



# ADVANCED

HEATING TECHNOLOGIES



The following are Advanced Heating Technologies Ltd's terms and conditions. They are written to provide you, our customer with the following:

1. What you can expect from us when we work with you,
2. What we can expect when you use our services,
3. Your responsibilities,
4. Our responsibilities
5. Your rights,
6. Our Rights.

Please ensure you read these terms before requesting us to work at your property.

By using our services, you are agreeing to these terms and conditions, you are the owner of the property or have the owner's necessary consent in writing before you authorise us to start work. We will not accept any liability for any work that has not been consented to by the owner of the property and, you will still be responsible for all costs should a claim arise.

(Please note that the latest version of our terms and conditions will always apply.)

When will these Terms and Conditions take effect?

They will apply whenever we contact you or attend a site to complete work for you.

## 1.1 TERMINOLOGY

For the purpose of these terms & conditions the following words have the following meanings:

"Us/We/Our" refers to Advanced Heating Technologies Ltd or our chosen representative contractors.

"You/your" refers to you: the customer / prospective customer (includes companies and individual private homeowners or those who have homeowner written consent)

"Labour" refers to the time spent related to your work including travel to a site and for collection of materials relevant to our work for you. All other times, for instance lunch breaks, are non-chargeable.

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"In writing" refers to any communication that is permanent and recordable. Physical letters, email and text messages will all be classed as suitable forms of writing. "Whatsapp" and other social media platforms shall not.

“Work” refers to any service offered by Advanced Heating Technologies Ltd and its appointed contractors, including but not limited to:

1. Enquiries
2. Quotations
3. Installations
4. Repairs
5. Servicing
6. Guarantees and Warranties

## 2.1 PRICING and DEPOSITS

### Pricing work

Whenever we price our work the total charge to you will be given as a quotation or an estimate inclusive of any taxes you are liable for.

Any estimates or quotations we provide, unless otherwise stated, do not include any parking fees levied in Controlled Parking Zones (CPZ's). Any such fees incurred will be passed onto the Client at cost. Where we do provide parking fees these are subject to change should any delays occur that are out of our control.

When we provide a quotation it will be a firm cost inclusive of labour and/or materials and is not subject to change unless:

1. There are unforeseeable, unanticipated and unrelated errors not caused by us. This includes hidden parts of your system that cannot be exposed without the use of tools.
2. Delays caused by third parties or yourself.
3. A change to the quote requested by yourselves. These changes will be subject to any price differences including increases to materials and labour costs. This includes cases where if, after we send the quotation, you instruct us (in writing) to carry out additional work not referred to in the quotation. Any price increase will be reflected across all elements of parts and labour.

If any of these situations do arise, it will be discussed with you as to your options going forward.

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All quotations lapse after 30 days, after this a new quotation will need to be issued and prices are subject to change.

Acceptance of any quotation will constitute acceptance of these terms and conditions.

Estimates are illustrative and are often given verbally. They are non-fixed and are subject to change until the date work is carried out or a formal quote is given.

The price specified in our quotation or estimate does not include the removal of any dangerous waste materials. These dangerous materials such as asbestos if found when carrying out the works will be subject to an extra charge.

We reserve the right to decline any quotation we give, without notice and at any time.

### Deposits

Upon your acceptance of our quotation, a non-refundable deposit may be required. If a deposit is required, this will always be detailed in the written communication we have sent you with your quote.

Payment brackets for deposits are as follows:

All works 10% of the total value including VAT

We reserve the right to request full payment in advance or change these deposit amounts at our discretion.

We may at times waive your requirement to pay a deposit. This is done solely at our discretion.

### 3.1 ATTENDANCE and WORKING

#### Attendance

Unless otherwise stated. All work will be booked in between the hours of 08.00 and 17.00 Monday to Friday. No allowances will be made for weekend or out-of-hours work unless otherwise stated.

Weekend and out-of-hours work may attract a premium which will be applied at our discretion.

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Where the date and/or time for work to be carried out have been agreed, we will endeavour to ensure that our engineers arrive promptly. However there may be times when we are delayed. We accept no liability in respect of this. We will however always endeavour to keep you informed of these delays.

Where we have given you timescales for the length of the job, these also are subject to change and alteration and we accept no liability in respect of this.

We accept no liability in respect of late or non-delivery of materials that have been ordered by us.

We will not be liable for any delay, or for the consequences of any delay, in performing any of our obligations if such delay is due to any cause beyond our reasonable control. If such delays do occur outside our control we will be entitled to a reasonable extension of the time for performing our work.

We will not enter any property without a responsible adult (18 years and over) onsite to allow us entry. Responsible adults should know the basic layout of properties including utility, service and meter locations (i.e. gas and electric meters, fuse-boards, consumer units and water stop cocks.)

We also will not work on any property with any unaccompanied minors onsite. If minors or pets are on site whilst we are carrying out works it is your responsibility to ensure that they are kept safely away from any of our work areas. If we deem this is not possible or not being done, then we reserve the right to stop work till the situation is rectified. You will be liable for costs for any delays this causes.

You are responsible for our entry and the property's security after our exit.

You must at all times behave appropriately when our engineers visit your premises. You must not physically or verbally abuse our staff in any circumstances. If you physically or verbally abuse our staff during their visit to your premises, we may take further action with the relevant authorities and refuse to carry out any further work in your premises. If we do take the decision to refuse further work on your premises you will be liable for all costs incurred up till that point.

#### Working in your property

Whilst all reasonable care will be taken during the execution of the works, no responsibility can be accepted for any faults or failures that may occur to existing pipe-work, fittings or equipment due to disturbance caused by the proposed works.

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

Dismantling, clearing and re-instatement of any fitted cupboards, etc. to permit the proposed works to proceed will be charged at extra cost unless specified.

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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.

During the execution of the proposed works, it may be necessary to isolate various water, gas & electrical services. This will be advised in good time and the period of isolation will be as short as possible.

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 pipe-work or painting/decorating of the new works.

It has been assumed that unrestricted access to all relevant parts of the property will be afforded to us during the course of the works. Any delays caused by restricted access not notified at the time of survey may be subject to an extra charge and/or delay in completion.

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.

Unless specified the works will be carried out in one continuous visit. Extra visits at the request of the Client or caused by circumstances beyond our control will be subject to a surcharge and may affect the completion date.

We reserve the right to refuse or decline to undertake any work at any time.

#### 4.1 MATERIALS and TITLE TO GOODS

##### Materials

Whilst certain items may be specified by name or model, we reserve the option to supply goods of a different manufacture providing they shall be suitable for the purpose intended. We will always inform you should the need arise to change major appliances and fixtures to give you the opportunity to request other items. This however does not apply to fittings or components on a system that will not affect the aesthetics and or functional aspects.

Wherever possible, we will provide all materials for any of the proposed works we undertake. If at any time and for any reason materials are supplied to us by you or a third party these items will be unpacked and inspected. Any faults found will be pointed out to the Client whose responsibility it will be to obtain

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replacement items or give us authorisation to continue. Any delays caused by incorrect, missing, faulty or damaged items (not provided by us) may be chargeable. These delays may result in us withdrawing from site and may affect the completion date of the works.

#### Title to Goods

Goods supplied and delivered by us to you, or your premises, shall remain our property until paid for by you in full. This applies to fixed and unfixed goods alike. Whilst goods remain our property we have the absolute authority to:

Retake, sell or otherwise deal with or dispose of all or any part of these goods.

Enter any premises, at any time and without notice, in which goods or any part thereof is installed, stored or kept, or is reasonably believed so to be.

Seek a court injunction to prevent you from selling, transferring or otherwise disposing of such goods.

The risk in such goods will pass to you on delivery to you. You must insure them at replacement value, and if asked you must produce evidence that they are properly insured.

#### 5.1 POWER-FLUSHING and CHEMICAL CLEANSING

There are two main types of system cleaning we provide:

1. Power-Flush
2. Chemical Cleansing

#### Powerflush

In the case of a Power-Flush, this is a machine-driven clean of your system in conjunction with a magnetic filtration system and cleaning acid-based chemicals which are later removed to a foul water drain. In the case of a Chemical Cleanse, this utilises the pump on your system to drive specific process chemicals around your system which are then later removed to a foul water drain.

Prior to or during the Power-Flush, we may at times identify parts or components which are set to fail or potential failure in the future. When such a situation arises, we will provide you with a verbal or written report on the fault or potential fault with your Boiler and/ or Central Heating System and the costs involved in repairing the problem. This may include the costs of supplying new parts or components for the Boiler and/or Central Heating System and the labour costs involved in fitting. This repair may not be carried out at this time and is subject to material availability and time constraints.

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A Power-Flush is always carried out by the machine and we isolate individual radiators to focus the velocity of water and chemicals to each radiator. As such removal of radiators from situ and cleaning is not part of the process and is not covered. In the event of a particularly poor radiator and where removal is deemed necessary. This will be done at additional cost to the original quote.

During and after a powerflush leaks may occur on your system. These leaks are not caused by the powerflushing machine, but by scale and debris removal uncovering the hidden weak spots in your system. Advanced Heating Technologies LTD will not be held liable for these leaks or the costs involved in accessing and repairing them. We will not be held responsible for any redecoration costs needed after rectification work has been completed. Although this is rare occurrence these leaks normally present whilst we are onsite. Unfortunately there is normally no way for us to fully advise you of where these leaks will present.

### Chemical Cleanse

Chemical Cleanse provides no guarantee for any work undertaken and is not our recommended way of cleaning your system. It is the absolute minimum manufacturers and building regulations request when installing a new boiler and as such is always included in our quotes for installations services where a replacement boiler is to be installed.

### 5.2 CONVERSION FROM AN OPEN SYSTEM TO A SEALED SYSTEM. (Including cylinders)

Where we have advised you or have been requested that your older open vented tank fed system should be /must be converted to a sealed system, we will have advised you of the possible issues that may occur after this process.

As an open vented system often operates at a much lower pressure than a higher pressure sealed system, Advanced Heating Technologies LTD will not be held liable for any loss, damage, access or rectification work required to the existing system after conversion has taken place.

### 6.1 INCENTIVES AND OFFERS

We often promote offers and incentives on various communications with you. These will be clearly defined as such and will also, if applicable include any specific terms & conditions.

Offers and incentives may only be used in conjunction with each other at our discretion and may be withdrawn at any time.

Offers and incentives must be applied at point of acceptance and cannot be changed or altered once an appointment has been booked.

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## 7.1 PAYMENTS, FINAL PAYMENTS AND BALANCES

The following terms will apply for payments unless we state otherwise:

- 1st Fix Materials - Payable on day of job commencement.
- 1st Fix Labour - Payable on 1st fix completion (deposit paid taken into account) and within 7 days or 2nd fix whichever is sooner.
- 2nd Fix Materials - Payable on 2nd Fix day of commencement.
- 2nd Fix Labour and - Payable on job completion and within 7 days.

In the event your invoice is not settled within this time period we will attempt to make contact with you via the following methods:

1. 8 days from invoice date – Phone call, text Message or email
2. 14 day from invoice date – Phone call, text message or email
3. 21 days from invoice date – Phone call, text message or email.

If your invoice is over 30 days late we reserve the right to accrue and charge interest on any outstanding part of an invoice that remains unpaid at an annual rate of 4% over the base rate until payment is received by us in full.

Should we still not have received the payment of any outstanding balances, 60 days from the invoice date, we will start the process of a Small Claims Court action.

You accept sole liability to make payment in full.

## 8.1 CANCELLATION

If you need to cancel (or rearrange) your booking at short notice, you must notify us by telephone by the end of the working day before the scheduled booking. This should then be followed up and confirmed within 7 days by writing.

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Cancellations made further in advance should also be made by telephone, and you should request written confirmation from us, so that you are not liable to be charged.

If you cancel your instructions more immediately prior to work being carried out, or materials being supplied, you will be liable for the cost of any time and materials incurred by us,

## 9.1 SATISFACTION and COMPLAINTS

Advanced Heating Technologies Ltd are fully committed to providing a professional, quality service to every customer. If, after we have carried out the work, you are not wholly satisfied with our service(s) you must provide us with written notice within 28 days. You must allow us, and our insurers, the opportunity to both inspect and carry out remedial work where appropriate. If you fail to notify us, as outlined above, then we will not be liable in respect of any defects in the work carried out.

Should you not be wholly satisfied with our handling of any part of your journey with us please write to us and we will get back to you within 14days.

## 10.1 GUARANTEES and WARRANTIES

For your peace of mind, we provide a 12 month guarantee on labour carried out by our Engineers or our Approved contractors, in respect of faulty workmanship only. This is active from the date of completion of work and in excludes any work covered by a manufacturer's warranty which will be subject to their terms and conditions separate to our own.

The guarantee will become null & void if the work/appliance completed/supplied by us is:

- Subject to misuse or negligence.
- Repaired, modified or tampered with by anyone other than our Engineers or our approved contractors. We will accept no liability for, or guarantee suitability of materials supplied by you or another third party and will accept no liability for any consequential damage or fault.

We will not guarantee any work in respect of:

- Blockages in waste or drainage systems.
- Any work undertaken on instruction from you and against the written or verbal advice of our Engineers.

Work is only guaranteed in respect of work directly undertaken by us or our approved representative contractors and full payment having been made. Any non-related faults arising from recommended work that has not been undertaken by us will not be guaranteed.

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Where we agree to carry out work on installations of inferior quality (or over ten years old) no warranty is given in respect of such work and we accept no liability in respect of the effectiveness of such work or otherwise.

This guarantee does not extend to and existing, preinstalled pipework, fittings or appliances.

## 11.1 LIABILITY

Any work we perform with the Services we provide for you with will be conducted with reasonable care and skill, but you accept that the Services (including removing or dismantling existing fixtures and fittings) may cause minor damage which could require some redecorating. This is your responsibility.

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.

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. We are not liable for any other loss, including (but not limited to):

- Losses caused by an event or circumstances beyond our reasonable control;
- any loss of income, revenue, profit or anticipated savings;
- any business losses.
- any damage caused by failures of your central heating system, that result from your decision not to carry out remedial work that we have recommended;
- any normally insured risks, such as subsidence, structural repairs, fire, theft, accident, explosion, flood or storm;
- any remedial work arising from structural or renovation work carried out in the premises by you or a third party, or example the removal of radiators or addition of new equipment or system extensions.

We will only be liable for rectifying our own guaranteed work, and will not be held responsible for any ensuing damage or claims resulting from other work overlooked or subsequently requested and not undertaken at the time.

You will be solely liable for any hazardous situation in respect of the Gas Safe Regulations or any Gas Warning Notice issued by an Advanced Heating Technologies Ltd Engineer.

## 12.1 GENERAL

These terms and conditions may not be released, discharged, supplemented, interpreted, varied or modified in any manner except by an instrument in writing signed by a duly authorised representative and you. Our terms and conditions will prevail over any terms and conditions used by you or contained, set out or

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referred to in any documentation sent to us by you. These terms and conditions, and all contracts awarded between us and you, shall be governed and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the English Law.

Advanced Heating Technologies Ltd is a company incorporated in England and Wales with registered number: 13315972.

Our registered office and main trading address is: 23 Anthony Close, Syston, Leicestershire, LE7 1JA.

Your statutory rights remain unaffected.

Our statutory rights remain unaffected.

### 13.1 DATA and PRIVACY NOTICE

This is how we collect your data and how we use it.

We may at times make changes to this policy, if and when this occurs, it will be made available in this document.

For the purposes of GDPR, we are the data controller.

We process the following personal data for the purposes of supplying our services to you and because in certain circumstances, we are legally obliged to.

Data we collect may include the following:

- Your Contact details –including but not limited to:
  - Your full name
  - Your full address
  - Your email address
  - Your telephone numbers
  - Your other associated addresses
- Purchase history and work history.
- Responses to promotions and surveys.
- Mobile applications, websites and social media data.
- Advertising and direct marketing

Where we obtain your data from may include the following:

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- Direct contact with you.
- Our Website forms and cookies.
- Social media contact.
- Lead generation.

Who we share your data with may include the following:

- Internal departments within Advanced Heating Technologies and our related companies.
- External companies we use to provide services to you, including but not limited to:
  - Gas Safe
  - Building Control
  - Waste and collection services
  - Manufacturers
  - Insurance companies we use
  - Credit Providers

How long do we keep you data for?

We keep your data for as long as is necessary for us to provide you with services and for any archiving processes as required by Gas Safe and Building Regulations.

Your Rights regarding your personal data includes:

- the right to be informed about the personal data we collect, how your personal data is being used, and from whom we collect your personal data when we obtain it from other sources;
- the right to access the personal data we hold about you;
- the right to request the correction of inaccurate personal data we hold about you;
- the right to request the blocking or deletion of your personal data in some circumstances;
- the right to request that we port elements of your data either to you or another service provider;
- the right to object to us processing your personal data
- the right to withdraw your consent to those processing activities which we carry out on the basis of consent, listed above.

You will only have the benefits of some of the above rights in limited circumstances, which depend on the legal reason why we collected your Personal Data. In order to exercise any of the above rights, or, if you have any questions relating to your rights, please feel free to contact us.

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If you have any privacy related questions or comments, please contact Centrica's data protection officer by writing to The Data Protection Officer, Advanced Heating Technologies LTD, Syston, Leicestershire, LE7 1JA. You can also contact our data protection officer at [info@advancedheatingltd.co.uk](mailto:info@advancedheatingltd.co.uk).

If you are unhappy with the way we are using your personal data you can also complain to the UK Information Commissioner's Office or your local data protection regulator. We are here to help and encourage you to contact us to resolve your complaint first.

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