

Terms and condition of the UKAHC

1.1 In these terms and conditions (which are referred to in this document as “these terms”), the “Customer” means the customer for whom the works are to be carried out by UKAHC (UKAHC MEANS The UK'S Affordable Heating Company abbreviated), and the “Company” means UKAHC Limited or, wherever the case may be, a sub-contractor or representative of the company carrying out business pursuant to a Subcontract Agreement entered into with the company.

1.2 “Contract” means the agreement between the Customer and the company to carry out the works of which these terms form a part and (where these terms are a schedule to a signed agreement between the Customer and the company.

1.3 (“The Agreement”) The Agreement, “Works” means the works described in the company estimate or any other document or email issued by the company, as may be varied by agreement in writing between the parties.

For the purposes of these terms, “in writing” includes by email and any document which is set out in a hand held device and any signature on a hand held screen shall be treated as in writing.

2. Hourly Rate of Work

2.1 Any hourly rate advised to the customer by the UKAHC or it's representatives will exclude any supply of parts that maybe required. An invoice will be provided with the final price for the works that have been carried out for the customer which will include the labour and any equipment or parts that have been supplied.

All charges payable will only be for work carried out as stated above.

3. Any Acceptance Of Works

3.1 We the UKAHC LTD reserves the right to refuse or decline any work at our own discretion. If the company agrees to undertake works for a customer, it will be done so by authorised representatives of the company only.

4. Estimated and fixed priced works

4.1 All estimates provided are done on an 'as is' basis, and are not a fixed price quotation or firm price. The company reserves the right to increase the price to any works being carried out, equivalent to the increase of cost to the company including additional materials, labour, equipment hire and transport since the date of the provided estimate (either done so in writing, email or orally), unless the final price exceeds the estimated price by more than 9%, by which the customer may cancel the contract provided it does so prior to any works commencing (including the order of materials or equipment hired). We Agree that the customer must always be informed and must if we discover the cost be increased

4.2 Any estimate by the UKAHC are subject to withdrawal at any time before accepted by the customer within 7 days.

4.3. An Estimate provided by the company may be effected in the following circumstances:

4.4. If following the submission of the estimate by the company, there is an increase in the cost of materials to be supplied

4.5. If after the submission of the estimate by the UKAHC, the customer instructs the company (whether in written or orally) to provide additional works or services not referenced or detailed within the estimate.

4.6. If after the submission of the estimate by the UKAHC, it has been uncovered further works and services need to be carried out which had not been detectable on the initial visit or anticipated.

4.7. The customer will reimburse the company for any and all expenses incurred (including labour, materials and equipment hire) upon any acceptance of an estimate which is then cancelled by the customer.

4.8. The company will not be under any obligation to provide an estimate to the customer nor bound to any written, orally spoken or signed due to the above mentioned and unforeseen circumstances.

4.9. The company reserves the right to charge for the collection of any materials, parts and equipment from any supplier, except for works where an estimate has been provided beforehand. If the collection of those materials takes part while the company is on site, time taken for this will be treated as part of the works, and charged at the applicable rate. If

any materials are ordered for subsequent collection and delivery, a charge may be made by the company of up to 20%.

5. Illustrative or Descriptives Of Works

5.1. Any illustrations, descriptions, imagery either displayed on the company's website, in marketing materials (both offline and online), price lists or other are intended merely as a guide of what general idea of works and services provided by the company may cost. It will never form part of any contract.

6. Prices And Payment

6.1. Any prices or rates advised maybe subject to VAT at the prevailing rate. (As we are not yet a VAT registered company this term does not apply at this time.)

6.2. All invoices are due for payment immediately upon completion of works /or of any delivery to the customer.

6.3. All appointments made for works to be carried out with the UKAHC are done so with all payments due immediately upon completion / delivery.

6.4. Where prior written agreement has been arranged for Account Customers with the company, full payment is due within 14 days of the completion of works and delivery of invoice.

6.5. No cheques will be accepted unless paid before 7 days. Any bounced cheques will mean the payment of any charges incurred by the company and an addition of 10% will be charged to the account of said company.

6.6. The company will be under no obligation to provide or issue any guarantees, certificates or other similar documents to the customer for works, until full payment has been made. (If payment is being withheld due to unsatisfactory work or faulty goods then this will be resolved between the two parties or a third party. Under such circumstances paper work will be given while awaiting the final solution to any issue.)

6.7. Where any services or works provided by the company is subject any sort of snagging, the customer agrees to make payment of 90% of the total invoice amount immediately, then on the completion of works. The customer must provide the company access without delay to allow the snagging to be finalised and completed. Payment for the remaining 10% balance will be due on completion

7. Inspection, Delivery And Completion Of Works

7.1. All times provided by the company are estimates only. We will inform customers of the start date and the expected time of completion but we can never accept responsibility for any late/non-attendance at any site, or for the late/non delivery of any equipment or materials. But we will always do our best to stick to the schedule.

7.2. The company will use all reasonable efforts to start and complete the works on time, but shall not be liable to the customer or any third party if the works prove impossible due to events or unforeseen circumstances beyond the company's reasonable control.

7.3. From time to time we will send out a member of staff to evaluate our workers and ensure that they are working to the standards set out in law and of the UKAHC.

7.4. We will offer our customers mostly for big jobs a clean up service option. You agree to give access to the said employee as if not in we can not guarantee that they will return and payment will not be refundable.

7.5. A customer care representative may visit the premises on completion of any job to ensure quality of service and customer satisfaction.

8. Indemnity

8.1. The customer shall indemnify the company against any and all actions, claims, demands, suits, losses, costs, expenses and charges which the company may suffer or incur in connection with a claim by a third party, resulting from a breach of the customer's obligations, undertakings and representations and warranties in connection with this contract.

9. The company's liability is limited to:

9.1. Liability for personal injury or death resulting from negligence in the course of carrying out the company's duties

9.2. The reasonable costs of repair or reinstatement of damage or any loss to the customer's property, should this result from the negligence of the company or its employees, agents, franchisees or sub-contractors, and the customer incurs such costs.

9.3. The company will not hold any responsibility for any damage suffered unless upon investigation it is shown that the damage was due to negligence on the part of our company.

9.4. To a part of any property where the damage is in whole or in part a consequence of a defect or weakness in that part of the said property.

9.5. The company will not hold responsibility or liability for damage caused whilst investigating and repairing any plumbing, gas or drainage work, including blockages whether Internal or to the external of the said property

9.6. If damage to plaster and brickwork is caused it will be the customer's responsibility to repair and take on any cost that comes with it. We cannot accept responsibility for any damage to wallpaper, paintwork, tiles, carpet, furniture etc. Silicone work does not carry any guarantee.

9.10. The customer has the responsibility to protect items of furniture, furnishings, fixtures and fittings. We will always make reasonable efforts not to cause damage. The customer will at all times ensure the environment is safe for the company and its employee's/representatives for the purpose of carrying out the works.

10. Removal Of Waste And Materials

10.1. The company is not responsible for the removal of any waste materials. It is the responsibility of the customer to remove any/all waste materials resulting from the works carried out by the company.

11. Cancellations

11.1 If the customer cancels any contract with the company the customer agrees to indemnify the company against any and all loss, damage, claims or actions arising as a result of such a cancellation, unless otherwise agreed in writing, and is without prejudice to the company's right to payment in accordance with paragraph 4 of this contract.

12. Frozen pipes

12.1 The company will not be held responsible for any fractures found in frozen pipes

attended by the company, and the UKAHC cannot guarantee to clear blockages occurring within frozen pipes or drainage systems.

13. Defects

13.1. Apart from the exclusions listed below, the company undertakes to make good and repair any defect in completed work that have been undertaken by the company within six months of the completion date of the same, but only to the extent that such defect arises from the breach of the companies obligations under this contract.

13.2. All such defects must be notified to the company by the customer in writing within the said period, and the company and its insurers must be provided the opportunity to inspect the work and any alleged defect.

13.3. This inspection shall only apply if the said work carried out and completed by the company has been paid in full by the customer.

13.4. Following the inspection and it transpires the alleged defect is not the result of any work or service carried out or provided by the UKAHC, WE THE company reserve the right to make a charge to the customer for the inspection visit at its standard hourly rate.

13.5. The company reserves the right to not carry out any work where the customer cannot provide sufficient evidence that the work was originally carried out by the company, or where full payment has not been received for said work.

Exclusions are:

13.6. Any parts or materials supplied by the company will only be provided with the manufacturers or suppliers guarantee, and are not guaranteed by the company.

13.7. Any systems or structures which have not been installed by the company

13.8. Any defects resulting from the misuse, wilful act or faulty workmanship by the customer or any other third party working for or under the direction of the customer.

13.9. Any structural defects, such as but not limited to subsidence and its resultant effect.

13.10 Any damage to drainage systems caused by any outside force or root penetration.

14. Permits, Licenses, Regulations And Other Consents/Access

14.1 It is the customer's duty to ensure suitable permission, permits, licenses and all other consents from the owner/landlord/agent/organisation, and/or planning permission if necessary is obtained prior to installation work carried out by the company. The company will not be held responsible for any damage to the property (such as fixings, holes etc.) if this has not been obtained, and in the event of equipment supplied or installed requiring removing or re-positioning, extra charges will be incurred.

14.2. The customer shall provide clear access to enable the company to undertake the works, and will make all the necessary arrangements with the proper persons or authorities for any traffic controls and signals required in the connection with carrying out the works.

14.3. The customer shall obtain permission for the company to proceed over property belonging to neighbours or third parties if this is necessary. The customer shall indemnify the company in all aspects of claim from neighbouring/third party properties arising out of the presence of the company or its employee's/representatives.

14.4. The customer will at all times ensure the environment is safe for the company and its employee's/representatives for the purpose of carrying out the works.

14.5. Where applicable to drainage works and services, the customer shall provide the company, if possible, a plan of the drain layouts. If this is not available, the company reserves the right to make additional charges at the applicable rate if blockages occur in drains not covered or identified by the customer.

14.6. By instructing the company to proceed with any works as agreed, it is thought by the company the customer has sought the necessary permission as set out above. The customer will be liable to the company for all loss and damage whether indirect, direct or consequential which has been suffered by the company as a result of the failure or delay on the part of the customer in performing the obligations as detailed above.

14.7. If works are carried out through one of our agents but not through the company, rather the customer has contacted the engineer private then we can not be held responsible for any works, damages or services that were performed with that engineer. The customer must deal direct with that engineer themselves.

15. Guarantees

15.1. Any guarantee provided by the company shall be for labour only, in respect of faulty workmanship from 12 months of the date of completion which is covered by . Any parts, equipment or components supplied by the company will be covered by their respective manufacturer's warranty.

15.2. The companies guarantee will become null and void if the work/appliance completed/supplied by the company is:

15.3. Subject to misuse or negligence

15.4. Repaired, tampered with or modified by anyone other than a company operative/representative. The company accepts no liability for (or guarantee suitability for) materials supplied by the customer or other third parties, and will not accept liability for any damage or faults as a result.

15.5. The company will not be liable or responsible for any damage or defect arising from work not fully guaranteed or where recommended work has not been carried out.

15.6. The company is unable to guarantee any work in respect of blockages in waste and drainage systems.

15.7. The company is unable to guarantee any work which has been undertaken on instruction by the customer, against the companies/operatives advice/recommendations.

15.8. The company will only guarantee work directly undertaken by the company and its employee's. Any work carried out on behalf of the company by agents or those who work in their behalf will be guaranteed under their own respective policies.

15.9. The company will not guarantee work where the customer has been notified either verbally or in writing by the company of any related work which requires attention.

15.10. The customer shall be solely liable for any hazardous situation in respect of Gas Safe regulations, or gas warning notice issued, unless otherwise caused by our Gas Safe operative.

15.11. All Gas Safe engineers operate under their own Gas Safe registration, and as such are solely responsible for any gas related work and subsequent liability.

16. Intellectual Property Rights

16.1. All content of this website, including graphics and logo's remain the sole property of

the company, and are not to be copied, reproduced or distributed either in part or full, without our prior written consent.

17. Gas safe Certs/Travel

17.1 *please note that free quotes only apply on journeys within a 10 mile radius and excludes congestion charges or parking charges which must be paid by the customer. Any journey beyond 10 miles will be charged at £1 per mile after this to the customer.

17.2. Or £35 per gas safe inspection and certificate only applies when given 5 or more properties to do in one day, and each property must be within a 5 mile radius of each other. It also only includes two appliances, additional appliances £25 each.

18. Landlords/estate agents

18.1. Landlords/estate agent are granted access to our booking page under the following conditions they have used the company regularly for more than three months are up to date on payments and have a contract with us for regular works.

Any offers are subject to:

18.2. The conditions laid out in written form via any advertisement campaign and limited to the month offered on that campaign unless otherwise agreed in writing.

19. Complaints Procedure

19.1 In the unlikely event the customer experiences a problem with the service provided by the company, we must receive this complaint in writing in order to take further action.

Please write to: Head Office at Number 3, Westmount, 1 Duppas Hill

Road, CROYDON, CR0 4AU at the earliest opportunity. Upon receipt of this complaint, the company will endeavour to resolve the matter as soon as reasonably practical.

20. Notice Of Your Right To Cancel

20.1 The customer has the right to cancel this contract within fourteen calendar days

starting on the day the notice of right to cancel is issued.

Should you send your cancellation notice in writing via post, it is recommended you retain proof of postage by a certificate of posting, or recorded delivery slip. We advise that all notice of rights to cancel are sent via email.

Notice of cancellation is deemed to be served as soon as it is posted/sent.

21. Work carried out prior to the expiry of the cancellation period:

21.1. By signing a written estimate, you agree work will commence before the 14 day cancellation period expires, and should you subsequently cancel in accordance with your rights, you are advised that reasonable payment may be due for any work carried out, including labour at the applicable rate. Unless you have agreed to waiver your rights via email or signature.

22. Use of this site

22.1 In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

22.2 Every effort is made to keep the website up and running smoothly. However, [business name] takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.