

WALLWORK HEATING & GAS ENGINEERS TERMS & CONDITIONS

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TERMS & CONDITIONS [Wallwork Heating & Gas Engineers LTD]

Please read the following clauses carefully as they tell you everything you need to know about the agreement you will enter into in respect of Wallwork Heating and Gas Engineers' Ltd. In all clauses, the company refers to "Wallwork Heating". If you are uncertain as to your rights under them or you want any explanation about them, please write or telephone us at the address or telephone number given.

1. INSTALLATION, REPAIR AND / OR SERVICE WORK

All work carried out on gas appliances will be in accordance with current regulations and standards, and will be undertaken by Gas Safe Registered Operatives, representing Wallwork Heating and Gas Engineers' Ltd. Wallwork Heating and Gas Engineers' Ltd repair or service work requested by a Customer outside the Guarantee shall be charged at Wallwork Heating and Gas Engineers' Limited then prevailing rate and shall be subject to Wallwork Heating and Gas Engineers' Ltd standard terms of supply.

Wallwork Heating and Gas Engineers' Ltd will make every effort to complete work on time, but we cannot be held responsible for delays due to the weather, services, or other factors beyond our control.

2. PETS & ANIMALS

It is essential to ensure the safety and smooth progress of our engineers work. To maintain a secure environment, it is necessary that all pets are put away before the engineer's arrival. Pets, while beloved members of the family, can inadvertently cause disruptions or pose risks to both themselves and the engineer. Therefore, it is kindly requested that all pets are safely secured in an appropriate location away from the working area. Please note that the engineer reserves the right to refuse entry if pets are not properly put away, as their primary concern is the safety and welfare of all individuals involved. Thank you for your cooperation in creating a secure and conducive environment for the gas engineer to carry out their important tasks effectively.

3. CALL OUT CHARGES

Call out charges are charged at £90 per hour, this includes first fifteen minutes labour and diagnostics. Once the issue has been diagnosed by the engineer and the repairs and costs have been agreed by the customer. The first £90 charge will be incorporated into the repair cost. If the customer decides not to proceed with the repair, then the call out charge will be payable.

4. PARKING

In accordance with our terms and conditions, we kindly request that homeowners take responsibility for allocating parking spaces and providing any necessary parking permits at the designated service location. In the event that a homeowner is unable to secure a parking space or permit, our engineers may, when feasible, cover parking costs using associated parking apps such as Ringo, which will be added onto the final invoice. It's essential for homeowners to understand that our engineers reserve the right to decline service if a valid permit is not available, as this may impact the safety and efficiency of the work. Furthermore, it is important to note that if a penalty charge notice is issued due to the execution of our services, the homeowner will be held liable for covering the associated costs incurred. We appreciate your understanding and cooperation in ensuring a smooth and hassle-free service experience.

5. QUOTATIONS & SURVEYS [BOILER INSTALLATIONS & REPLACEMENTS]

Quotations and surveys are not subject to call out charges, depending on the area. Quotations will last up to 3 months of the issue date.

Where a written estimate has been supplied to you, the total charge outlined in the estimate should not exceed the actual time taken by more than 20%, but may be revised in the following circumstances:

- If, after submission of the estimate, you instruct us (in writing or verbally) to carry out additional work not referred to in the estimate.
- If, after submission of the estimate, there is an increase in the price of materials.
- If, after submission of the estimate, it is discovered that further work needs to be carried out which were not anticipated when the estimate was prepared.
- If, after submission of the estimate, it is discovered that there was a manifest error when the estimate was prepared.
- Requirement of a detailed Insurance Report (in addition to the estimate and invoice) will incur a nominal charge of £25.00.

We will not be under any obligation to provide an estimate to you and will only be bound by estimates given in writing to you and signed by an authorised representative. We will not be bound by any estimates given orally or in which manifest errors occur.

6. CANCELLATIONS

If you need to cancel (or rearrange) you're booking, you must notify us (preferably by telephone) by the end of the working day before the scheduled booking. 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, together with the profit that would have been made by us, in accordance with the original instructions.

7. ACCEPTANCE

Wallwork Heating reserves the right to refuse or decline any work at its own discretion. Where the company agrees to undertake works for the customer, this will be done so by authorised representatives of the company only.

8. PAYMENT

Unless the Customer has an invoice account with Wallwork Heating and Gas Engineers' Ltd, or has made payment in advance, **payment will be collected on site upon completion of the installation, repair, or service work.** The Appliance(s) installed, and any spare parts used during repair or service work, remain the property of Wallwork Heating and Gas Engineers' Ltd, until payment has been made of the price in full plus VAT where applicable. **Payment can be made by Credit or Debit Card Only. An additional handling charge of 2% on the total value will be applied for credit card transactions. Payment via Debit Card will not incur any additional charges.**

9. VAT

All prices quoted by Wallwork Heating and Gas Engineers' Ltd are exclusive of Value Added Tax (VAT) unless otherwise stated. VAT will be charged in addition at the prevailing rate of 20% in accordance with UK tax law. This applies to all goods and services supplied by Wallwork Heating and Gas Engineers' Ltd. Customers are responsible for paying the applicable VAT in full. Any changes to the VAT rate set by HMRC will be reflected in our invoices from the date such changes take effect.

10. WARRANTY/GUARANTEE

All new Gas Appliances installed by Wallwork Heating and Gas Engineers' Ltd, carry a warranty from date of its installation. **The 1-year guarantee applies** to most Boilers and covers manufacturing defects **subject to The Terms and Conditions laid down by the Boiler manufacturer. The cost of an annual service is not included in the guarantee.**

All components installed external from the boiler carry a 1-year Manufacturers' warranty unless otherwise stated. During a repair or service of the appliance, any spare parts used are guaranteed for a period of 12 months against defect by reason only of faulty workmanship or materials and shall be replaced free of charge including any associated labour and callout fee. Goods will not be covered by this guarantee if they have become defective for a reason other than defective material and/or workmanship. In such situations Wallwork Heating and Gas Engineers' Ltd, will notify customers of this and will, according to the customer's choice, either leave the goods for you to arrange repair, or repair at your expense.

Workmanship associated with a repair or service visit, is guaranteed for a 3-month period e.g. minor adjustment of mechanical components, tightening of joints or lubrication of moving parts, provided that, any suspected defect is reported to Wallwork Heating Engineers Ltd. The appliance will be subjected to a full function and safety check during a repair or service visit. However, no guarantee of the future functionality of the appliance is implied or given except those above.

We do not undertake to reimburse any costs incurred by you or anyone else making themselves available at the premises to allow the work to be carried out.

11. POWER FLUSHING (CHEMICAL CLEANSING)

No responsibility can be taken should any radiators and or pipe work become porous during or after carrying out a chemical Power-flush, and any replacement of a radiator or radiators and or pipe work required as a result, will be subject to a separate quotation provided on request.

12. CONDENSING BOILERS AND PLUMING

Flue gases from high efficiency condensing boilers are emitted at relatively low temperatures, leading to a tendency for a plume of water vapour to be visible at or near the terminal. Although the intended flue termination will be carried out and installed strictly in accordance with the boiler manufacturer's instructions for the installation of such appliances, the plumbing can be a nuisance to occupiers of a neighbouring property or properties.

13. SERVICE PLAN

This service is currently unavailable.

14. YOUR RESPONSIBILITY

You will ensure that any obstacles are removed so that Wallwork Heating and Gas Engineers' Ltd can attend to the appliance and / or work areas as required. You will be responsible for protecting from dust and dirt all fixtures and fittings at your premises. You will be responsible for arranging any special requirement to allow us to park legally within a 150 metres radius of the work site.

Responsibility cannot be taken for re-fitting of decorative material such as Carpets, Curtains, Vinyl Floor Coverings / Tiles, Laminated Floor Boards, Work Tops, Wall Coverings / Paint Work etc., or any damage arising to these or such other items of value during or after completion of work, although every care will be taken to protect and make good such items/articles to a reasonably clean and tidy condition should it have become necessary to be so handled by us in order to gain access for the intent and purposes of carrying out and completing the work(s) listed overleaf.

15. LIABILITY

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.

We will 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 guarantee where you have been notified by the tradesperson either verbally or indicated in ticked boxes or in our comments/recommendations.

We shall not be held liable for any delay, or consequences of any delay, in performing our obligations if such a delay is due to any cause beyond our reasonable control and we shall be entitled to reasonable time extensions.

We will be entitled to fully recover the costs or damages from any tradesperson whose negligence or faulty workmanship makes us liable to pay for those damages or rectification of work.

You will be solely liable for any hazardous situation in respect of the Gas Safe Regulations or any Gas Warning Notice issued by Wallwork Heating. Our tradespeople operate under their own individual Gas Safe Registration and, as such, are solely responsible for any gas related work and subsequent liability.

Where the date and/or time for work to be carried out is agreed, we will use reasonable endeavour to ensure that the tradesperson attend accordingly. We accept no liability in respect of the non-attendance or late-attendance on site of the tradesperson, or for the late or non-delivery of materials.

16. COMMUNICATION

The views expressed within it are not necessarily the views or policies of the company. The unauthorized use, disclosure, copying, or alteration of this communication and any attachments is forbidden. This communication and any attachments are intended for the addressee only and may be confidential. If this has come to you in error, you should immediately permanently destroy it.

You should take no action based on it or copy or show it to anyone and telephone Wallwork Heating and Gas Engineers Ltd. immediately with any issues on 0208 478 1314 or any other number provided in the communication. Please note that electronic communication is not considered a secure

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medium for sending information and therefore may be at risk. We advise that you understand and accept this lack of security when using this form of communication with us. Although we have taken steps to ensure that this email and attachments are free from any virus, we advise that in keeping with good computing practice the recipient should ensure they are virus free and should run current anti-virus software. Please note that email may be monitored and checked to safeguard the company network from viruses, hoax messages, or abuse of the Company's systems. Action may be taken against any malicious and deliberate attempts to infect the company's network.

The information contained in this email may be subject to public disclosure under the Freedom of Information Act 2000. Unless the information is legally exempt from disclosure the confidentiality of this email and your reply cannot be guaranteed.

17. CUSTOMER SATISFACTION

Wallwork Heating are committed to providing professional, top 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.

18. PRIVACY POLICY (GDPR)

At Wallwork Heating, accessible from <http://wallworkheating.com>, one of our main priorities is the privacy of our visitors. This Privacy Policy document contains types of information that is collected and recorded by Wallwork Heating and how we use it.

If you have additional questions or require more information about our Privacy Policy, do not hesitate to contact us. Our Privacy Policy is available as a word document and can be emailed to you at your request.

19. GENERAL DATA PROTECTION REGULATION (GDPR)

We are a Data Controller of your information. Wallwork Heating legal basis for collecting and using the personal information described in this Privacy Policy, depends on the Personal Information we collect and the specific context in which we collect the information:

Wallwork Heating needs to perform a contract with you.

You have given Wallwork Heating permission to do so.

Processing your personal information is in Wallwork Heating legitimate interests.

Wallwork Heating needs to comply with the law.

Wallwork Heating will retain your personal information, only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use your information to the extent necessary to comply with our legal obligations, resolve disputes, and enforce our policies.

If you wish to be informed what Personal Information, we hold about you and if you want it to be removed from our systems, please contact us.

In certain circumstances, you have the following data protection rights:

The right to access, update or to delete the information we have on you.

The right of rectification.

The right to object.

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The right of restriction.
The right to data portability.
The right to withdraw consent.

20. LOG FILES

Wallwork Heating follows a standard procedure of using log files. These files log visitors when they visit websites. All hosting companies do this and a part of hosting services' analytics. The information collected by log files include internet protocol (IP) addresses, browser type, Internet Service Provider (ISP), date and time stamp, referring/exit pages, and possibly the number of clicks. These are not linked to any information that is personally identifiable. The purpose of the information is for analysing trends, administering the site, tracking users' movement on the website, and gathering demographic information.

21. COOKIES AND WEB BEACONS

Like any other website, Wallwork Heating uses 'cookies'. These cookies are used to store information including visitors' preferences, and the pages on the website that the visitor accessed or visited. The information is used to optimize the users' experience by customizing our web page content based on visitors' browser type and/or other information. For more general information on cookies, please read <https://www.cookieconsent.com/what-are-cookies/>

22. PRIVACY POLICIES

You may consult this list to find the Privacy Policy for each of the advertising partners of Wallwork Heating. Third-party ad servers or ad networks uses technologies like cookies, JavaScript, or Web Beacons that are used in their respective advertisements and links that appear on Wallwork Heating, which are sent directly to users' browser. They automatically receive your IP address when this occurs. These technologies are used to measure the effectiveness of their advertising campaigns and/or to personalize the advertising content that you see on websites that you visit. Note that Wallwork Heating has no access to or control over these cookies that are used by third-party advertisers.

23. Third Party Privacy Policies

Wallwork Heating's Privacy Policy does not apply to other advertisers or websites. Thus, we are advising you to consult the respective Privacy Policies of these third-party ad servers for more detailed information. It may include their practices and instructions about how to opt-out of certain options. You can choose to disable cookies through your individual browser options. To know more detailed information about cookie management with specific web browsers, it can be found at the browsers' respective websites.

24. ONLINE PRIVACY POLICY ONLY

Our Privacy Policy applies to online activities and is valid for visitors to our website with regards to the information that they shared and/or collect in Wallwork Heating. This policy is not applicable to any information collected offline however your information is shared and stored with third parties.

Consent

25. GENERAL TERMS

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 referred to in any documentation sent to us by you. By entering into a contract with us you agree irrevocably to waive the application of any of these terms and conditions.

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.

BY USING OUR SERVICES, YOU HEREBY AGREE TO OUR TERMS AND CONDITIONS AS SET OUT ABOVE