

## **Terms and Conditions**

This document sets out the terms and conditions which apply to the agreement between you (our customer), and us.

1. When you ask us for a quotation, one of our surveyors will come to your property to carry out a survey. If we cannot survey your property, or do not consider it to be suitable for us to provide the requested goods/services, we do not have to provide the survey or any product to you.
2. If we do survey your property and provide you with a quotation (the 'Quotation'), the Quotation will be subject to the matters set out in this Agreement, which you should note. The Quotation will include those products, services and other items or work which our surveyor considers that you require based on the survey (together, the 'Work') and will remain open for acceptance for 30 days, although we reserve the right to withdraw the Quotation at any time.
3. A contract will only come into being upon our acceptance and confirmation of your agreement to the Quotation. In agreeing (whether expressly or impliedly) to the Quotation, you are:
  - i. placing an order confirming that you accept and understand the terms of this Agreement and agree to be bound by them;
  - ii. agreeing that it is acceptable for the information and form required to be provided to you under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the 'Regulations') to be provided via an emailed copy of your quote and these terms and conditions;
  - iii. giving authority for the Work to be carried out and (where relevant) agreeing that you have authority from the owner of the property for the Work to be carried out; and
  - iv. agreeing that you (or the owner of the property) have obtained any relevant consents and/or permissions that may be required, e.g. listed building consent.
4. Once you have accepted our Quotation, you must make a deposit payment, in cleared funds prior to commencement of the Work unless we agree otherwise in writing with you. If the Work is cancelled prior to installation we will refund to you all sums paid in advance, less any amounts due for Work carried out prior to cancellation and (in the case of cancellation by yourself) any amounts due for costs incurred by us to the date of cancellation.
5. Once we have accepted your order and we have received the agreed advance or deposit payment due in cleared funds, we will agree with you a date for the Work to be carried out within normal business hours. We will endeavour to carry out the Work on the agreed date but this may be subject to change and we shall not be liable in any way for any delay or any losses whatsoever arising as a result. Time shall not be of the essence for the purposes of this clause.
6. Please note that if there is a significant delay between our acceptance of your order and receipt of full payment, the Quotation may be subject to change.
7. You will provide us and our employees, sub-contractors, agents and other workmen or representatives access on the agreed date to carry out the Work and you agree that (where applicable), once the Work is complete, you will promptly pay any outstanding balance.
8. Most heating installations do not require planning permission but you should check. If, for example, your property is a listed building or you are in a conservation area and/or the system flue extends 1 metre above the roof height then you may need planning permission. You are responsible for contacting your local planning authority to obtain confirmation that planning permission is not required. We cannot be held liable for any installation carried out where planning permission was required but not obtained and we cannot offer refunds in such cases.
9. You must provide the following for our use free of charge during the Works: water, washing facilities and toilets; electricity supply; gas supply (where relevant); adequate storage space; safe and easy access to your property from the public highway; easy access to the location within the property where the installation is to take place.
10. Goods belonging to us may be delivered to the site. If the contract is terminated early for any reason then, unless you have paid for the goods, you must return them to us. Until ownership of the goods passes to you: you must store the goods separately in such a way that they remain readily identifiable as our property; you must not destroy, deface or obscure any identifying mark or packaging relating to the goods; and you must maintain the goods in satisfactory condition.
11. If, when we commence Work, we find that there is a problem which was not reasonably apparent on survey or we find dangerous material such as asbestos, we reserve the right to cancel, suspend or increase the price of the Works. If we cannot carry out the Work for reasons outside of your control, you will not be charged. If you do not provide us with reasonable access or you suspend or cancel the Work, we may suffer additional costs and may recharge you for these and for any work carried out.
12. We will carry out the work in conformity with this contract and will take reasonable care in carrying out the Work but we do not accept liability for any damage to decorations, walls, floors or the like, which is not reasonably avoidable in carrying out the Work. We will make good any holes but will not re-decorate, re-finish or re-lay flooring or floor covering. Boxing in of pipework is not included unless specifically set out in the Quotation. You should therefore be aware that minor redecoration may be required after the Works, which is not included in the Quotation price. We will notify Building Control or Gas Safe of your installation as appropriate following completion.
13. You will pay any sums due by the relevant date/s set out on the quotation or otherwise agreed or, if not stated, immediately on completion of the Work. If you fail to pay the amount specified by the due date then we may charge interest until the full amount is paid. The interest rate we charge will be 5% above the base rate set by the Bank of England. If you are in breach of this agreement because you have failed to make an agreed payment, then we may be entitled to suspend work, recover any additional costs we incur and/or require you to return any delivered goods to us.
14. Any manufacturer's warranty included with any Boiler purchased as part of the Work, is subject to the terms of such warranty (available directly from the manufacturer). Please note that, for the warranty to remain valid, you must ensure that the Boiler is serviced by a Gas Safe registered engineer within each 12 month period from installation. You must keep appropriate records of those services and be able to produce them on request. The manufacturer warranties for other

- products installed may attract other conditions and you should, in each case, refer to the terms of the guarantee or contact us for further information.
15. You agree that from time to time we may arrange for the Work to be inspected and you will grant such reasonable access as may be required in order for such inspections to be carried out
  16. We are not liable to you for:
    - i. Any defect in or damage caused to the Work, or any part of it, arising from fair wear and tear, wilful damage, your negligence, damage caused by a third party (other than our representatives and installers), failure to follow our instructions or any instructions of the manufacturer or supplier of goods forming part of the Work, or alterations made or actions taken without our approval.
    - ii. Any loss due to fire, theft or other risks normally insured for under a household insurance policy.
    - iii. Any delay in carrying out the Work, and any related costs.
    - iv. Any costs arising out of any requirement for us to cancel the Work, if we cannot carry it out as planned.
    - v. Any defect, damage or breakdown caused by inadequate servicing of a Boiler or other product (unless such servicing was provided by us) or by deliberate action, accident, misuse or third party interference including modification or an attempted repair (other than repairs carried out by us) which does not fully comply with industry standards.
    - vi. Any defect, damage or breakdown caused by the design, installation and maintenance of a central heating system or which is due to the integrity or suitability of any existing part of a heating system to which the Works have connected.
    - vii. De-scaling or other work required as a result of hard water scale deposits or from damage caused by aggressive water or sludge resulting from corrosion.
    - viii. Any incompatibility of a shower with any new Boiler supplied and installed by us.
    - ix. Any issues arising as a result of inadequate or changeable water supply.
    - x. Any failure by us to meet any of our obligations due to matters beyond our control.
    - xi. Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business, wages or goodwill) howsoever arising. Notwithstanding the foregoing, nothing in this Agreement is intended to limit any rights you might have as a consumer under applicable law, or other statutory rights that may not be excluded, nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.
  17. We may assign, licence or sub-contract all or any part of our rights or obligations under this Agreement without your consent.
  18. This Agreement is personal to you and you may not assign licence or sub-contract all or any of your rights or obligations under this Agreement without our prior written consent.
  19. We, our agents and subcontractors may use your information in accordance with data protection legislation to do the following:
    - i. Provide you with the goods and services you have requested and contact you in relation to them.
    - ii. Create statistics.
    - iii. Help to prevent and detect debt, fraud or loss.
    - iv. Help to train staff and improve our systems.
    - v. Retain as proof of your identity.
    - vi. Comply with the requirements of supervisory organisations such as Gas Safe.
  20. If you give us information on behalf of someone else, you agree that they are aware of these terms and that they have given permission for us to use their personal information as described above.
  21. We may monitor and record any communications we have with you, including phone conversations and emails, to make sure that we are providing a good service and are meeting our legal and regulatory responsibilities.
  22. You are entitled to have a copy of the information we hold on you and to have any inaccurate information corrected.
  23. If you have any enquiries please contact us using the contact details as set out in your quote. Any complaints should be sent in writing to our registered address or emailed to us. If you wish to report a defect or issue with the Work, you must do so by telephone or email within 24 hours of discovering the same. We will endeavour to respond to any complaints within 24 hours and our complaints policy is available on request.
  24. You may cancel services (if they have not yet been carried out) at any time up to 14 days after you enter into the contract for those services. You may return goods at any time up to 14 days from receipt, unless the goods have been mixed inseparably with other items by that point or if the goods were tailor made for you. You are responsible for returning goods to us at your own cost and deduction will be made if the value of the goods has been reduced as a result of handling. This does not in any way affect your statutory rights. If you wish to cancel any Work or return any items, please notify us immediately by emailing or writing to us using the contact details set out in your quote. A standard cancellation form is available at the end of this document. If Work has started before the end of the cancellation period with your agreement (i.e. you have permitted the Work to commence during that time), you may be required to pay reasonable costs for any goods or services supplied (in line with regulation 36 of the Regulations).
  25. We shall be entitled without prejudice to the other rights and remedies available to us, either to terminate the whole or any part of this Agreement or to suspend any future service or supply if any of the following events occurs:
    - i. If any debt due and payable by you to us is unpaid on the due date of payment, or if you are in breach of your obligations under this Agreement which in the case of a breach capable of remedy is not remedied by you within 14 days of receipt by you of a notice specifying the breach and requiring its remedy.
    - ii. You make any voluntary arrangement with your creditors or become subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation or an encumbrancer takes

possession or a receiver is appointed of any of your property or, or if you cease or threaten to cease to carry on business or if we reasonably apprehend that such events are about to occur in relation to you.

26. The termination of this Agreement howsoever arising shall be without prejudice to the rights and duties of either you or us accrued prior to termination.
27. Failure by us to enforce or partially enforce any provision of this Agreement will not be construed as a waiver of any of our rights under this Agreement.
28. This Agreement is governed by the laws of England and Wales.

### **Warranty Terms and Conditions 12 Month Guarantee**

1. If, after Iguana Heating and Plumbing LTD shall have carried out the works, the Customer is not wholly satisfied with the works then the Customer shall give notice in writing within 12 months to Iguana Heating and Plumbing LTD & shall afford Iguana Heating and Plumbing LTD, and its insurers, the opportunity of both inspecting such works, & carrying out any necessary remedial works if appropriate. The Customer accepts that if he fails to notify Iguana Heating and Plumbing LTD as aforesaid then Iguana Heating and Plumbing LTD shall not be liable in respect of any defects in the works carried out.
2. The Guarantee shall be for labour only in respect of faulty workmanship for 12 months from the date of completion with the manufacturer's warranty in force. The Guarantee will become null & void if the work/appliance completed/supplied by Iguana Heating and Plumbing LTD is:
  - i) Subject to misuse or negligence.
  - ii) Repaired, modified or tampered with by anyone other than an Iguana Heating and Plumbing LTD operative. Iguana Heating and Plumbing LTD will accept no liability for, or guarantee suitability, materials supplied by the Customer & will accept no liability for any consequential damage or fault.
3. Iguana Heating and Plumbing LTD will not guarantee any work in respect of blockages in waste & drainage systems, silicone etc.
4. Iguana Heating and Plumbing LTD will not guarantee any work undertaken on instruction from the customer & against the written or verbal advice of the operative/engineer.
5. Work is guaranteed only in respect of work directly undertaken by the company & payment in full has been made. Any non-related faults arising from recommended work which has not been undertaken by Iguana Heating and Plumbing LTD will not be guaranteed.
6. Iguana Heating and Plumbing LTD shall 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 the customer has been notified by the operative either verbally or indicated in the invoice/estimate of any other related work that requires attention.
7. The customer shall be solely liable for any hazardous situation in respect of Gas Safe Regulations or Gas Warning Notice issued.
8. Where Iguana Heating and Plumbing LTD agrees to carry out works on installations of inferior quality or over ten years old at that date no warranty is given in respect of such works & the Company accepts no liability in respect of the effectiveness of such works or otherwise.