

# TERMS & CONDITIONS

1. **Prices**
  1. The price for the supply of goods and services are set out in your quotation. We shall invoice you on installation. All invoiced amounts shall be due and payable once the goods have been installed.
  2. Throughout the duration of works additional unforeseen costs may arise and could result in further charges over and above the original quotation. Where possible we will seek agreement verbally but some occasions may arise where we are not able we will inform you as soon as reasonably practicable.
  3. We shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 1.5% per annum above the base rate of the Bank of England.
  4. The price of the goods and services on the quotation are inclusive of Value Added Tax which shall be charged at the rate prevailing at the relevant tax point.
2. **Installations to existing pipe work or radiators etc**
  - 2.1 We are not able to guarantee performance or lifetime of:-
    - 2.1.1 - Existing pipe work, radiators or appliances that are subject to works for example a new boiler etc.
    - 2.1.2 – Existing plumbing affected by a new hot water system on existing pipework or appliances.
  - 2.2 If it is not reasonably practicable once on site to carry out any of the work as per the original instructions, we may refrain from undertaking any further works until discussions with the homeowner. We will, if requested by you, provide a written explanation as to why any work is not considered to undertaken.
3. **Ownership of the Goods**

You will only own the goods once they have been successfully installed and when we have received and cleared payment in full. Any goods supplied are not for resale.
4. **Delays**

Should installation or commencement of works be delayed due to any cause beyond our reasonable control, the installation date will be extended by a reasonable period and we will contact you to arrange an alternative date.
5. **Payment**

Unless the Agreement provides otherwise, the price for the goods and/or services shall be payable no later than 7 days from the date of the relevant invoice. **Overdue accounts will be passed onto the Credit Protection Association of which Rudkin & Herbert are members of to recover any outstanding monies.**
6. **Warranty**
  - 6.1 We warrant that as from the date of installation for a period of 12 months, the goods and all their component parts, where applicable, are free from any defects in design, workmanship, construction or materials. Any additional warranties described in the quotation or invoice are manufacturers warranty only i.e. boiler, controls, radiators, sanitary ware.
  - 6.2 We warrant that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices are warranted for 12 months or in the case of bathroom and wet rooms installations 24 months or unless otherwise stated on quotation.
7. **Liability**
  - 7.1. Except for death or personal injury caused by our negligent acts or omissions we shall only be liable for any loss or damage which is a reasonably foreseeable consequence of a breach of this Agreement.
  - 7.2. You will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred by us as a result of your breach or default in the discharge of your obligations.
  - 7.3. Where we need to carry out work on your premises and/or install equipment, we will not accept liability for the cost of repairing or replacing parts of your existing system which occurs due to faults in your system unless we have been negligent in not realising that such damage may occur or in the way we did the work.
  - 7.4. In the event of any loss or damage to your property, we will pay for the reasonable costs of the repair or replacement (less wear or tear) providing of the item or provide you with a full refund if we have been negligent. We would also expect you to take reasonable steps to mitigate any further loss for example isolating water supply.
  - 7.5. Nothing in this Agreement shall exclude or limit the Company's liability for death or personal injury resulting from the Company's negligence or that of its employees, agents or sub-contractors.
8. **Customer Services**
  - 8.1. To protect your own interests please read the conditions carefully. If you are uncertain as to your rights under them or you want any explanation about them please write or telephone Rudkin & Herbert customer services department, at the address and telephone number set out above.
  - 8.2. If you are unhappy with any aspect of our service, please contact Rudkin & Herbert on 0116 2999150. Any complaints will be dealt with sympathetically and we will work with you to reach a satisfactory conclusion.
9. **Data Protection**

You consent to the computer storage and processing of your personal data by us in connection with this Agreement and to the transmission of this data across the company and its business partners for the purposes of our legitimate interests including statistical analysis, marketing of our services and credit control. If you breach this Agreement, your personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures.
10. **Complaints**

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 0333 241 3209 or via their website <http://www.disputeresolutionombudsman.org/membership/whichtrustedtraders/>
11. **Boiler Plus Legislation: Commencement 06/04/2018**

All gas boilers must have at least a 92% ErP minimum efficiency standard, working alongside with devices that control and set heating times and temperature. Every gas combination boiler needs to include one of the energy-saving measure requirements: load compensation control, weather compensation control, smart thermostat with automation and optimisation, or flue gas heat recovery unit with time and temperature control. All Rudkin & Herbert's free no obligation quotes for new installation and replacement of existing boilers complies with the Boiler Plus Legislation.