (unless we have expressly agreed in writing that a specified work is included).
  - 2. A first service or annual service.
  - 3. Identifying faults that don't stop your boiler producing heat or hot water.
  - 4. Identifying faults if your internet connection or power supply fails.
  - 5. Any internet related costs, including those associated with the transfer of data to or from your boiler or any controls.
- 9. We reserve the right to refuse or cancel any order.

### SECTION 6 - NEW BOILER INSTALLATION, RELOCATION

- 1. Depending on availability of the materials will either be delivered to the property by our suppliers or the appointed installer may bring with them.
- 2. In some circumstances, the materials will arrive to site before the installer does. On the installation day the you should be aware that deliveries start from 7.30am. Materials must be kept in a safe, dry place.
- 3. The existing system will be drained down where necessary and redundant materials will be carefully disconnected and removed from site. Dustsheets will be used to protect your furnishings.
- 4. Your old boiler will be de commission and removed. The new boiler will be installed on the wall, the pipes connected, and the condensing trap installed to the nearest drain or soak away (the installer will discuss the final termination point with you on the day).
- 5. Additional charges may apply if new gas, electric, or water connections are required or need to be relocate for a new boiler installation. If you do not agree to have the pipe upgraded then the order will be cancelled and a refund issued as per cancellation clauses in Section 8.
- 6. Flue is standard size of horizontal/vertical flue; we assume no extra length of flue, flue terminal required; otherwise, extra cost will be added.
- 7. The system will be charged with water and a power flush will be completed using approved manufacturer chemicals. If you have upgraded to a Pro Flush, this will be completed in place of the chemical flush. Once the flushing process is complete, corrosion proofer is added to the system.
- 8. All wiring to the boiler, pump and controls (if applicable) will be carried out to current BS 7671 standards and surface installed.
- 9. The installer will test and adjust the boiler and controls and leave the system in good working order. The Installer will ensure that you are satisfied with the work and that you understand the controls, as well as carrying out the necessary safety checks.
- 10. The boiler will be commissioned, and relevant paperwork completed. The installer will demonstrate to the customer (or their representative) how to operate the new boiler, controls and accessories (if applicable).
- 11. Any redundant materials including but not limited to; your old boiler, packaging, hot water cylinder, storage tank & pipework will be removed as standard with every installation and disposed of or recycled in accordance with all relevant local authority and/or Government guidelines. If you wish to retain any of these materials, you must inform the us at the point of order. We will not be liable to return or reimburse material value for such items after the installation has begun. No financial compensation will be issued for materials removed.
- 12. Boiler Warranty Your appliances have a warranty directly with the manufacturer. They know your products better than anyone else, so it's best to contact them directly with any questions about appliances. All product warranties start from the day of your delivery (or the day your appliance installation was completed, if applicable). If you prefer us to fix any issue, we're happy to help with at an extra cost.
- 13. What's not included in Warranty -
  - 1. A first service or annual service.
  - $2. \quad \ \ \, \text{Identifying faults that don't stop your boiler producing heat or hot water}.$
  - 3. Identifying faults if your internet connection or power supply fails.
  - 4. Any internet related costs, including those associated with the transfer of data to or from your boiler or any controls.
  - 5. Any repair or replacement of parts of the central heating, including (but not limited to)
    - 1. your controls
    - 2. your gas supply pipe
    - 3. the flue
    - 4. radiators
    - 5. showers or any associated parts



- 6. water heaters, fires or surrounds
- 7. replacing or topping up your system inhibitor
- 8. any part that directly supplies a swimming pool; or
- 9. any parts designed specifically for underfloor heating.
- 6. Any failure arising from damage or faults caused by any parts of the central heating not installed by us.
- 7. The replacement of consumable items owing to fair wear and tear resulting from proper use, including but not limited to oil nozzles, hoses, oil filters, gaskets and batteries, and other such parts specified in the manufacturer's operation manual.
- 8. Damage as a result of water quality or other external factors causing limescale, sludge, blockages and any associated costs of rectification.
- 9. Attending your property to support or educate you as to the correct use of the boiler and/or controls and any damage caused by you failing to follow the boiler manufacturer's user instructions.
- 10. Any accidental damage, deliberate damage, theft, cosmetic damage, other damage to your boiler caused by anyone other than us, damage caused by extreme weather, flooding, structural issues, fire or explosions or any other damage that is usually covered by household insurance.
- 11. Self-maintenance tasks, for example re-pressurising and resetting the boiler and controls, bleeding radiators and thawing frozen condensate pipes and any other such tasks set out in the manufacturer's operation manual.
- 12. Any work required to the boiler where it has been used for any purpose other than normal day-to-day domestic living purposes.
- 13. Damage that's caused by changes in, or problems with, the supply of your gas, water or electricity.
- 14. Any loss or damage caused by malicious, inappropriate or unintentional interference with the software, internet communications or radio signals of the boiler or any issues arising from or relating to data transmission to, or from, appliances, devices or control systems.
- 15. Any loss of, damage to, or cleaning of property, furniture or fixtures as a result of your boiler breaking or failing unless we caused it.
- 16. Any upgrades or improvements you make to your boiler.
- 17. Any upgrading or improvement work required to your boiler as a result of a change in legislation or to meet any changes in manufacturing standards.
- 18. We won't offer you cash instead of carrying out repairs or replacements.

## SECTION 7 - THE POWERFLUSH

- 1. Prior to carrying out the service, our engineer will advise you of any deficiencies with your central heating system that may cause the problem with your central heating system to return after the service has been undertaken. In these circumstances our engineer will provide you with a quote for the cost of carrying out any additional work which may be necessary. If you decline to have the necessary work done, we may cancel this Contract and you will have to pay us any costs we have reasonably incurred in connection with the contract which we shall be entitled to invoice you for.
- 2. Before We carry out the Powerflush, you must clear any furniture or fittings from any rooms or roof space that we need to enter to carry out the Powerflush. If you would like us to carry out any exceptional clearing work, we can do so but we are not liable for any damage caused as a result (unless we have been negligent) and we may charge you a small amount to carry out this work (which we will agree with you beforehand)
- 3. In carrying out a Powerflush of your central heating system, We shall:
  - 1. Add chemicals to your central heating system;
  - 2. Remove your central heating pump and check its condition. We will tell you if it needs replacing and provide a quote for us to do this;
  - 3. Use a Powerflush machine to flush through each radiator and section of your central heating system;
  - 4. Add an inhibitor to your central heating system once the work has been completed, which will help to prevent future corrosion inside the central heating System.
- 4. When carrying out the Powerflush, We will:
  - 1. take reasonable care to avoid disruption at your premises;
  - 2. remove all waste material;
  - 3. clean up after ourselves;
- 5. Whilst we will use all reasonable endeavours to discover any deficiencies with your central heating system before carrying out the Powerflush, we are not responsible for any damage caused by the Powerflush as a result of any faulty components and equipment, poorly made joints or pin-holed radiators caused by internal or external corrosion that could not have been reasonably identified before the Powerflush commenced.



- 6. Balancing the system is included in the job; however, getting rid of airlocks may be subject to charge, please ask for our hourly rate
- 7. Any additional radiators we have not been told about when giving a quote is subject to additional charge per extra radiator. If the heating system type is different than we have quoted for, the price may be increased on top of the original quote.
- 8. Following work is not included in the Powerflush:
  - 1. In some cases, radiators that will have to be physically removed and washed out manually as the sludge in them, might be too thick or have pieces too large, to get flushed through the narrow radiator valve/s on either side.
  - 2. On boilers with hot water problems; the secondary heat exchanger might have to be manually removed and flushed out or de-scaled as power flushing the system cannot always clean this part and the sections of pipe leading up to and from it, completely.
  - 3. On open vented systems (systems with water tank in loft or cupboard) the cold feed pipe might have to be cut out and cleaned after or during the flush, because the build-up sludge in this section tends to be hard and standard power flushing cannot always clean it completely.
  - 4. Pipes which are completely blocked or ceased or crushed and has no water flow which need new pipe installation or replacement.
  - 5. Non-plumbing tasks cutting floors, ceilings etc.
  - 6. Any remedial works needed to the boiler or heating system or pipe work.
  - 7. Removing obstruction or furniture or carpet moving to get access to the radiators.

### SECTION 8 - ENDING THIS CONTRACT

- 1. Neither you nor we may cancel this contract unless:
  - 1. the Terms and Conditions allow it; or
  - 2. We are in breach of any of the terms of this contract in which case you shall be entitled to cancel the contract; or
  - 3. You are in breach of any of the terms of this contract, in which case we shall be entitled to cancel the contact; or
  - 4. there is a health and safety issue that means it is inappropriate for the contract to continue, in which case, we may cancel the contract.
  - 5. If you cancel the contract in accordance with clause 8.1.2, our liability to you is set out in clause 8.
- 2. Without affecting any other right or remedy we may have, if we cancel the contract, where we are permitted to do so under clause 8.1, we shall be entitled to claim our reasonable costs in carrying out the contract until the date of cancellation.
- 3. We are entitled to claim our minimum call out charges, if we have visited your property. please ask for our rate.
- 4. You can cancel the agreement to "supply and install your boiler" up to 14 days, this is called your 'cooling off' period'. You can do this by contacting us
- 5. By making the payment for the order you've agreed that we can start work before your cooling off period ends. If you cancel your agreement after work has started(include any delivery arrived at premises), we'll charge you our reasonable costs for:
  - 1. any work already carried out; and/or
  - 2. any goods already installed in your property
- 6. When we charge you our reasonable costs, we'll do this by deciding to do one of the following:
  - 1. deducting our costs from any money we owe you due to you cancelling the agreement;
  - 2. invoicing you for the cost of the work and goods; and/or;
  - 3. recovering any goods delivered to your property
- 7. If we cancel the agreement at any time, the warranty will not apply. We may also cancel these terms (including the warranty) if you give us false information, you put our people's health and safety at risk (for example, physical or verbal abuse) or you fail to pay for the services.

## SECTION 9 - LIABILITY

- 1. We are liable for death or personal injury caused by our negligence and for any other matter for which it would be illegal or unlawful for us to exclude or limit or attempt to exclude or limit our liability.
- 2. We are responsible for any direct loss that is a foreseeable consequence of our breaching this contract, our negligence or our breach of statutory duty.
- 3. We are not liable for any other loss, including (but not limited to):
  - 1. losses caused by an event or circumstances beyond our reasonable control;
  - 2. any loss of income, revenue, profit or anticipated savings;



- 3. any business losses.
- 4. We are not liable for:
  - 1. any damage caused by failures of your heating system, that result from your decision not to carry out remedial work that we have recommended;
  - 2. loss or damage to the heating system, any components of heating system, premise(s) or place(s), during or after our services.
  - 3. normally insured risks, such as subsidence, structural repairs, fire, theft, accident, explosion, flood or storm;
  - 4. remedial work arising from structural or renovation work carried out in the premises by you or a third party, for example the removal of radiators or addition of new equipment or system extensions.
  - 5. any breach caused by circumstances beyond our control:

We can't be held responsible if we cannot meet our responsibilities because of things beyond our control including but not limited to, for example, poor weather conditions, industrial disputes, strikes that we aren't directly involved in or if species that could be subject to special protection, for example bats, birds, butterflies, dormice or plants, are found in your property.

#### SECTION 10 - OUR COMMITMENT AND FUTURE SERVICES

- 1. The services will be carried out by our engineers with all reasonable skill and care.
- 2. We shall not be required to carry out a service free of charge where the service is required as a result of willful damage, accident or negligence by you or any third party, your use of the central heating system in a way that we do not recommend, your failure to follow our instructions, any alternations or repairs you carry out to the heating system without our prior approval.
- 3. Warranty for our service can be given only if the job is completed in full: and that all recommended tasks and repairs are carried out as well.
- 4. Warranty can be only be obtained after every service
  - 1. if the payment for the service is accounted fully for, and
  - 2. the warranty is only applicable to the service provided and is specified in quotation in writing.
- 5. The pre work investigation apply to the most common problems. Any other investigation is subject to charge; please ask for our hourly rate.

# SECTION 11 - GENERAL PROVISIONS

- 1. This contract is personal to you and the premises. You may not transfer your rights or obligations under this contract to any other person or property without our prior written consent.
- 2. 'idealheatingservices.com' is trading name of GreenAirHeating Limited
- 3. GreenAirHeating Limited are registered, regulated and monitored by Gas Safe (Company registration number: 08155147).
- 4. Any concession, latitude or waiver allowed by us at any time shall be without prejudice to their strict and full rights under this contract and shall not prevent us subsequently exercising such rights.
- 5. We may transfer our rights and obligations under this contract to another company. If we do so, this will not affect our and your obligations or liabilities under this contract.
- 6. Nothing in this contract will affect either our or your statutory rights.
- 7. If two or more people have entered into this contract with us, each person will be jointly and severally liable to us for any money owed. This means we will be entitled to claim all of the money owed from any person.
- 8. This contract is governed by the laws of England and Wales.

# Section 12 – CONTACT US

Please refer to our website at idealheatingservices.com for the up-to-date contact details. If you have any special needs, please let us know when you call.

Updated: 03 July 2024, V1.0