

Standard Terms and Conditions

Survey and Quote Terms

Quote costings are valid for 28 days from issue and may alter if changes are made and a deposit/stage payments may be required prior to commencement of works.

We may take photographs/videos during the works for our records which we may use in our promotional material and website.

General Terms

Access Arrangements

Our engineers will only work on your property if there is a responsible adult present during the visit. It's your responsibility to give us access to your property. If we are unable to gain access, we will not be able to complete the work and you will incur a wasted call charge.

If access arrangements are changed or cancelled without 24 hours prior notice or a pre-arranged visit missed -extra charges may apply.

The client shall provide clear access to all work areas to enable us to carry out the work in hand. The client shall provide, if possible, any plans is applicable.

The client shall obtain permission for us to proceed over property belonging to third parties if it is necessary for the proper execution of the works and shall obtain any permission necessary to carry out work on property belonging to third parties.

Gas Work

Prior to commencement of work involving gas and or gas appliances, the existing gas supply will be subject to a soundness test to check for compliance with Gas Safety Regulations. Any faults found will be advised to the Client and any rectification works required will be subject to additional charges.

Existing Pipework

Should the works include pressurising an existing heating system, the Client should be aware that the higher pressures may find weaknesses in the existing system.

Any repairs required in this respect will be subject to additional charges

Water and Power

The client will be responsible for providing all necessary power and a clean water supply.

Parking

Any parking arrangements or parking permit costs should be arranged by the customer prior to works starting. Any extra parking charges incurred by Simon Archer Ltd will be charged to the customer on completion.

Children and pets

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

Authority to carry out work

If you're not at the property when our engineer visits, you must make sure that there is somebody else present who can give instructions to our engineer, on your behalf.

Working in dangerous or unsafe conditions

We won't start or continue doing any work in your home 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.

Any suspected asbestos found on site during our works will need to be analysed prior to works continuing, this may incur further costs.

Other Trades

Where other trades are involved in the works and these trades are not under our control any delays that may be caused to our progress by these trades may be subject to an extra charge and/ or delay in completion.

Noise On-site

Whilst on-site we request noise around our surveyors/engineers is kept to a minimum. This includes other trades using power tools or radios.

Additional Labour and Equipment

The client undertakes at his/her own expense to provide such additional labour we may reasonably require to put us in a position to carry out the work. Such additional labour shall be suitably qualified and experienced to carry out the work as required by us.

The client should also provide at our request such scaffolding, ladders or other equipment as may be necessary in order to reach access points if necessary.

Removal of Pipework

All redundant pipework removed will be taken away from site unless otherwise stated.

Materials

All Materials supplied by us will remain the property of Simon Archer Ltd until payment of any invoice is paid for in its entirety.

Products and Appliances Under warranty

If your boiler, appliance, products etc are still covered under a manufacturer's warranty, it is your responsibility to make sure that you notify us prior to any work being carried out so that it does not affect your warranty. It is advisable to contact the manufacturer where a product is in warranty in the first instance.

Callbacks

Any callbacks will be chargeable for failure of items or materials supplied by yourself or preparation works that are not carried out professionally ready for our start i.e.: wall preparation prior to tiling/stripping out etc.

Boiler Service

A Boiler Service will check that your appliance, boiler or central heating and ventilation is working safely and in line with the relevant laws and regulations.

We'll also test the gases your boiler produces. If these tests show that it's necessary to take your boiler apart to adjust or clean it, we will do so.

During the visit, our engineer will fill in an electronic gas safety record that shows you exactly what we've looked at.

If we find a problem or fault that needs to be fixed, we'll tell you about it before we repair it.

Once we have completed a service to your boiler, when your next annual service is due you will receive an automated email usually 1 month prior to the due date, if you do not have email, we will send you a letter or call you to arrange it. We'll try to get hold of you up to three times. If we don't hear back from you after the third time, we will not continue to contact you, however you can contact us at any time to book.

Re-instatement and Decor Works

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. You may need to redecorate or patch in areas on completion of works unless otherwise agreed.

We do not guarantee to match existing brickwork etc where boiler flue terminals have been removed.

Additional and Unforeseen Work

Where all consideration is given as to the evaluation of work and/or its duration, occasionally additional unforeseen works may be required, in this situation the additional works will be discussed and agreed with the client prior to works continuing.

It is however agreed and a condition of these terms that should further work be necessary to complete the contract and where the client is absent or no site representative is available, Simon Archer Ltd has the client's authority to, without reference, extend the working day to complete the prescribed works. Additional hours will be charged in accordance with our current rates.

Power flushing

Power flushing is the fastest and most effective way to flush heating systems and involves minimal disruption and dismantling.

The core component of a heating system is the boiler. When a boiler is renewed, the boiler manufacturers' Benchmark scheme requires that the system be thoroughly cleansed to the BS7593: 2006 Code of Practice. Currently, best industry practice is considered to be to power flush the system.

We use purpose built power flushing pumps, designed to cure the circulation and boiler noise problems caused by accumulations of sludge, corrosion deposits and scale which are found in most ageing central heating systems.

The power flushing pump is temporarily connected into a heating system during the flushing process. The high water velocity, combined with instantaneous flow reversal, dislodges and mobilises sludge and corrosion deposits.

Having loosened the debris, the pump expels it from the system to waste, using a high velocity flow of fresh water.

Radiators are individually flushed without removal or disconnection from the system. After the power flush, the system is full of clean water, and re-instatement to normal operation takes only a few minutes.

A power flush can be extremely effective in cleaning systems that have corrosion problems as a result of a design fault, but we strongly recommend that any such design faults be rectified before power flushing commences.

The success of a power flush will depend on the level of heating system corrosion which has occurred beforehand. The process will cure most circulation problems but cannot undo the corrosion and gradual decay that has led to the need to power flush the system.

Whilst it is rare for a heating system to experience leaks after the power flushing process, it is not possible to inspect a system internally beforehand, and the need to use a flushing and dispersing chemical for effective cleansing means that occasionally we may find a leak.

Systems which have been neglected over a period of time, or have not been treated with an effective corrosion inhibitor, may have severely compacted corrosion debris, in the pipe work, radiators, or boiler, and it is possible that even after the power flush, some radiators may still not be fully effective, or boilers on the margin of failure may cease working due to sludge and debris later breaking loose and collecting in the heat exchanger.

It must be pointed out that, whilst this treatment is generally harmless, 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.

Inspection of Work

The client shall inspect the work as far as is reasonably possible immediately on completion and shall within 5 days give written notice to us in detail of any grounds on which he/she alleges that the work is not in accordance with the contract. IF the client fails to give such notice the work shall conclusively be presumed free from any defects which would be apparent on reasonable examination of the work.

Work Guarantee

Subject to 'inspection of works' we guarantee completed plumbing, heating and gas work for a period of 1 year from completion provided that the guarantee shall not apply to;

- defects resulting from misuse
- defects on materials supplied by the client
- faulty workmanship by the client, its employees and sub-contractors or any other third party working for or on the direction of the client.

Definitions

- 1 For the purpose of these terms and conditions the following words shall have the following meanings:
 - (a) "The Company" shall mean Simon Archer Limited.
 - (b) "The Customer or Client" shall mean the person or organisation for whom the Company agrees to carry out works and/or supply materials.

The Operative or Engineer shall mean the representative appointed by the Company.
- 2 The Company reserves the right to refuse or decline work at its own discretion. Where the Company agrees to carry out works for the Customer those works shall be undertaken by the designated operative of Company at its absolute discretion.
- 3 **WORK RATE.** The total charge to the Customer shall consist of the cost of materials supplied by the Company and the amount of time spent by the operative in carrying out works (including all reasonable time spent in obtaining unstocked materials) charged in accordance with the Company's current hourly rates.
- 4 The Customer shall only be charged for the time spent related to the Customer's work, all other time, personal mobile calls etc. is non-chargeable. All charges are subject to VAT at the prevailing rate except in cases where the work carried out is zero rated.
- 5 Where a written quote has been supplied this may be revised in the following circumstances:
 - (i) if after submission of the quote the Customer instructs the Company (whether orally or in writing) to carry out additional works not referred to in the quote.
 - (ii) if after submission of the quote there is an increase in the price of materials.
 - (iii) if after submission of the quote it is discovered that further works need to be carried out which were not anticipated when the quote was prepared.
 - (iv) if after submission of the quote it is discovered that there was a manifest error when the estimate was prepared.

- 6 The Company shall not be under any obligation to provide a quote to the Customer and shall only be bound (subject as hereinafter) by quotes given in writing to the Customer and signed by a duly authorised representative of the Company. The Company shall not be bound by any quotes given orally or in which manifest errors occur.
- 7 Material Collection. Collection of non-stock items may be chargeable but: Time will be kept to a minimum and reasonable.
- 8 Invoices are due for payment with 14 days from date of invoice or immediately if the Client requires a gas safety record urgently. Any part of that invoice which remains unpaid over the 14 day term (unless otherwise agreed) may carry interest at the rate of 4% over the base rate until payment in full is received by the Company.
- 9 Where the date and/or time for works to be carried out is agreed by the Company with the Customer, then the Company shall use its best endeavours to ensure that the operative shall attend on the date and at the time agreed. However, the Company accepts no liability in respect of the non-attendance or late attendance on site of the operative/engineer or for the late or non-delivery of materials.
- 10 If the Customer cancels their instructions prior to any work being carried out or materials supplied then the Customer shall be liable for any related expenditure together with the profit that would have been made by the Company had the work been carried out and/or materials supplied in accordance with such instructions.
- 11 The Warranty shall be for labour only in respect of faulty workmanship for 12 months from the date of completion with the manufacturer's warranty in force. The Warranty will become null and void if the work/appliance completed/ supplied by the Company is:
 - (a) Subject to misuse or negligence.
 - (b) Repaired, modified or tampered with by anyone other than a Company operative. The Company will accept no liability for, or guarantee suitability, materials supplied by the Customer and will accept no liability for any consequential damage or fault.
- 12 The company will not guarantee any work in respect of blockages in waste and drainage systems etc.

The company will not guarantee any work undertaken on instruction from the customer and against the written or verbal advice of the operative/engineer.

Work is guaranteed only in respect of work directly undertaken by the company and payment in full has been made. Any non-related faults arising from recommended work which has not been undertaken by the company will not be guaranteed.

The company shall not be held liable or responsible for any damage or defect resulting from work not fully guaranteed or where recommended work has not been carried out. Work will not carry a warranty where the customer has been notified by the operative either verbally or indicated in ticked boxes or in Comments/ Recommendations of any other related work which requires attention.

The customer shall be solely liable for any hazardous situation in respect of Gas Safe or Gas Warning Notices issued.

- 13 Where the Company agrees to carry out works on installations of inferior quality or over ten years old at that date no warranty is given in respect of such works and the Company accepts no liability in respect of the effectiveness of such works or otherwise.
- 14 The Company shall be entitled to fully recover costs or damages from any operative/engineer/contractor whose negligence or faulty workmanship results in the Company being made liable for those damages or rectification of the work.
- 15 These terms and conditions may not be released, discharged, supplemented, interpreted, varied or modified in any manner except in writing signed by a duly authorised representative of the Company and by the Customer. Further, these terms and conditions shall prevail over any terms and conditions used by the Customer or contained or set out or referred to in any documentation sent by the Customer to the Company; by entering into a contract with the Company the Customer agrees irrevocably to waive the application of any such terms and conditions.
- 16 Title to any goods, supplied by the Company to the Customer shall not pass to the Customer but shall be retained by the Company until payment in full for such goods has been made by the Customer to the Company. Until such time as title in the such goods has passed to the Customer:
 - (i) the Company shall have absolute authority to repossess, sell or otherwise deal with or dispose of all any or part of such goods in which title remains vested in the Company,
 - (ii) for the purpose specified in (i) above, the Company or any of its agents or authorised representatives shall be entitled at any time and without notice to enter any premises in which goods or any part thereof is installed, stored or kept, or is reasonably believed so to be.
 - (iii) the Company shall be entitled to seek a court injunction to prevent the Customer from selling, transferred or otherwise disposing of such goods. Notwithstanding the foregoing, risk in such goods shall pass on delivery of the same to the Customer, and until such time as title in such goods has passed to the Customer, the Customer shall insure such goods to their replacement value and the Customer shall forthwith, upon request, provide the Company with a certificate or other evidence of such Insurance.
- 17 The Company shall not be liable for any delay or for the consequences of any delay in performing any of its obligations if such delay is due to any cause whatsoever beyond its reasonable control, and the Company shall be entitled to a reasonable extension of the time for performing such obligations.
- 18 The Company shall only be liable for rectifying works completed by the Company and shall not be held responsible for ensuing damage or claims resulting from this or other work overlooked or subsequently requested and not undertaken at that time.

These terms and conditions and all contracts awarded between the Company and Customer shall be governed and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English law.