



**Heathlands**  
HEATING SERVICES

### **Terms and Conditions**

For the purpose of these terms & conditions the following words shall have the following meanings:

- “The Company” shall mean Heathlands Heating Services Ltd.
- “The Customer” shall mean the person or organisation for whom the Company agrees to carry out works &/or supply materials.

The Operative or Engineer shall mean the representative appointed by the Company.

#### SECTION 1

1. The Company reserves the right to refuse or decline work at its own discretion. Where the Company agrees to carry out works for the Customer, those works shall be undertaken by the designated operative of the Company at its absolute discretion.

2. HOURLY RATE WORK.

The total charge to the Customer shall consist of the cost of materials supplied by the Company and the amount of time spent by the operative in carrying out works (including all reasonable time spent in obtaining un-stocked materials) charged in accordance with the Company’s current hourly rates. The Customer shall only be charged for the time spent related to the Customer’s work, all other time etc. is non-chargeable. All charges are inclusive of VAT.

3. FIXED PRICE WORK.

This shall be given as a firm cost, (manifest errors exempted) including Labour & Materials, and shall be within 10% over and above the equivalent total hourly rate cost. All costs are inclusive of VAT.

4. CALL OUT FEES  
 (20% VAT WILL BE ADDED TO ALL COSTS)

<b>Monday – Friday 8am – 5pm</b>
£60 inc VAT (includes first ½ Hour)
£42 inc VAT (every hour after that)

<b>Out of hours</b>	
Monday – Friday 5pm – 12am	£90 inc VAT (Includes first ½ Hour) £63 inc VAT (every hour after that)
Monday – Friday 12am – 8am	£120 inc VAT (Includes first ½ hour) £84 inc VAT (every hour after that)
Saturday 8am – 5pm	£90 inc VAT (includes first ½ hour) £63 inc VAT (every hour after that)
Saturday 5pm through to Monday 8am	£120 inc VAT (includes first ½ hour) £84 inc VAT (every hour after that)

<b>Bank holidays</b>
£120 inc VAT (includes first ½ hour)
£84 inc VAT (every hour after that)

**Note\*** During investigation works following a requested call out, the company cannot guarantee we will be able to make a diagnosis within the initial call out fee stated above, the customer will incur additional charges at a reduced rate.

## SECTION 2

1. Where a written quote has been supplied to the Customer the total charge to the Customer referred to in the quote should not exceed the actual time taken by more than 20% but may be revised in the following circumstances —
  - 1.1 If after submission of the quote the Customer instructs the Company (whether orally or in writing) to carry out additional works not referred to in the quote.
  - 1.2 If after submission of the quote there is an increase in the price of materials.
  - 1.3 If after submission of the quote it is discovered that further works need to be carried out which were not anticipated when the estimate was prepared.
  - 1.4 If after submission of the quote it is discovered that there was a manifest error when the quote was prepared.
  - 1.5 Should a detailed Insurance Report be required in addition to the quote and invoice then this will incur a nominal charge of £60 inc VAT.

## SECTION 3

### Material Collection.

Collection of non-stock items is chargeable but:

- Time must be kept to a minimum & reasonable.
  - If the collection time is likely to exceed 1 hour the customer must be additionally informed of the circumstances.
  - Only one engineer is allowed to leave the job to collect parts.
1. All materials and goods supplied by the customer in preparation for the company to commence arranged works will be the sole responsibility of the customer. The company will not be liable for replacement of faulty parts. The customer will be obliged to take up their claim via their supplier. The company shall re-fit replacement parts at the customer's request but in turn they will incur further labour charges.
  2. All Materials and goods supplied by the Company shall remain the property of Heathlands Heating Services Ltd until the invoice has been paid in full by the client. Our payment terms are 14 days from when the invoice was issued. Any part of that invoice which remains unpaid shall carry interest at the rate of 3% over the base rate until payment in full is received by the Company. If the customer does not pay without good reason after 30 days it could result in legal proceedings being taken against you.
  3. Where the date &/or time for works to be carried out is agreed by the Company with the Customer, then the Company shall use its best endeavours to ensure that the operative shall

attend on the date & at the time agreed. However, the Company may not accept liability in regards to delays caused outside of the company's control.

#### SECTION 4

1. The Customer shall accept sole liability to discharge the Company's account unless he/she discloses to the Company when initially instructing the Company to carry out work &/or supply materials that he/she is acting on behalf of a third party (including, but not limited to, a Limited Company or partnership) & receiving a written estimate) the name of the third party appears on the written estimate.
2. The Company will require an initial 20% deposit (of total costs) upon acceptance of quotes that exceed costs of £500. On completion of works, this amount will then be deducted from the final invoice issued. Deposits can be made by credit card, ensuring cover for the full amount of the costs of work.
3. If the Customer wishes to cancel their instructions prior to any work being undertaken within our 14 day cancellation period, any amounts taken will be refunded. Should the customer have already given written approval for the work to begin before the cancellation period, they may be liable for any expenditure relating to goods supplied or services already provided in accordance with such instructions.
4. If, after the Company has carried out the works, the Customer is not wholly satisfied with the works then the Customer shall give notice in writing within 28 days to the Company and shall afford the Company, and its insurers, the opportunity of both inspecting such works, then carrying out any necessary remedial works if appropriate.
5. We always endeavour to provide the best service and products for our customers. However, on rare occasions, we recognise that there may be times where our customers may not be completely satisfied. To ensure we are able to put things right as soon as we can, please refer to our complaints procedure and we will respond promptly to ensure complete satisfaction. Please inspect the work on completion to ensure everything has been carried out to our usual high standards. In the unlikely event there is anything you are not completely satisfied with, please contact us at your earliest convenience so that we can rectify any issues as soon as possible.

Where we cannot resolve any complaints using our own complaints procedure, as a Which? Trusted Trader we use Dispute Resolution Ombudsman for dispute resolution. In the unlikely event of a complaint arising and you wish to refer the complaint to them please contact us on 0117 456 6031 or via their website <http://www.dissputeresolutionombudsman.org/which-trusted-traders-partnership/>

#### SECTION 5

1. The Guarantee shall be for labour only in respect of faulty workmanship for 6 months from the date of completion with the manufacturer's warranty in force. The Guarantee will become null and void if the work/appliance completed/supplied by the Company is:

- Subject to misuse or negligence.
  - Repaired, modified or tampered with by anyone other than a Company operative.
  - The Company will accept no liability for, or guarantee suitability of materials supplied by the Customer themselves prior to installation. This does not restrict the customers rights under the Consumer Rights Act 2015.
2. The company will not guarantee any work in respect of blockages in waste & drainage systems etc.
  3. The company will not guarantee any work undertaken on instruction from the customer & against the written or verbal advice of the operative/engineer.
  4. Work is guaranteed only in respect of work directly undertaken by the company & payment in full has been made.
  5. The company shall not be held liable or responsible for any damage or defect resulting from additional recommended work that has not been carried out on request of the customer.
  6. The company will not accept liability for unforeseen issues with existing components which are not part of original works, including but not limited too; existing pipework, fittings, radiators and/or sanitary wear during/or after system upgrades and/or swaps.
  7. The customer shall be solely liable for any hazardous situation in respect of Gas Safe Regulations or Gas Warning Notice issued.
  8. Engineers operate under The Company Gas Safe Registration & as such, the company is responsible for any gas related work & subsequent liability.

## SECTION 6

1. These terms & conditions may not be released, discharged, supplemented, interpreted, varied or modified in any manner except by an instrument in writing signed by a duly authorised representative of the Company & by the Customer. Furthermore, these terms & conditions shall prevail over any terms & conditions used by the Customer or contained or set out or referred to in any documentation sent by the Customer to the Company; by entering into a contract with the Company the Customer agrees irrevocably to waive the application of any such terms & conditions.
2. Title to any goods, supplied by the Company to the Customer shall not pass to the Customer but shall be retained by the Company until payment in full for such goods has been made by the Customer to the Company.
3. The Company shall be entitled to seek a court injunction to prevent the Customer from selling, transferring or otherwise disposing of such goods. Notwithstanding the foregoing, risk in such goods shall pass on delivery of the same to the Customer, until such time as title in such goods

has passed to the Customer, the Customer shall insure such goods to their replacement value & the Customer shall forthwith, upon request, provide the Company with a certificate or other evidence of such Insurance.

4. The Company shall not be liable for any delay or for the consequences of any delay in performing any of its obligations if such delay is due to any cause whatsoever beyond its reasonable control, & the Company shall be entitled to a reasonable extension of the time for performing such obligations.
5. The Company shall only be liable for rectifying works completed by the Company & shall not be held responsible for ensuing damage or claims resulting from this or work that has been requested and/or recommended and not undertaken at that time.

## Privacy Notice

Heathlands Heating Services Ltd complies to the DPA (Data Protection Act 1998) and already complies to the GDPR (General Data Protection Regulation) which comes into effect from the 25<sup>th</sup> May 2018.

This Privacy Policy provides you with details of how we collect, process and hold your data within Heathlands Heating Services Ltd.

Katie Cox is the data controller for Heathlands Heating Services Ltd.

### **Contact Details**

Full name of legal entity: **Katie Cox**

Email address: **admin@heathlandsltd.co.uk**

### **Changes to our Privacy Policy**

This Privacy Policy may change from time to time in line with legislation or industry developments. We will inform our clients and our website users of these changes.

### **What data we may gather**

Personal data means any information capable of identifying an individual.

We may collect the following info:

- Full names
- Contact information – including email addresses
- Demographic information, such as Address – including postcode
- Website usage data
- Other information pertaining to special offers, surveys and requested customer feedback.

### **Communication Data**

This includes any communication that you send to us whether that be through email, text, social media messaging, social media posting or any other communication that you send us. We process this data for the purposes on communicating with you and due to the nature of our business we will require certain personal data in order to carry out works required from us, as well as for record keeping and for the establishment, pursuance or defence of legal claims. Our lawful grounds for this processing is our legitimate interests, which in this case are to reply to communications sent to us, to enable us to carry out estimates and respond to enquiries and to keep record.

## **Customer Data**

This includes data relating to any purchase of goods and/or services from our company such as listed above. We process this data to supply goods and/or services to our customers and to keep records of such transactions. Our lawful ground for this processing is the performance of a contract between you and us and/or taking steps at your request to enter into such contract.

## **Marketing Data**

This includes data about your preferences in receiving marketing from us and your communication preferences. We process this data to enable you to partake in our promotions such as, offers and free giveaways, to deliver relevant advertisements to you and to measure or understand the effectiveness of this advertising. Our lawful ground for this processing is our legitimate interests which in this case is to discover how our customers services, to develop them and to grow our business.

## **Sensitive Data**

We do not collect any Sensitive data about you. Sensitive data refers to data that includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political views, trade union membership or information about your health and genetic/biometric data.

We will only use your personal data for a purpose it was collected for. We may process your personal data without your knowledge or consent if the law requires or permits us to do so.

## **How we use this data**

Collecting this data helps us deliver improved services and maintain a strong communication between us and our clients. As well as enabling us to understand what you are looking for from our business.

Specifically, we may use data:

- For our own internal records
- to improve our services
- to contact you in response to a specific enquiry
- to maintain good communication throughout works
- due to the nature of our job, we may need to use client contact details in cases of emergency

## **How we collect your personal data**

We may collect data from you by you providing the data directly to us. For example, by sending emails, messages through social media, texts and by arranging quotes/estimates. Other than this, we do not collect personal data from any third parties, nor do we share your personal data to third parties without consent or if the law requires us to do so.



## **Controlling your personal information**

When Heathlands Heating Services Ltd have your personal information, we will never release your details to third parties unless we have permission or the law requires us to.

Any personal information we hold about you is stored and processed under our Data Protection Policy, in line with the Data Protection Act 1998.

Under the Data Protection Laws, you have rights in relation to your personal data that include the right to request access, correction, erasure. You can request to withdraw any personal information of yours that we hold at any time by either:

- Sending an email to [admin@heathlandsltd.co.uk](mailto:admin@heathlandsltd.co.uk).
- Calling our offices on 01252 645589
- Write to us at UNIT 22 FINNS Business Park, Mill Lane, Crondall, Surrey, GU10 5RP

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data or to exercise any of your other rights. This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it.

## **Security**

Heathlands Heating Services Ltd are committed to ensuring that your personal data is protected. Should you, as a customer, provide personal information for communication or works purposes, then you can be assured that it will only be used in accordance with this privacy statement.

To prevent unauthorised disclosure or access to your information, we have implemented strong physical and electronic security safeguards.

## **Notice of the right to cancel**

Under the consumers Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel this contract during a period of 14 calendar days from the day this notice is sent or given to you. During that period if you choose to cancel the contract any money paid by you will be refunded.

However, if you have already given written approval for the work to begin before the end of the cancellation period you may be required to pay for goods or services already provided.

If you wish to cancel the contract you must do so in writing and deliver personally or send (which may be electronic mail or post) this to the person named below. You may use the form below if you want to but you do not have to.

The notice of cancellation is deemed to be served as soon as it is posted or in the case of an electronic communication from the day it is sent.