

HeatCo's Terms & Conditions

1. Introduction

These are our Terms & Conditions. They tell you:

- The rules for using our services
- What you can expect from HeatCo
- Your rights and responsibilities

2. When These Terms Apply

Please ensure you read these terms before using our services. By using our services, you are agreeing to these terms. You're also agreeing to our: Terms of Use, Privacy and Cookie policies.

The latest version always applies, and we'll usually only make updates when we offer a new service, change how we provide a service, or comply with a new legal requirement.

3. What Do We Mean by "Services"?

Anything offered by HeatCo, across all the services we cover (Plumbing, Heating, Gas, Above ground drains, Bathrooms, Heating Circuit Electrics, Carpentry, Emergencies and Commercial):

- Enquiries
- Quotations
- Project Work
- Installations
- Repairs
- Emergency Call Outs
- Servicing
- Guarantees
- Making Good

4. Terminology

To these terms & conditions the following words have the following meanings:

- “Us/We/Our/HeatCo/HeatClub” refers to Joseph Waller t/a HeatCo
- “You” refers to you: the customer (the person or organisation for whom we agree to carry out work and/or supply or materials).
- “To a builders standard” means using cement, mortar or plaster where necessary, we do not fine finish decorate

We reserve the right to refuse or decline to undertake any work. We reserve the right, at our absolute discretion, to designate the tradesperson/tradespeople who will represent us.

5. Hourly Rate Work

The total charge to you will consist of the cost(s) of:

- Labour (the amount of time we spend carrying out work) including all reasonable time spent in obtaining non-stocked materials, charged in accordance with our current hourly rates.
- Materials supplied by us to HeatCo customers (not exceeding the trade purchase price of materials +20% markup).
- Materials supplied by us to HeatClub customers at complete trade price

You will only be charged for the time spent related to your work. All other time, i.e. lunch breaks, is non-chargeable. All charges are subject to VAT at the prevailing rate, except in cases where the work carried out is zero rated.

6. Fixed Price Work

The total charge to you will be given as a firm cost (manifest errors exempted), inclusive of labour & materials. All costs are subject to VAT at the prevailing rate.

Where a written quotation has been supplied to you, the total charge outlined in this may be revised in the following circumstances:

- If, after submission of the quotation, you instruct us (in writing or verbally) to carry out additional work not referred to at the time.
- If, after submission of the quotation, there is an increase in the price of materials.
- If, after submission of the quotation, it is discovered that further work needs to be carried out that was not anticipated when the quotation was prepared.
- If, after submission of the quotation, it is discovered that there was a manifest error when prepared.

We are under no obligation to provide a quotation to you and will only be bound by their content given in writing to you and signed by an authorised representative. We will not be bound by anything given orally or in which manifest errors occur.

7. Invoices & Payment

Upon your agreement for us to carry out Boiler Replacements, a deposit payment of 10% of the total is payable immediately to reserve an allocated time slot. We reserve the right to request further payment in advance at our discretion.

Following completion of all Boiler Replacement work you will be invoiced by the installation engineer for which payment is due on Satisfactory Completion.

You accept sole liability to make payment in full, unless you disclose when initially instructing us, to carry out work and/or supply materials that you are acting on behalf of a third party.

All other works are invoiced by email and our terms are payment within 7 days

8. Timekeeping

When the date and/or time for work to be carried out is agreed, we will use reasonable endeavour to ensure that HeatCo 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.

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, and we will be entitled to a reasonable extension of the time for performing such obligations.

9. Cancellation

If you need to cancel (or rearrange) your 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.

10. Satisfaction

HeatCo are fully committed to providing a professional service to every customer. If, after we have carried out the work, you are not wholly satisfied with our service(s) you must contact us immediately or within a reasonable time frame

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.

We are proud to be Which Trusted Traders

Our Alternative Dispute Resolution Service number provided by Which Trusted Traders is 0117 456 6031

11. Guarantee

HeatCo work with and install many different Heating and Plumbing products manufactured by others. All these products carry a variety of different Guarantee/Warranty periods

We will ensure products are fitted to the manufacturers instructions and will pass on the appropriate Guarantee/Warranty for each specific product

For your peace of mind, we provide a 12 month guarantee on all labour carried out by a HeatCo team member. This is active from the date of completion of work, in addition to any manufacturer's warranty/warranties.

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 a HeatCo representative or an engineer of the particular company in question. We will accept no liability for, or guarantee suitability, materials supplied by you & 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.
- Used or second hand equipment supplied to us by you
- Work is only guaranteed in respect of work directly undertaken by us and with full payment having been made. Any non-related faults arising from recommended work which has not been undertaken by us will not be guaranteed.

Where we agree to carry out work on installations of inferior quality (or over 10 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.

12. 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 then we shall be entitled to reasonable time extensions.

13. 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. Whilst goods remain our property, we have the absolute authority to:

- 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.

14. General

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.

HeatCo and HeatClub are privately owned companies. Joseph Waller T/A

Our trading address is: 1 College St, St Albans, AL3 4PW

Our registered VAT number is: 858 35190

All our Engineers are Gas Safe Registered

Our insurance policy is with Allianz and policy number is LX22184426