

**General:** These terms and conditions do not affect your statutory rights.

The terms and conditions shall be construed in accordance with the laws of England and Wales and both parties agree to submit to the jurisdiction of the courts of England and Wales. If the work is to be carried out in Scotland, the contract shall be construed in accordance with the laws of Scotland and both parties agree to submit to the non-exclusive jurisdiction of the courts of Scotland.

**Data Protection:** Your details will not be passed onto any third parties without your permission, but will be retained by Heatbase Ltd in order to contact you regarding servicing and breakdowns and to provide a history of an appliance. Anonymous information relating to an appliance, system or oil storage installation may be used for training and research purposes.

**Owner or Householders responsibilities:** The householder is responsible for providing adequate parking facilities and providing a clean and unobstructed access to all appliances, oil tanks, flues, fuel supply lines and their components so as to allow safe access for service, repair, inspection and replacement of any items and for safe operation of the appliance. Any storage cupboards that require emptying or items that require dismantling and re-assembly are the responsibility of the householder and all necessary access should be prepared before we attend. The householder is also responsible to ensure system pressure where applicable is checked routinely and in the correct manner. It is the responsibility of the owner/householder to ensure their Installation is compliant and safe.

**Technicians visit and Job type:** Whenever possible the Technician should not be left alone in a property and a suitable adult that has authorisation to accept or decline the fitting of any recommended part should be present. If the property owner is not present or has left a third party to grant access, it is deemed that they have agreed in full to all terms and conditions and that the third party has full authorisation to allow or decline the fitting of any items. If the property owner or their proxy is not present, the Technician will replace anything they deem a risk or that may require urgent or immediate attention. For other non-urgent items, a return visit may be necessary after making contact with the owner and this visit will be chargeable. Contracting HEATBASE Ltd and any of its employees to undertake any commission, service, callout/repair or inspection is also deemed as having agreed in full to all terms and conditions. The Technician is entitled to work in a hygienic, safe environment that poses no potential threat to their health or safety and as such you are expected to ensure their working environment is prepared in this way. Appliances or components that require inspection within loft spaces can only be carried out if the loft space complies with current Health and Safety at work regulations i.e. they must have permanent fixed lighting, a fixed retractable loft ladder and a fixed floor area from the hatch to and around the appliance/component with sufficient area to work in a safe manner. Appliances in boiler houses or purposely designed external appliances must be sited on an adequately sized free draining surface to ensure both a safe and clean work space. External appliances cannot be worked on in wet weather due to the possibility of damage to appliance components, Technicians tools and equipment and the possibility of electric shock. Failure of compliance may lead to a refusal to work and an aborted visit.

**1. Appliance Commission:** If we attend to "Commission" an appliance, the work we will carry out is only the commissioning of the burner to ensure it is working in a safe and efficient manner. Works notification and declaration of compliance to regulations and correct installation, commissioning and operation of the Oil storage tank and fuel supply line, safety controls, appliance, flues, combustion and ventilation air supply, system and controls are the responsibility of the Installer.

**2. Appliance Service:** An appliance service consists of cleaning any necessary combustion area, flue ways and burner within the appliance, recommendation and possible replacement of any items that may be deemed necessary or recommended to be replaced on a service by either the manufacturer or British Standard 5410. It includes an inspection of the condition of the oil storage tank (where possible or practical), checking the fuel filter and dipping the Oil tank to test for the presence of water (where possible or practical). It does not include bleeding radiators, replacement of fibre washers (if they are not leaking), cleaning or checking of water softeners, magnetic sludge collectors, external condensate pumps or neutralising methods for condensate or the removal of water/contaminates from oil tanks, nor the sweeping of chimneys or the testing or application of system cleansing chemicals or corrosion inhibitors or the service/checking of un-vented hot water storage tanks.

**3. Callout/Repair:** Any additional visits for breakdown or failure of equipment of regular customers will be treated as urgent, and we will endeavour to attend (and if possible repair) any calls within a 24 hour period or as soon as reasonably practical within our normal working hours; after receiving notification of failure.

**After any visit:** It is always possible for a problem to occur or an oil/water leak to develop after a visit due to removal or movement of components; this is not necessarily the fault of the attending Technician. Any problems or smells should be reported at the earliest opportunity and within 2 weeks of any visit. Reports after this time may not be accepted as genuine and therefore additional charges may be incurred. Any item replaced on a return visit will be charged for unless still under manufacturer's warranty and permission has been obtained from them. If a customer insists on a return visit despite assurances given that there are no problems and no problems are subsequently found, or that the problem is not connected to any work that we have done; an additional callout charge will be incurred.

We would recommend you check for any smell or signs of leakage of Oil or water after a Service or Callout at your Oil tank or boiler/cooker; especially if they are situated in an area that is not visited on a regular basis. If your problem was pressure related please make sure you check your pressure on a regular basis to ensure the problem is rectified; so as not to cause further damage to components. If any smell gets worse or has not disappeared or lessened within 24 hours you must inform us immediately. Someone should be present for at least 24hrs after the Service/breakdown or return visit of any appliance to ensure correct operation, temperature and to ensure that there are no Oil or water leaks.

**Service Contracts:** Service Contracts are available but cover may be subject to change upon renewal. Notification of cover will be supplied with the renewal quotation and details are also available on our website that will explain what is covered and what is not. Current prices are also available on our website [www.heatbaseoilservices.co.uk](http://www.heatbaseoilservices.co.uk)

**Changes in legislation or standards.** With the use of Biofuels on the horizon, Oil pumps, flexi oil lines and other such items may not be compatible and will therefore need replaced. Our contracts cover only the failure of parts and will not cover the need to replace such items due to a change in fuel quality etc., Customers that do not replace necessary parts, or do not have necessary remedial work carried out will lose their cover on any oil line component that fails because of this, as well as the damage it causes to any other item. HEATBASE Ltd is not responsible or liable to provide labour or items required free of charge as a result to changes in legislation or standards.

**Charges and payment terms:** Although we try to set service and callout prices for a 12 month period from 1st October each year; we reserve the right to alter prices without prior notification. Customer should always enquire as to the cost of a Service or Callout before booking in work. The time allowed for any visit is from the arrival at a property until the departure of the property. Current prices are available on our website [www.heatbaseoilservices.co.uk](http://www.heatbaseoilservices.co.uk)

**1. Service:** The average time allowed for a service is 1hr but the cost of a service is variable and will differ depending on the appliance type, the service duration allowed and the geographical area. It does not include the supply of any parts; these will be charged in addition to the cost of the service. The standard service cost will already have taken into account the appliance type, normal service duration and geographical area.

**2. Callout/Repair:** The price of a callout will differ depending upon your geographical area, but includes up to 1 hour on site. Any parts used will be charged in addition to the Callout.

**3. Additional time and return visits:** If due to reasons beyond our control the time on site exceeds the normal time allowed, or if we have to make a return visit to fit a part or carry out additional work; then the additional time taken will be chargeable at our current rates for every complete or partial 30 minutes on site after the original time allowed expires.

**4. Aborted visits and Contracts cancelled whilst in or after attendance:** Aborted visits without notification may be charged for and the cost may differ depending on the distance travelled to the aborted call and whether the journey was made especially to that area. If an aborted call is charged it will be no less than 25% of the intended visit but may be the full cost depending on the circumstances unique to the visit or location. If a customer chooses to exercise their right to cancel a contract within 14 days while we are already in or after attendance, then the Service or Callout fee which includes up to 1 hour on site and any additional time spent on site will still apply. Any parts fitted will also be chargeable at our current rates.

**5. Incomplete Jobs:** If we cannot rectify a problem or complete a service or callout due to lack of access, fuel, parts, or the appliance being beyond economic repair or the refusal of fitting recommended parts, or additional works being required by another company, or for any other reason beyond our control; then the visit and any parts used will still be chargeable. If any additional parts required are not readily available or if for whatever reason they cannot be fitted quickly; then an invoice will be issued for any works done or parts purchased or used up to date.

**6. Unauthorised work:** If someone contacts us to carry out a service or repair and does not inform us prior to the visit that the appliance is still under a manufacturers or other external warranty prior to our visit, or has not obtained authorisation for this work to be carried out by ourselves from the manufacturer, insurance company or their landlord or any other third party; then this person will be liable to pay the Invoice in full. If we attend a callout on behalf of a manufacturer and the product is found not to be the problem, then the home owner may be invoiced for the visit and any parts used either by HEATBASE Ltd or the manufacturer depending on the manufacturers policy relating to non-product faults.

**7. Discounts:** Discounts are given at the discretion of HEATBASE Ltd and unless during an "offer" period, are only given to regular Customers i.e. Customers having their appliances serviced at the recommended interval specified by the manufacturer or in certain circumstances by us; with the work carried out by ourselves. Failing to have your appliance serviced at specified intervals i.e. within 3 months of due date of service will lead to the termination of their Service Contract and therefore invalidate any discounts previously offered. The discounted price offered is also dependent upon prompt payment. Regular customers also receive priority for callouts. Failure to settle accounts promptly and within our payment terms may result in the loss of current and future discounts.

**8. Payment terms:** All parts remain the property of HEATBASE Ltd until the account is settled in full. Payment terms are strictly payment in full 7 days after receipt of Invoice. Accounts remaining unpaid 60 days after the Invoice date will lose the entitlement of prompt payment discounts offered and this amount will be added to the balance outstanding to cover costs of administration, stationary, postage and interest. Any invoice outstanding more than 90 days after the invoice date (or in certain cases earlier where a customer has refused to pay an invoice) will be referred to our debt recovery agents Daniels Silverman Limited and will be subject to an additional surcharge of 20% plus VAT to cover collection costs incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the customer and will be legally enforced. You must notify us immediately if there are any queries or disputes over this account. We will not accept or reimburse the costs of any third party who undertakes any work carried out on an appliance or fits any parts unless we have approved such work in advance of it being carried out.

**Guarantee and warranty:** All parts fitted come with a 12 month warranty for genuine failure of the part; with the exception of Nozzles (which will be covered for a 3 month period due to sensitivity issues relating to fuel and atmospheric conditions). The warranty does not cover labour or callout charges and any part fitted under warranty will only carry the remainder of the warranty from the date of fitting the original part. We will not be liable in any way for parts failing outside of these warranty periods. Neglect by the householder or by any third parties e.g. failure to routinely check system pressure, running out of fuel, failure to carry out any remedial work recommended or failure to replace recommended items that then leads to the damage of any component including those still under warranty; will render the warranty void. Some problems can occur after fuel deliveries such as blocked oil filters, leaking oil lines, taps and fuel pumps, premature carbon problems with AGA type cookers and boilers smoking due to the wide specification of fuel quality, problems such as these are beyond our control and we reserve the right to charge additional callouts/service costs if we have to re-attend due to problems after fuel deliveries. If during a visit we have to test a safety control, and during the process of this test the item fails or fails because of the test, HEATBASE Ltd and their staff will not be to blame for any damage or failure of the part; it will be replaced and the customer will be invoiced accordingly. We accept no responsibility or liability to replace or supply free of charge, any worn, damaged or seized items etc., that may fail or become damaged or cause damage due to age, wear and tear, customer neglect or means beyond our control; or any subsequent damage or loss, loss of business, profits, charges, expenses or other problems incurred because of these parts.

Any problems or smells should be reported at the earliest opportunity and within 2 weeks of any visit. Reports after this time may not be accepted as genuine and therefore additional charges may be incurred.

**Recommended part replacement and remedial work required:** The customer will be informed of any parts recommended or that may need to be replaced or any remedial work that needs to be carried out. A fact sheet may also be issued explaining why this work needs done and what the consequences could be if the work is not carried out.

Customers are within their rights to refuse the fitting of any recommended parts or to have any remedial work carried out and we respect their right to do so, but if a customer refuses to replace any recommended items or carry out any remedial work that has been recommended, then any subsequent problems because of this are not the fault of HEATBASE Ltd or any member of their staff and they will not be liable in any manner. It is the responsibility of the owner/householder to ensure their Installation is compliant and safe.

**Customer Services:** We aim to provide the best Customer Service through all aspects of our business. If you feel we have not met these standards please be sure to inform us, as without feedback we cannot rectify any potential issues regarding the services we provide.

**Non agreement to Terms and Conditions:** If a customer does not agree to these terms they must notify us in writing explaining why, but this will nullify any warranty we may give.