

General terms and conditions for DT Heating Ltd

1. Please read the following document carefully, as it outlines everything you need to know about the agreement you will enter into concerning DT Heating Ltd. In all clauses, the company refers to DT Heating Ltd. If you have any questions relating to your rights, then we are here to answer them. You can do this either by call or email, using the details provided.

2. The company has quoted the cost of installing central heating and/or plumbing equipment that meets your home's requirements. Once you have accepted this quotation below, the company undertakes to carry out all the work necessary to complete the work described in your specification, and this quotation is in accordance with the terms outlined in this agreement.

3. If you need a specific date for the work to be conducted, the company will make every reasonable effort to meet the specified installation dates. Additionally, we acknowledge that there may be situations where it is not possible to adhere to the agreed-upon installation date, and consequently, neither party shall be held accountable for any associated costs or have the right to terminate this agreement. In the event of unforeseen circumstances beyond either party's control, the the company will contact you and agree to an alternative date.

4. The company will carry out the services outlined in this quotation will be performed at the stated price within regular business hours, between 9 am and 5.00 pm, Monday to Friday. Any variations or additions you request will be subject to an additional charge. If the company experiences delays or is unable to proceed with installation by the agreed-upon date due to your delay or default, the company reserves the right to provide written notice, add to the charges at a reasonable sum for any additional costs incurred.

5. You shall obtain all necessary consents for the installation of the works at your own expense, including (without installation) building regulations and planning consents, consents from neighbours, and mortgages.

6. If you are a tenant, you may need your landlord's permission for an installation to be carried out. The company will consider consent to have been granted and shall not be liable for any loss or damage resulting from failure to obtain such permission.

DT Heating Ltd

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7. You will be able to provide reasonable access to enable installations to be completed. You will also be required to provide the necessary service utilities for installation at no charge.

8. Your order is accepted because of the condition that there must be an adequate gas supply to the dwelling before the start of the work. Without prejudice to the company's rights, the company may cancel the contract if such supply is not laid to enable work to commence. It shall not be liable for any costs, loss or damage arising from such cancellation. If you, as the customer or tenant, cancel a job without giving 24 hours' notice, there will be a charge of 50% of the total cost of the job that was provided on the quotation.

In certain circumstances, the size of the existing gas rate cannot always be determined. If a new gas line is required, this will be charged at our standard hourly rates as set out and will be in addition to the quoted price.

9. The prices outlined in this agreement exclude the expenses associated with removing hazardous waste materials, such as asbestos, found during the installation. If asbestos is encountered during the execution of the works, the company reserves the right to withdraw its installation staff immediately until the site is safe.

The cost of removing asbestos is not included in the price. However, upon the customer's request, the company will provide a cost for removing asbestos and will add this fee to the total quote.

10. If the company is required to connect new equipment to your current plumbing or heating system, it cannot be held liable for the expenses incurred in repairing or replacing parts of your existing system that may develop faults thereafter.

In certain situations, the company may charge for visits to your home by the company's engineer if your system is faulty or has developed a fault after the installation. The company will not be held liable if your central heating system malfunctions due to insufficient water supply or inconsistent water pressure.

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11. DT Heating Ltd accepts no responsibility for any existing installations that are present. This relates in particular but not only to any pipework, radiators and radiator valves, heating valves, pumps, shower pumps, electrical controls and/or bathroom / WC services that might be affected as a result of a conversion from a tank-fed system to a sealed system or from power flushing of pipework and radiators. This change to a higher pressure-rated system and power flushing can cause leaks in components that DT Heating Ltd will not be liable for.

Any cost of repairs for which DT Heating Ltd is not liable will be charged according to our standard company charges. If your system is excessively full of magnetite and sludge, a further power flush might be required later (e.g., three years).

Further, power flushes will be charged at our standard power flush rates, as shown on our website. Furthermore, suppose the buyer has requested that an existing appliance (e.g., the boiler) be re-installed or moved. In that case, DT Heating Ltd accepts no liability for any internal leaks or malfunctions of this boiler as a direct result of this installation.

12. The manufacturers will cover the warranty for a boiler and/or cylinder as agreed in the quotation. The warranty only applies to the boiler. It does not apply to any existing parts of the system. All other works carried out by DT Heating Ltd (parts and labour) are guaranteed for one year. However, this guarantee does not include any existing components or pipework not changed. Furthermore, all boilers need to be serviced annually to remain under warranty.

If the warranty becomes void due to the appliance not being serviced, DT Heating Ltd accepts no responsibility for this. We will contact our clients to remind them to have it serviced, but the customer is responsible for having it done.

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13. The company accepts no liability for removing carpets, linoleum, and special types of flooring, e.g., tongue-and-grooved, parquet, hardwood, or tiled floors, to carry out the installation, except in circumstances where the company has been negligent.

14. The company will take all reasonable care to carry out the installation. However, you accept that the installation, including removing or destroying existing fixtures or fittings, may damage the fittings and decorations in your premises.

This provision does not exempt the company from liability for any damage beyond that reasonably commensurate with the installation. It is anticipated that certain areas in your home may need redecoration following completion of the central heating installation. You will be responsible for this, which is not covered in the price.

15. DT Heating Ltd's employees and agents are insured against loss or injury resulting from their negligence.

16. The company will not be held responsible for failing to meet its obligations as outlined in any quotation if it is reasonably prevented by factors beyond its control. These factors may include adverse weather conditions, fire, accidents, war, failures or delays related to electricity, water, or gas networks, or actions or omissions of parties not under the company's responsibility.

17. The company shall not be held responsible for any loss or damage incurred as a result of actions by the company, its employees, or agents in situations where;

17.1. The company and its employees or agents do not breach or owe you any illegal duty of care.

17.2. Such loss or damage is not a reasonably foreseeable result of any such breach.

17.3. Any additional loss or damage incurred as a result of your breach of any term in this contract.

18. The company does not exempt itself from liability for any loss or damage to property directly caused by the company's violation of the agreement. Still, the company's liability for such loss or damage shall be limited to those losses that are a foreseeable consequence of the breach concerning any single occurrence or consecutive events, whether connected or unrelated, within a twenty-four month period.

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19. the company will use its authorised employees or agents to complete your installation. All contractors approved by the company are qualified, Gas Safe registered, and chosen carefully to carry out high standards of workmanship.

20. Standard charges. All fees will be included in our quotation. In cases where a quotation has not been provided or cannot be issued (such as immediate or emergency works), our standard charges will be applied as follows:

20.1 Hourly rate of £80 plus vat (or any portion thereof), plus additional fees for travel and parking (details below). Rates for emergency call-outs, evenings, weekends, and bank holidays may vary.

20.2 Material charges. These charges will be incurred to provide any additional parts and materials required beyond those originally quoted. Any such charges will be clearly specified on the final invoice you receive.

20.3 Troubleshooting. If the customer requests troubleshooting without proceeding with the work, our standard hourly rate plus any applicable travel charges (as outlined below) will be applicable.

20.4 Boiler and Heating Servicing. The cost of a standard service is £80 plus VAT, plus any additional travel and parking charges (as below). Please note that this is a service and not a repair. Any extra time spent on a repair or materials bought will be added accordingly.

20.5 Landlord Certificates. A landlord certificate costs £80 plus VAT (plus any other additional travel and parking charges).

20.6 Most boilers require a full strip-down service, which costs £80 plus VAT, to comply with manufacturers' instructions.

20.7 Additional Travel and Parking charges. As applicable, these will be added to the invoice to cover parking and congestion.

20.8 Parking permits. The homeowner, tenant, or agent is responsible for arranging a parking permit or registering our van with the local authority for parking, whenever feasible. This is especially important in areas where there are no pay-and-display parking bays within a reasonable distance (typically 100m) of the property. This measure is necessary to avoid inconvenience and time loss in retrieving necessary parts from the van and to monitor for parking wardens. Therefore, we request that our customers organise parking before our arrival; our vehicle registration details are available upon request.

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20.9 Callbacks: If you feel an issue with our work, we're happy to return and fix it at no cost. However, should we return to the site for a callback and the problem is unrelated to the work carried out by DT Heating Ltd, then our standard charges shall apply.

20.10 All of our estimates and quotations are free and without obligation.

20.11 All prices quoted exclude VAT @ 20%.

21. Acceptance of Quotation. You can accept the quotation by electronic email to www.dtheating.co.uk or by letter to DT Heating Ltd Windle, St. Helens, Merseyside, WA10 6ED

22. Where an order includes customised items, these items will be non-refundable once the order is placed with us. If you cancel your order with us, the cost of any custom items will still be paid in full. Where a previously accepted order is cancelled with less than seven days' notice, we reserve the right to invoice you for items priced at £10.00 or greater.

23. Payment is to be made by BACS (preferred) or by cash on the day or by cheque. Please note that cheques are lost in the post, informing us when the cheque has been sent and with the invoice number on it is advisable. Cheques should be made payable to DT Heating Ltd Limited.

23.1. Ownership of the goods will not transfer to the buyer until the full payment of the price has been made. Until ownership passes to the buyer, the Seller retains the absolute authority to reclaim, sell, or otherwise handle or dispose of all or part of the goods in which ownership remains vested in them.

23.2. For the purposes outlined above, the Seller or any of their authorised agents or representatives shall have the right to enter, without prior notice, any premises where the goods or any part thereof are installed, stored, or kept, or where they are reasonably believed to be, at any reasonable time during regular working hours.

23.3. The Seller is also within their rights to pursue an injunction to prevent the buyer from selling, transferring, or otherwise disposing of the goods.

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24. For all projects where stage payment terms apply, payment MUST be made within seven days of each stage's completion. Failure to do so will instigate legal proceedings.

25. If there are any claims of minor defects, the customer is not permitted to withhold more than 5% or £100 (whichever amount is greater) of the outstanding balance.

26. Once the company has corrected the minor defect outlined in clause 20, the withheld amount, 5% or £100, must be paid in full.

27. Where payments are not made on the due date according to the clauses above, the company will charge daily interest on late payments at a rate of 8% above the base lending rate of Lloyds TSB Bank plc. If you make a payment that is subsequently stopped, declined or returned by the bank for any reason, the company will charge you administration costs (letters and telephone calls made to you and any other charges incurred).

28. You will receive an invoice for payment within 14 days of the completion of installation. Failure to make payment within the specified timeframes outlined in the quotation and/or the Terms and Conditions will result in the initiation of legal proceedings. These proceedings will be conducted by a registered legal firm, and all legal actions will be governed by English Law.

29. The company shall provide a free guarantee for one year. This applies to workmanship only and not parts (which typically come with a one-year manufacturer's warranty except boilers, the warranty length for which will be made clear in the quotation stage). However, the above warranty is subject to the following conditions:

29.1. The fault is not due to your existing radiators and/or pipework, valves, pumps or boiler.

29.2. The work performed has not been appropriately preserved, utilised, serviced, and upheld in strict compliance with the manufacturers' or the company's guidelines, and has not been altered except with the company's approval.

29.3. The fault is not due to accidental or willful damage, fair wear and tear, or interference with or maintenance work by a third party.

29.4. The customer makes no further use of works after the defect has been or ought to have been discovered.

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29.5. All free guaranteed work will be done during normal working hours.

29.6. Nothing in these conditions will reduce your statutory rights for faulty or misdescribed goods.

29.7. If the company's engineer is required to attend for any reason other than a scheduled maintenance visit or to fulfill the company's guarantees as outlined in the preceding clause, a charge for such attendance will be applied. This must be paid on the day of the engineer's visit. If on attendance to your premises by the company's engineer, it is established that your free guarantee covers the fault on the system and does not concern your existing system, any monies you pay will be refunded.

30. After the company delivers any goods, you are responsible for their safekeeping and should make sure that you are adequately insured against loss or damage to those goods.

31. This agreement is personal to you and not transferable without written authority from DT Heating Ltd.

NOTICE OF RIGHT TO CANCEL

Upon the company's acceptance of your order, in accordance with the aforementioned terms and in conjunction with the "Cancellation of Contracts made in a Consumer's Home or Place of Work Regulations 2008," you are entitled to a 14-day cooling-off period starting from the date of the contract. During this period, you have the right to cancel the contract (except if work has commenced).

To exercise this right, you must send a cancellation notice to DT Heating Ltd Limited, Windle, St. Helens, Merseyside, WA10 6ED or via email to enquiries@dttheating.co.uk within 14 days of receiving written notice of your right to cancel the contract. We will accept your cancellation if received within 14 days of the acceptance of the works. However, if you request cancellation after this period and we are not in breach of contract, we reserve the right to refuse or retain all or part of your deposit.