

TERMS AND CONDITIONS OF BUSINESS

1. This invoice/receipt is subject to payment on completion.
2. This invoice/receipt is based on today's labour rates appliance and material costs and is subject to adjustments in respect of alterations in rates and costs.
3. If the work has to be suspended or varied at the customers request, or for any cause beyond the control of Home Comfort Assured Ltd or if the customer requires work to be carried out outside normal working hours Home Comfort Assured Ltd shall be entitled to make a reasonable additional charge for the extra costs incurred.
4. Home Comfort Assured Ltd shall not be liable to the customer with failure to perform any obligation under this agreement or delay in completing the work if and to the extent that they are prevented from or hindered in so doing by act of god, the elements, third parties, riot, fire, labour disputes, non availability of materials, defects of pipes, plant or machinery or any other factor beyond the control of Home Comfort Assured Ltd. Time shall not be of the essence under this agreement.
5. This invoice/receipt is given and the installation undertaken by Home Comfort Assured Ltd on the condition that any necessary licences, authorities or permissions, including consent of the landlord are first obtained by the customer in order that the installation work may be undertaken.
6. Home Comfort Assured Ltd reserve the right to employ such sub contractor(s) as Home Comfort Assured Ltd may nominate to carry out the work.
7. All materials accepted at the customers premises whether fixed or unfixed are at the sole risk of the customer and should they be damaged, destroyed or stolen Home Comfort Assured Ltd shall be entitled to full payment thereof and also for any work damaged, destroyed or lost and the cost for replacing such materials or appliances and of reinstating or restoring any such works shall be charged as an extra provided that the customer shall not be responsible for any loss occasioned solely by the negligence of Home Comfort Assured Ltd their sub contractor(s) or their respective employee.
8. Notwithstanding anything contained in clause seven hereof the customer shall be solely responsible for all loss or damage to the contract works arising from fire, howsoever caused including unfixed materials on the work and shall indemnify Home Comfort Assured Ltd against such loss or damage.
9. Subject only to any damage occasioned solely by the negligence of Home Comfort Assured Ltd (their sub contractor(s) or their respective employees.
 - 9.1. Home Comfort Assured Ltd do not accept liability for any damage to the installation or appliances or property caused by frost or adverse weather conditions or any consequential loss arising therefrom and;
 - 9.2. Connections to pipework, water tank systems, baths, sinks, wash basins, and existing flue installations are made at the customer's risk.
10. This invoice/receipt includes the lifting and replacing of normal floor boards if necessary, but carpets, lino, rubber, parquet, tiles, hard wood or other special flooring must be removed by the customer before the work is carried out. No responsibility will be accepted by Home Comfort Assured Ltd for making good such items on completion of the work.
11. Acceptance by Home Comfort Assured Ltd of an order to supply the goods and carry out the works specified is subject to the credit check on the customer proving satisfactory.
12. All prices are strictly net except if otherwise stated, interim accounts may be rendered on a calendar monthly basis up to the full value of the works executed and of material delivered to site at the time. Payment of interim accounts shall be made within seven days from the date of rendering any such accounts unless other special arrangements shall be made.
13. Home Comfort Assured Ltd reserve the right in all cases to require payment of all or part of the quoted price before the work is carried out.
14. Subject only to any damage occasioned solely by the negligence of Home Comfort Assured Ltd their sub contractor(s) or their respective employees Home Comfort Assured Ltd disclaim responsibility for any damage arising from the condition of the premises or existing installation therein.
15. Unless specifically stated to the contrary, this invoice/receipt does not include the cost or the responsibility for making good external surfaces, the making good of external and internal decoration, or the painting of radiators and/or pipework, redecoration or additions to cold water and secondary services.
16. Any drawings and specifications referred to in the invoice/receipt shall form part of the contract.
17. Home Comfort Assured Ltd will not be responsible for providing or cleaning suitable pipe chases or channels to the agreed outlet points when undertaking internal pipework.
18. Any authorisation of this invoice/receipt by the customer shall be deemed to constitute the customers acceptance of an agreement to be bound by these terms and conditions.
19. Unless specifically stated to the contrary this invoice/receipt does not include the cost or responsibility for permanent reinstatement of excavations made within the customer's property. Home Comfort Assured Ltd will carry out temporary reinstatement but will not accept any responsibility for this or any consequential loss or damage thereby. Permanent reinstatement, which may be necessary after natural settlement has taken place, is the responsibility of the customer.
20. Unless specifically stated to the contrary this invoice/receipt does not include provision for the alteration of existing, or the installation of new internal pipework other than is necessary to give effect to the installation presently estimated.
21. Provision for the earthing of electrical installations by cross bonding of main gas and water pipes shall be the responsibility of the customer. The customer shall be responsible for instructing a competent electrical contractor(s) to perform the work. The Institute of Electrical Engineers Regulations for Electrical Installations 15th Edition 1981 as amended shall apply to any such bonding of main gas and water pipes unless quoted for in the schedule of works.
22. A £10 administration charge/ late fee will be placed on any reminders Home Comfort Assured Ltd sends to the customers due to non-payment of the original invoice/ receipt
 - 22.1. A maximum of two reminders will be sent at Home Comfort Assured Ltd's discretion before legal proceedings for non-payment of the original invoice/ receipt.
 - 22.2. A £10 charge will also be placed on any/ each payment that is not processed due to insufficient funds or incorrect information of the customer.
23. Any costs incurred by Home Comfort Assured Ltd in referring the customer's non-payment of the original invoice/ receipt to a debt collection agency (which may be a firm of solicitors) will be met by the customer.
 - 23.1. Any delay or default by the customer in making payment in accordance with condition 22 shall render any sums owing to Home Comfort Assured Ltd on any account whatsoever including the costs of recovery of such sums, due and payable forthwith without requirement for any notice to be given to the customer.
24. The customer shall not be entitled to withhold payment of any amount payable to Home Comfort Assured Ltd by reason of any dispute or claim by the customer.
25. All appliances and materials accepted at the customers premises whether fixed or unfixed shall remain the property of Home Comfort Assured Ltd until payment is received in full.

GUARANTEE

All new appliances bought from Home Comfort Assured Ltd and installed by Home Comfort Assured Ltd or their sub contractor(s) are guaranteed for 12 months from the day of installation, unless stated otherwise. If within 12 months from the day of installation there are any faults arising from faulty workmanship, defective parts or materials they will be remedied free of charge. Any disassembling, tampering, repair or damage by the customer or others will void guarantee.

This guarantee does not take away any of the customers rights in law and for certain appliances may apply for a period in excess of 12 months.

INTERPRETATION

References in these terms and conditions of business to Home Comfort Assured Ltd are references to Home Comfort Assured Ltd Plumbing and Heating Engineers of 33 Granville Road, Watford, Herts WD1 8AH.

References to the customer are references to the person to whom the invoice/receipt is addressed/authorised.