

These Terms of Business form part of the contract entered into between you and Priory Heating Ltd. We recommend that you read them carefully as they affect your legal rights and liabilities. If you have any concerns they should be raised at the earliest opportunity and in any event prior to work commencing.

## 1. Definitions

For the purpose of these Terms of Business the following definitions shall apply:

The "Company" means Priory Heating Ltd.

The "Customer" means you, the person or organisation with whom the Company has entered into a contract for the supply of goods and/or services.

The "Engineer" means the representative appointed by the Company to perform the agreed work.

"Labour" means all time spent by the Engineer in carrying out work on behalf of the Customer, including all reasonable time spent in obtaining materials.

"Materials or Parts" means, in respect of each job, all hardware and fittings installed, supplied and/or purchased on behalf of the Customer by the Company.

## 2. Fixed Price Work

2.1 Fixed price work shall be quoted for in advance by the Company. The quoted price shall represent the total amount (including of VAT) to be paid by the Customer for the specified work, however this amount may be revised by the Company in the following circumstances:

- (a) if after submission of the quote the Customer instructs the Company (whether orally or in writing) to carry out additional work that is not referred to in the quote (such additional work to be charged on an hourly rate basis in accordance with paragraph 3 below);
- (b) if after submission of the quote there is an increase in the source cost of the Materials;
- (c) if after submission of the quote it is discovered that additional work needs to be carried out that was not reasonably anticipated when the quote was prepared (such additional work to be charged on an hourly rate basis in accordance with paragraph 3 below); and/or
- (d) if after submission of the quote it is discovered that there was a manifest error in the Company's preparation of the quote.

2.2 Quotes provided by the Company are valid for 30 days from the date of the issue. This does not affect the Company's right to withdraw a quote at any time prior to its acceptance.

2.3 The following work is also carried out at a fixed price:

Landlord Gas Safety Certificates, £96 (including VAT) (Up to 2 appliances, then £15 extra per appliance)

Boiler Servicing, £90 (including VAT)

Unvented cylinder service, £72 (Including VAT)

Oil Boiler Service, £144 (Including VAT)

### 3. Hourly Rate Work

3.1 In the absence of an accepted quote (in accordance with paragraph 2.2) the amount charged to the Customer shall comprise:

- (a) Labour charged at the Company's applicable hourly rate set out in paragraph 3.2;
- (b) the Company's charge in respect of the Materials, on which the Company reserves the right to charge a mark-up fee on the cost price to the Company as a means of covering time and effort involved in sourcing and obtaining such Materials; and
- (c) any of the incidental costs set out in paragraph 3.3.

3.2 The Company's hourly rates are as follows:

- Monday - Friday, 8.00am to 5.00pm £72 per hour (inc VAT)
- Monday - Friday, Emergency/Same Day call out 8.00am to 5.00pm £108 per hour (inc VAT)
- Saturday, 8.00am to 12.00pm: £240 per hour (inc VAT)
- Out of hours call out: £240 per hour (inc VAT)

Note that there is a minimum charge of one hour. This excludes emergency callouts when the above rates will apply.

The first standard hour will be charged at £72.00 (inc vat), thereafter part hours will be charged as follows:

- Under 30 minutes work: Half the hourly rate
- Over 30 minutes work: Full hourly rate The Company reserves the right to change its current hourly rate on 14 days written notice to the Customer.

**Travel costs banding are as follows:**

- Within a 7-mile radius from SN25 2BZ – no charge zone
- Band A: 7-10 miles £20 (return) charge (excluding vat)
- Band B: 10-15 miles £35 (return) charge (excluding vat)
- Band C: 15-20 miles £50 (return) charge (excluding vat)
- Anything over 20 miles will be considered on an individual basis

Please note that all customers are required to clear the required work area to ensure easy access for our engineers. If time is spent by our engineers clearing workspaces, this will be charged at our normal hourly rate in addition to prices quoted.

3.3 The Company shall be entitled to recover the following costs from the Customer:

- all reasonable parking expenses incurred by the Company and the Engineer in attending the Customer's property (and/or the premises of its preferred suppliers).
- a charge of £72 (per occurrence) in the event that the Customer fails to provide the Company and/or Engineer with access to the property at a time that has been scheduled for work or an inspection to take place.

#### 4. Payment and Customer Liability

4.1 The Company shall invoice the Customer on completion of the work, or earlier by written or oral agreement between the parties.

4.2 The Customer shall pay each invoice submitted to it by the Company within 14 days of receipt. Any part of an invoice that has not been paid by its due date may attract interest and charges if pursued through the court system.

#### 5. Guarantee and Company Liability

5.1 The Guarantee will become null and void if:

(a) any of the work completed and/or Materials installed by the Company is subject to misuse or negligence by anyone other than the Company or its Engineers;

(b) any of the work completed and/or Materials installed by the Company is repaired, modified or otherwise tampered with by anyone other than the Company or its Engineers;

(c) the Customer has failed to service any of the Materials installed by the Company in accordance with the manufacturer's recommendations;

(d) the Customer has failed to carry out any supplementary work that was recommended by the Company or the Engineer as being necessary at the time the work was completed; or

5.2 The Guarantee shall not apply to work performed by the Company:

(a) in respect of blockages of waste and/or drainage systems or similar;

(b) at the instruction of the Customer against the oral or written advice of the Company or its Engineers; or

(c) on installations that are of inferior quality or that are over ten years old.

5.3 The Company shall accept no liability and shall not be held responsible for any loss, damage or defect (whether direct or consequential) resulting from:

(a) the unsuitability of any Materials supplied by the Customer.

5.4 Nothing in these Terms of Business excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or for any other matter in respect of which it would be illegal for the Company to attempt to exclude its liability.

5.5 In the event of a complaint relating to any service or installation in a property Priory Heating Ltd must be given the opportunity to address the issue by re-visiting the property to resolve any alleged complaint. Priory Heating Ltd cannot be held responsible if the opportunity to fully address the matter is not afforded to us.

5.6 No allowance has been or will be made by Priory Heating Ltd for making good, unless specifically requested. Priory Heating Ltd cannot be held responsible for any damage caused in order to carry out the work required. Boiler or radiator swaps, for example, may involve the removal of an old appliance and the wall behind, or the cupboard space, may be altered in the process. When changing from a gravity-fed hot water system to a mains pressure one, no responsibility will be taken by Priory Heating Ltd for any ensuing problems with the existing plumbing such as tap washers

letting by or leaks in soldered joints. In no instance can Priory Heating Ltd be held accountable for failures or defects arising from any pre-existing plumbing or workmanship in the property.

## 6. Title to Materials

6.1 Ownership of the Materials shall not pass to the Customer until the Company has received payment in full for i) the Materials and ii) all other amounts that have fallen due to the Company from the Customer on or before the date on which payment for the Materials has been made in full.

6.2 If a customer decides he/she no longer wants the materials requested once installation has been carried out, the Company will charge appropriate labour rates for the removal of such materials and will cover the costs of purchasing such materials in the first instance. In addition, the original invoice for the work remains entirely valid and must be paid in full.

## 7. General

- 7.1 These Terms of Business form part of the offer for the supply of goods and/or services made by the Company to the Customer and shall become binding upon the Customer's acceptance of such offer.
- 7.2 The agreement is a written agreement and any variations to that agreement ought to be made in writing.
- 7.3 These Terms of Business shall prevail over any inconsistent terms of business (or similar) that are at any time provided or referred to by the Customer, or are implied by practice or trade custom.
- 7.4 The Company shall have no liability to the Customer if it is prevented from, or delayed in, performing any of its contractual obligations by any act, event or omission that is beyond its reasonable control. In such circumstances the Customer shall allow the Company a reasonable extension of time in which to complete the work.
- 7.5 If any provision of these Terms of Business is found by any court to be invalid, illegal or unenforceable, that provision shall be deemed not to form part of the contract between the Customer and the Company and the validity and enforceability of the other provisions shall not be affected.
- 7.6 Headings and titles in these Terms of Business shall not affect their interpretation.
- 7.7 These Terms of Business, and all other contractual rights and obligations arising between the Customer and the Company, shall be governed by, and construed in accordance with, the laws of England and Wales and shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.
- 7.8 The offer of £10 off a future boiler service which can be obtained by prompt settlement of an existing invoice is valid for 12 months from date of issue and is only redeemable against the exact same property for which the original invoice was raised. Discounts can not be aggregated or added together.
- 7.9 The Company can only act upon the information given by the customer and act on the problems presented at the time of the Engineer's visit. It is the responsibility of the Customer to alert the Company to any pre-existing conditions and/ or relevant work that has been carried out by third

parties which may affect our subsequent work and decisions at the property. The customer should act reasonably and share information accordingly.