

## TERMS AND CONDITIONS

The work agreed in this report is what you have asked for. You have agreed to the price in the quotation and agree to pay the sum in the invoice within 7 days. If payment is not received within 14 days of the invoice being issued we reserve the right to charge interest on the sum outstanding and add charges to this sum in relation to costs incurred in recovering it. Ownership of any materials supplied, whether fixed or unfixed, shall not pass to the Client until payment in full has been received for said materials. We reserve the right to take whatever legal action may be necessary to secure payment for the works carried out, and materials supplied (either fixed or unfixed). Acceptance of the Quotation confirms acceptance of these conditions. Warranties: We warranty all works as listed in our quotation in line with your statutory rights. We will not be held liable for any delay caused by acquiring a manufacturer's faulty part or in arranging a manufacturer's warranty call.

Insurance backed guarantees IBG: If you feel that an IBG is required please indicate this in the invoice section overleaf and this will be imbedded into the quotation. If it is discovered that we have damaged part of your property you must not sign this form, instead you must write the extent of damage in the "sign here" field. We will not be held responsible for any accusation of damage to your property if you have signed overleaf.

Complaints: If you have any complaint we will attempt to rectify this at the point of complaint usually over the phone. If you are still not satisfied please send your complaint to our office or [enquiry@hitgas.info](mailto:enquiry@hitgas.info) in line with our complaints procedure which is available on request.

General: It is your responsibility to tell us if a building is listed or subject to any special considerations when carrying out work, we will not be held responsible for any remedial work if this is not the case.

It is the responsibility of the Client to ensure that all children and pets are kept away from the areas in which we are working.

The estimate does not include for any parking fees levied in Controlled Parking Zones (CPZ's). Any such fees incurred will be passed onto the Client at cost. The company is only liable for the stated works in any given quotation, all extra works are subject to an additional quotation. We will not be held responsible for any delay when ordering parts in general or within the warranty period.

The company can only take responsibility for the works carried out.

Any parts recommended for replacement will be tested for efficiency and only replaced if a fault is found. Ownership of any materials supplied, whether fixed or unfixed, shall not pass to the Client until payment in full has been received for said materials. We reserve the right to take whatever legal action may be necessary to secure payment for the works carried out and materials supplied (either fixed or unfixed). Replacement of parts sometimes has a knock on effect on other components connected to your heating and plumbing system. The company will not be liable for these components.

Faulty parts may be replaced as part of the fault diagnosis process and the company is not liable for any subsequent fault thereafter.

The company is only liable for the work carried out, previous works and works supplied by other individuals are not covered by the company.

The company cannot be held responsible for works other tradespersons carry out in connection with the stated works. Only employees of the company are covered by our terms and conditions and other individuals we cannot take liability for.

A part will always be subject to a functional test. Once a faulty part has been exchanged and an unrelated fault should then occur regardless of timescale the liability for this new fault will then be with the client.

It is the responsibility of the client to provide the company with parking where restrictions apply, any charges related to parking will be added to the final amount on the invoice.

It is essential to answer correctly questions at the quotation stage, failure to do this may result in incorrect parts quoted for and being installed.

We will always specify the energy efficient controls and components. It is the responsibility of the client to inform the company if they have special requirements at the quotation stage. We will not be held responsible for correctly functioning parts if they are as described in the quotation. All unfounded complaints made to any industry body are subject to all direct and indirect costs.

The attached estimate is based on a non-intrusive survey of the property and, as such, it is assumed that any existing systems that we connect to are in good condition and in working order. Should we find, during the course of the works, any faults with the existing systems we reserve the right to make a charge for correcting same. Should the client fail to mention any relevant facts relating to the existing installation we reserve the right to make a charge for correcting same.

No allowance has been made for out-of-hours working unless specified or to suit our own requirements.

All dates or times given for the start of or duration of the works are given in good faith based on the information gained during the survey and our current workload commitments. No liability will be accepted if it is not possible to meet client's timescales due to circumstances beyond our control.

The price specified in this estimate does not include for the removal of any dangerous waste materials such as asbestos found when carrying out the works. This will be subject to an extra charge.

It's the client's responsibility to have their serviced. We and our manufacturers may reserve the right to invalidate the warranty if the appliance isn't serviced annually. Our warranty terms do not apply to any commercial property.

### Pipework:

The company cannot be held liable for inadequate heat emitters if correct function is not agreed prior to the works being carried out. Pipework connected to the heating system but not worked on by the company is not covered by the companies Warranty. Liability is the responsibility of the client. Pipework connected to a gas appliance will be tested for leaks and pressure resistance. The gas safety installation and use regulations state certain protocols that have to be obeyed. Any work arising from the testing of the pipework is the responsibility of the client. Gas safety is our main concern and if an appliance is found to be dangerous it is our responsibility to make safe the installation in accordance with the industry unsafe situation procedure. On the installation of a gas appliance on an existing system it may be found the gas supply has a leak or the gas supply is not large enough to support your new boiler the work arising from these findings are the responsibility of the client and not the company unless the quote supplied covers this. After the installation of your gas appliance the system may lose water pressure causing the boiler not to work this is a safety cut out feature and not a fault. The water loss can sometimes be connected to a leak on the system this leak is not covered by the company. Bleeding radiators can also cause a boiler failure the system may need to be recharged with pressure this is the responsibility of the client and not the company. Should the works include a power flush or increasing the water pressure of the existing heating system, it must be pointed out that, depending on the condition of the existing components the process may find weaknesses in the system. Should any such problems be encountered then any rectification works required may be charged at extra cost. If, during the execution of the proposed works it is necessary to gain access into floors below fitted carpets, these will be lifted by us and laid back on completion. No re-stretching or fixing has been allowed for unless specified. For floors covered with thermoplastic tiles, vinyl sheet covering, cork tiles or laminate flooring, no allowance has been made for reinstatement unless specified. Whilst all holes formed during the execution of the proposed works will be made good on completion, no allowance has been made for re-instatement of decorations. We do not guarantee to match existing brickwork where boiler flue terminals have been removed. No allowance has been made for casing in of pipework or painting/decorating of the new works. You have the right to cancel within the period set out in law. If you feel that you want to cancel the works please send written confirmation to our office or email within seven days. If you wish to proceed with works on our first visit or you wish to ignore your cooling off period you must sign the section overleaf. Your cooling off period will not apply if you sign this section. Labour charges are non-refundable and the cost of removal of the works or parts will fall with the client.

Parts are subject to a restocking charge of 50%. You can cancel by writing to our correspondence address or [enquiry@hitgas.info](mailto:enquiry@hitgas.info). Charges may apply. When changing pressures of systems from low to high pressure (for example installing a combination boiler where one did not exist before), all due care will be taken to ensure existing pipes will not leak. However, we cannot be held liable for failure of your existing pipework. Increased pressure will give increased chances of leakage and reveal any failure or partial failure that you may not be aware of. We will not be held liable for any damage caused to your property due to increasing the pressure of pipework or system regardless of timescale. Upon installation of or alteration to any system that results in an increase of pressure including but not limited to conversion to pressurised system / combination boiler conversion / conversion to un-vented cylinder / installation of pressure boosting pumps. The client has a reasonable duty of care to ensure their system is in serviceable condition and can withstand pressure testing in line with British Standards. The client accepts all associated risks involved in the increased pressure to existing fittings and pipework and bears responsibility of resulting leakage of existing installation pipework and fittings not worked on by the company.

GDPR Regulations We need to process your data to attend any property that you may have. HITGAS Ltd are the only people that can view your data. Your data can only be viewed by us. Your data will be stored on our database, you will be contacted periodically by us, and if you wish to have your data removed at any point simply send an email to [sarah@hitgas.info](mailto:sarah@hitgas.info) and ask for it to be removed. As it is only possible to complete works for you by collecting your data we assume that your clear consent is given when you give your details to us. No other companies will be given your data unless you request us to or it is essential to complete work that you have requested. You will be warned of any data breach if this should happen. You have the right to be forgotten and your data will be removed if you contact us.

We remind clients about boiler servicing and special offers if you wish to be removed from our marketing list simply inform us, No sensitive information is stored by us.

The information we usually keep is your name, address, email, phone number, boiler type, and description of works we carried out

HITGAS Ltd is a UK Limited Company registered with Companies House