



New Boiler Supply & Install • Boiler Service • Boiler Breakdown • Boiler Care

## Terms and Conditions for the *PowerFlush* of Your Central Heating System

These Terms and Conditions along with Your Order Confirmation Form constitute the entire agreement between Property Industry Service Ltd (The Good Heating Co) and you for the *PowerFlush* of Your Central Heating System.

Please read these Terms and Conditions carefully. You should pay particular attention to Clause 8 which sets out the extent of our liability under this Contract.

These Terms and Conditions are written to be as clear and self-explanatory as possible but if there is anything that you do not understand or would like clarification on please call us on:

**0800 464 7966 or send an email to [info@thegoodheatingco.com](mailto:info@thegoodheatingco.com)**

### SECTION 1 – DEFINITIONS

The following definitions apply in these Terms and Conditions: Central Heating System – means the central heating system at the Premises including:

1. the Boiler;
2. the Controls (including electrical temperature controls);
3. all pipes, radiators, valves, hot water cylinders (Coil Only).

Controls – means the programmer/time clock, room thermostat (if fitted), cylinder thermostat (if fitted) and zone valves (but excluding the fused spur switch and any thermostatic radiator valves).

Contract–means these Terms and Conditions and your order confirmation form.

Order Confirmation Form – means the order confirmation form that sets out certain details relating to this Contract, including the price and the premises.

*PowerFlush* means the *PowerFlush* of Your Central Heating System as further set out in clause 3.2.

Premises – means the domestic address shown on your order confirmation form.

Price – means the price (including VAT) you must pay for the *PowerFlush* as set out in your order confirmation form.

'We/Us/Our' means Property Industry Services Ltd (The Good Heating Co)

'You/Your' the person or people who have entered into this contract with Property Industry Services Ltd (The Good Heating Co)

### SECTION 2 - YOUR CONTRACT

2.1 These Terms and Conditions shall become binding on you and us when:

2.1.1 You sign your order confirmation form;

2.1.2 or you make a verbal *PowerFlush* appointment; or

2.1.3 We receive payment of the price; whichever is the earlier, at which point this contract shall come into existence.

2.2 Any quotation for the *PowerFlush* is given on the basis that a binding contract shall only come into existence in accordance with clause 2.1.1 and 2.1.2 and 2.1.3.

2.3 Where we do not carry out an inspection of Your Central Heating System before giving you a quotation, we will be relying on the information provided by you in giving this quotation. Should this information be inaccurate or if following an inspection of Your Central Heating System we are unable to offer this product for any reason, we may increase the price or cancel this contract as a result. If we increase the price, we will tell you and we will send you a new order confirmation form to confirm this change.

2.4 We may ask you to pay a deposit before we commence the *PowerFlush*. We will arrange with you a mutually convenient time for us to carry out the *PowerFlush*. We will endeavour to carry out the *PowerFlush* on the date(s) we have agreed with you. However occasionally performance may be affected by factors beyond our control and so this cannot be guaranteed. We will let you know if we become aware of an unexpected delay and we will arrange with you a new mutually convenient date(s) to carry out the *PowerFlush*.

2.6.1 Unless we have commenced the *PowerFlush* at Your written request, we will give you a full refund of any monies you have paid to us under this contract.

2.6.2 Where we have commenced the *PowerFlush* at your written request:

2.6.2.1. You will have to pay to us any costs we have reasonably incurred in connection with the contract before we receive your cancellation notice; and

2.6.2.2. We will not be required to remove any chemicals we have put into your Central Heating System and will not be responsible for any damage or loss caused as a result of not removing these chemicals or completing the *PowerFlush*.

2.7 You may at any time after the expiry of the Cancellation Period and before we commence the *PowerFlush*, cancel this Contract by contacting us in accordance with clause 2.9. In these circumstances, you will have to pay us any costs we have reasonably incurred in connection with the Contract before we receive your cancellation notice.

2.8 We may deduct any costs you are required to pay to us under clause

2.6.2 or clause 2.7, from the Price paid by you, before returning the balance to you. You will not be required to pay our costs where clause 7.1.2 applies.

2.9 Should you wish to cancel this Contract

2.7 Cancellation Period – means fourteen (14) working days from the receipt by us of your Order Confirmation Form,

or alternatively you may telephone us on **0800 464 7966** or e-mail us at **info@thegoodheatingco.com**

### **SECTION 3 - THE POWER FLUSH**

3.1 Prior to carrying out the *PowerFlush*, our engineer will advise you of any deficiencies with your Central Heating System that may cause the problem with your Central Heating System to return after the *PowerFlush* has been undertaken. In these circumstances our engineer will provide you with a quote for the cost of carrying out any additional work which may be necessary. If you decline to have the necessary work done, we may cancel this contract.

3.2 In carrying out a *PowerFlush* of your Central Heating System, We shall:

3.2.1 Add pre-flushing chemicals to Your Central Heating we will tell you what you need to do before we can perform the *PowerFlush*.

3.2.2 Remove your central heating pump and check its condition we will tell you if it needs replacing and provide a quote for us to do this;

3.2.3 Use a *PowerFlush* machine to flush through each radiator and section of your Central Heating System including the boiler;

3.2.4 Add inhibitor to your Central Heating System once the work has been completed, which will help to prevent future corrosion inside the Central Heating System; we may carry out the above

activities either during the same visit or arrange separate appointments for each stage as is necessary.

3.3 When carrying out the *PowerFlush*, We will:

3.3.1 take reasonable care to avoid disruption at your premises;

3.3.2 remove all waste material;

3.3.3 clean up after ourselves.

3.4 Whilst We will use all reasonable endeavours to discover any deficiencies with your Central Heating System before carrying out the *PowerFlush*, we are not responsible for any damage caused by the *PowerFlush* as a result of any faulty components and equipment, poorly made joints or pin-holed radiators caused by internal or external corrosion that could not have been reasonably identified or present before the *PowerFlush* commenced.

## **SECTION 4 - OUR COMMITMENT AND FUTURE POWER FLUSHES**

4.1 The *PowerFlush* will be carried out by our engineers with all reasonable skill and care.

4.2 If, following completion of the *PowerFlush*, your Central Heating System requires (in Our opinion) a further *PowerFlush* in the future, then except where clause 4.3 applies we will carry out that *PowerFlush* free of charge in accordance with these Terms and Conditions, provided that from the time we undertake the *PowerFlush*, You keep a continuous service Gas Care Contract with us for central heating care in respect of the Central Heating System at the Premises and you inform us prior to having any other party involved.

4.3 We shall not be required to carry out a *PowerFlush* free of charge where the *PowerFlush* is required as a result of wilful damage, accident or negligence by you or any third party, your use of the Central Heating System in a way that we do not recommend, your failure to follow our instructions, any alternations or repairs you carry out to the Central Heating System without our prior written approval, or the incorrect installation of your Central Heating System (other than where we installed Your Central Heating System).

4.3.1 Warranty for power flushing can be given only if the job is completed in full: and that all recommended tasks and repairs are carried out as well.

4.3.2 Warranty can be only be obtained after every power flushing if the payment for the service is accounted fully for.

4.4 The pre work investigation apply to the most common problems in regards to power flushing. Any other investigation is subject to charge; please ask for our hourly rate.

4.5 Balancing the system is included in the job; however, getting rid of airlocks may be subject to charge, please ask for our hourly rate.

4.6 Any additional radiators we have not been told about when giving a quote is subject to charge of up to £75.00 per extra radiator. If the boiler type is different than we have quoted for the price may be increased even with a £100.00 on top of the original quote.

## **SECTION 5 - CONDITIONS AT THE PREMISES**

5.1 You are responsible for making sure that:

5.1.1 conditions at the Premises are suitable for us to carry out the *PowerFlush*;

5.1.2 all the necessary facilities, services and supplies are already installed and working at the premises. These include earthing and the supply of gas, electricity and water. If you do not have suitable earthing, we can give you a separate quotation for this.

5.2 If We consider that the conditions at your Premises are not suitable for us to carry out the *PowerFlush* (which may include the presence of asbestos at the premises), any furniture or fittings from any rooms or roof space that we need to enter to carry out the *PowerFlush*. Our representative will agree with you how much clearing you will need to do. If you do not clear the furniture and fittings as agreed, we may charge you a reasonable amount to cover our costs for any delay. If you would like us to carry out any exceptional clearing work, we can do so but we are not liable for any damage caused as a result (unless we have been negligent) and we may charge you a reasonable amount to carry out this work (which we will agree with you beforehand).

5.4 If you do not comply with your obligations under this clause 5 we will have the right to cancel the Contract in accordance with clause 7.1.

## **SECTION 6 - YOUR RESPONSIBILITIES**

### **Treatment of Our staff**

6.1 You must at all times behave appropriately when our staff visit your premises. You must not physically or verbally abuse our staff in any circumstances.

6.2 If you physically or verbally abuse our staff who visit your premises, we may cancel your contract.

### **Access to Premises**

6.3 It is your responsibility to let us into the premises at the time of our appointment to carry out the *PowerFlush*. If we are not able to gain access to the premises at the time of the appointment, because you are not available to provide access, we will not be able to carry out the *PowerFlush*. In these circumstances, we will contact you and inform you that we were not able to carry out the *PowerFlush*.

6.4 If we fail to gain access to your premises to carry out the *PowerFlush* at the time of the appointment, we reserve the right to charge you for our costs in attending your premises for that appointment. If we fail to gain access on two consecutive occasions, we may cancel your contract.

## **SECTION 7 - ENDING THIS CONTRACT**

7. Cancellation Period means fourteen (14) working days from your acceptance of our quotation (verbal or in writing) or alternatively you may telephone us on **0800 464 7966** or e-mail us at **info@thegoodheatingco.com**

7.1 Neither you nor we may cancel this contract unless:

7.1.1 of the Terms and Conditions allow it; or

7.1.2 We are in breach of any of the terms of this Contract in which case you shall be entitled to cancel the contract; or

7.1.3 You are in breach of any of the terms of this contract, in which case we shall be entitled to cancel the contract; or

7.1.4 there is a health and safety issue that means it is inappropriate for the contract to continue, in which case, we may cancel the contract.

7.2 If you cancel the contract in accordance with clause 7.1.2, our liability is set out in clause 8.

7.3 Without affecting any other right or remedy we may have, if we cancel the Contract, where we are permitted to do so under clause 7.1, we shall be entitled to claim our reasonable costs in carrying out the contract until the date of cancellation.

## **SECTION 8 - LIABILITY SECTION**

8.1 We are liable for death or personal injury caused by our negligence and for any other matter for which it would be illegal or unlawful for us to exclude or limit or attempt to exclude or limit our liability.

8.2 We are responsible for any direct loss that is a foreseeable consequence of our breaching this Contract, our negligence or our breach of statutory duty. We are not liable for any other loss, including (but this contract is personal to you and the premises. You may not transfer your rights or obligations under this contract to any other person or property without our prior written consent. We may transfer our rights and obligations under this contract to another company. If we do so, this will not affect our and your obligations or liabilities under this contract. (But not limited to):

8.2.1 losses caused by an event or circumstances beyond our reasonable control;

8.2.2 any loss of income, revenue, profit or anticipated savings;

8.2.3 any business losses.

8.3 We are not liable for:

8.3.1 any damage caused by failures of your Central Heating System, that result from your decision not to carry out remedial work that we have recommended;

8.3.2 Normally insured risks, such as subsidence, structural repairs, fire, theft, accident, explosion, flood or storm;

8.3.3 remedial work arising from structural or renovation work carried out in the premises by you or a third party, for example the removal of radiators or addition of new equipment or system extensions;

8.3.4 any costs associated with re-housing the occupants of a property or for any costs associated with alternative heating methods in circumstances where we are required to disconnect your boiler or Central Heating System;

8.3.5 the cost of any reinstatement or redecoration required as a result of the *PowerFlush* unless the reinstatement or redecoration is required because we have been negligent, or we are in breach of this contract or our statutory duty.

8.3.6 Any warranty we may have offered or give will be invalid without written proof by 3rd party engineer.

8.3.7 We reserve the right to withdraw from any warranty we have given if you refuse to perform power flushing according to our or our engineers' recommendations.

## **SECTION 9 - DATA PROTECTION**

We Property Industry Service Ltd (The Good Heating Co) will use information we have about you to administer this contract and carry out our obligations under this contract. Your records may also be shared with other organisations and used by us and them to recover debt, trace debtors and prevent money laundering or fraud. Unless you tell us otherwise, we will also provide you with up-to-date information on other products, services and special offers we provide. You agree that we may carry out a credit check against you. For the purpose of Debt recovery in the event of non-payment.

## **SECTION 10 - GENERAL PROVISIONS**

10.1 This contract is personal to you and the premises. You may not transfer your rights or obligations under this contract to any other person or property without our prior written consent.

10.2 We may transfer our rights and obligations under this contract to another company. If we do so, this will not affect our and your obligations or liabilities under this contract.

10.3 Nothing in this contract will affect either our or your statutory rights.

10.4 We reserve the right to make use of carefully selected partner organisations to help us carry out the *PowerFlush*. If two or more people have entered into this contract with us, each person will be jointly and severally liable to us for any money owed. This means we will be entitled to claim all of the money owed from any person.

10.5 This contract is governed by the laws of England.