

Terms and Conditions

1. Please read the following terms carefully. They will inform you about the agreement you will be entering into with Off Grid Plumbing and Heating Ltd. In all clauses, the company refers to Off Grid Plumbing and Heating Ltd. If you are uncertain as to your rights under them or you want any explanation about them, contact the address or telephone number given.
2. Once you have accepted the quotation for the works to be carried out at your property, in accordance with below, the company endeavours to complete the work described in your quotation, subject to the conditions contained in this agreement.
- 2a. If a quotation has not been provided to carry out works, you agree to these Terms and Conditions if you allow works to commence. These Terms and Conditions are readily available on our website: www.offgridcornwall.co.uk.
3. If a specific date is requested for the work to commence, Off Grid Plumbing and Heating Ltd will do all that it reasonably can to meet the dates requested.
4. The company will carry out the whole of the work specified in this quotation at the price quoted during normal hours, which are between 8am and 4.30pm Monday to Friday. Any variations or additions requested by you will be subject to an additional charge and if the company is delayed or prevented from installing by the agreed date due to delay or default on your part, the company may on written notice to you add to the charges at a reasonable sum in respect of any additional costs incurred.
5. You must obtain all required consents for the installation of the works, including (without installation) building regulations and planning consents, consents from neighbours and mortgages, at the cost to you.
6. If you are a tenant, you are likely to require your landlord's consent for an installation to take place. The company will assume such permission has been granted and shall have no liability for any loss or damage arising from failure to obtain such permission.
7. You will provide reasonable access to enable installations to be completed. You will also be required to provide the necessary service utilities for installation at no charge.
8. The quotation that you accept is subject to the condition that, if necessary, there must be an adequate gas supply to the dwelling prior to the commencement of the work. Without prejudice to the company's rights, where such supply is not laid to enable work to commence, the company may cancel the contract and shall not have any liability for any costs, loss or damage arising from such cancellation. In certain circumstances the size of the existing gas rate cannot always be determined. If a new gas line is required, this will be charged at our standard hourly rate, as set out, and will be in addition to the quoted price.
9. The prices specified in this agreement do not include the price of removing any dangerous waste materials such as, but not exclusive to, asbestos found when carrying out the installation. If asbestos is found, the company reserves the right to withdraw its employees immediately until the site is made safe. The cost of removing asbestos is not included within the price. However, the company upon request of the customer will provide a cost for removing asbestos and will add this fee to the total quote.
10. Where the company needs to connect new equipment to your existing plumbing or heating system, it will not accept liability for the cost of repairing or replacing parts of your existing system, which subsequently develops faults. In certain situations the company may charge for visits made to your home by the company's engineer if your system is faulty or has developed a fault after the installation has been conducted. The company will not accept liability where your central heating system does not function properly because your water supply becomes inadequate or the water pressure becomes invariable.
11. Off Grid Plumbing and Heating Ltd accepts no responsibility for any existing installations that are present. This relates in particular but not only to any pipework, radiators and radiator valves, heating valves, pumps, shower pumps, electrical controls and/or bathroom / WC services that might be affected as a result of a conversion from a tank fed system to a sealed system or from power flushing of pipework and radiators. This change to a higher pressure rated system and power flushing can cause leaks in components that Off Grid Plumbing and Heating Ltd will not be liable for. Any cost of repairs for which Off Grid Plumbing and Heating Ltd are not liable for will be charged in accordance with our standard company charges. If your system is excessively full of magnetite and sludge, a further power flush might be required at some point later (eg. 3 years). Further power flushes will be chargeable at our standard power flush rates. Furthermore, if the buyer has requested that an existing appliance be re-installed or moved (eg. boiler), Off Grid

Plumbing and Heating Ltd accepts no liability for any internal leaks or malfunctions of this boiler, as a direct result of this installation.

12. The warranty for a boiler and or cylinder will be covered by the manufacturers as agreed in the quotation. The warranty only applies to the boiler. It does not apply to any existing parts of the system. All other works carried out by Off Grid Plumbing and Heating Ltd (parts and labour) are guaranteed for 1 year. However, any existing components or pipework not changed are not included within this guarantee. Furthermore, all boilers need to be serviced annually to remain under warranty. If the warranty becomes void due to the appliance not being serviced, Off Grid Plumbing and Heating Ltd accepts no responsibility for this.

13. The company accepts no liability for the removal of any carpets, linoleum and special types of flooring, eg. tongue and grooved, parquet, hard wood or tiled floors in order to carry out the installation, except in circumstances where the company has been negligent.

14. The company will take all reasonable care to carry out the installation. However, you accept that the installation including removing or destroying existing fixtures or fittings may cause damage to your decorations and fittings in your home. This provision does not exclude the company's responsibility for damage, beyond which is reasonably commensurate with the installation. It is anticipated that certain areas in your home may need redecoration following completion of the central heating installation. This will be your responsibility and is not included in the price.

15. All Off Grid Plumbing and Heating Ltd employees and agents are insured against loss or injury through their negligence.

16. The company shall not have any liability for any failure to perform its obligations under any quotation if it is prevented from doing so by any cause reasonably beyond its control; including but without limitation; adverse weather conditions, fire, accident or war, a failure or delay attributable to any electricity, water or gas network, the act or omission of any party for whom the company is not responsible.

17. The company will not be liable under this agreement for any loss or damage caused by the company or its employees or agents in circumstances where;

17.1. There is no breach or illegal duty of care owed to you by the company or by any of the company's employees or agents.

17.2. Such loss or damage is not a reasonably foreseeable result of any such breach.

17.3. Any increase in loss or damage resulting from breach by you of any term of this contract.

18. The company does not exclude any liability for loss of or damage to property directly resulting from the company's breach of the agreement, but the company's liability for such loss or damage shall be limited to those losses which are of a foreseeable consequence of the breach in respect of any one incident or series of incidents whether related or unrelated in any period of twenty-four months.

19. To complete your installation the company will use its authorised employees or agents. All contractors are approved by the company and are qualified within their respective trades. They are chosen carefully to carry out high standards of workmanship.

20 Estimates. Any estimate supplied by the company is subject to withdrawal at any time before receipt of an unqualified acceptance from the customer, and shall be deemed withdrawn unless it has been accepted within 14 days from its date.

20.1 Unless otherwise specified, all estimates provided are done on an 'as is' basis, and are not a fixed price quotation or firm price. The estimate will set out the likely minimum costs involved based on a visual inspection by the company and/or details supplied by the customer. The final price will be calculated based on the original estimate and in accordance with the companies standard rate card applicable at the time of works being carried out, and may be increased above the estimated price.

21. Standard charges. All charges will be clearly laid out within our quotation. In situations when a quotation has not and/or cannot be provided (e.g. Immediate or Emergency works), then our normal charges apply and are as follows:

21.1 Domestic Hourly rate £65 +VAT per hour (or any part thereof) for the first hour and £45 +VAT per hour thereafter, plus any other additional travel and parking charges (see below). Emergency call out, evening, weekend and bank holiday rates may vary.

Commercial Hourly rate £50 +VAT per hour, plus any other additional travel and parking charges (see below). Emergency call out, evening, weekend and bank holiday rates may vary.

21.2 Material charges. These will be applied for the supply of any parts and materials necessary beyond those quoted, and any such charges will be identified on the final invoice you receive.

21.3 Troubleshooting. Where the customer has requested that we troubleshoot a problem only but not to carry out the work, then our standard hourly rate plus any additional travel charges (as below) will apply.

21.4 Boiler and heating servicing. The cost of a standard service is £85 +VAT for gas and £90 +VAT for oil. (plus any additional travel and parking charges (as below)) . Please note, this is a service and not a repair. Any additional time spent on a repair or materials bought will be added on accordingly.

21.5 Landlord Certificates. The cost of a landlord certificate is £90 +VAT for gas and £100 +VAT for oil. (plus any other additional travel and parking charges).

21.6 For most boilers, if a full strip down service is required in order to comply with manufacturers' instructions, the cost is from £115 +VAT for labour and £90 +VAT for service kit/ heat exchanger seals, sparking electrodes, gaskets and fibre washers.

21.7 Additional travel and parking charges will be added onto the invoice to cover costs.

21.8 Parking permits. It is the responsibility of the home owner, tenant or agent to provide a parking permit or to register our van with the local authority for parking, wherever possible. This particularly applies where there are no pay and display parking bays within a reasonable distance (typically 100m) of the property. This is because it is very inconvenient and time consuming to have to walk to and from the van for parts that might be needed and to keep checking on it for wardens. Therefore, we kindly request that our customers organise parking prior to us arriving. Our vehicle registration details are available upon request.

21.9 Call backs. Should you feel there is an issue with our work, then we will be very happy to return and rectify it at no cost. However, should we return to site for a call back, but the problem be unrelated to the work carried out by Off Grid Plumbing and Heating Ltd, then our standard charges shall apply.

21.10 All of our estimates and quotations are free and without obligation.

21.11 All prices quoted exclude VAT @ 20%, unless otherwise stated.

21.12 Missed appointments. Off Grid Plumbing and Heating Ltd hold the rights to charge £45 +VAT for any missed appointments due to failure to attend the site addressed by either property owner, landlord, tenant, or agent, if any party has not given reasonable notice. This will cover fuel and minimum labour costs.

21.13 The owner, landlord, tenant or agent will provide adequate hand washing and toilet facilities while any engineer is at the property. Off Grid Plumbing and Heating Ltd will otherwise rent portable facilities which will be charged to the client as an extra to any estimate or quote.

22. Acceptance of Quotation. Acceptance of quotation should be made by email via the Tradify link sent and Terms and Conditions must be signed before work commences.

23. Where an order includes customised items, these items will be non-refundable once the order is placed with us, and should you cancel your order with us the cost of any custom items shall still be payable in full. Where a previously accepted order is cancelled with less than 7 days notice, we reserve the right to still invoice you for any items that are priced at £800 or greater.

24. Payment is to be made by BACS (preferred), by cheque or by debit card in person. Please note, due to cheques being lost in the post, it is advisable to inform us when the cheque has been sent and with the invoice number on it. Cheques should be made payable to Off Grid Plumbing and Heating Ltd.

24.1. Title in the goods will not pass to the Buyer but shall be retained pending payment in full of the price. Until such time as title passes to the Buyer, the Seller shall have an absolute authority to re-take, sell or otherwise deal with or dispose of all or any part of the goods in which title remains vested in them.

24.2. For the purposes specified above, the Seller or any of their agents or authorised representatives shall be entitled at any reasonable time during normal working hours to enter without notice onto any premises where the goods or any part of the goods are installed, stored or kept or are reasonably believed to be.

24.3. The Seller shall also be entitled to seek an injunction to prevent the Buyer from selling, transferring or otherwise disposing of the goods.

25. For all projects where stage payment terms apply, payment MUST be paid within 7 days of each stage completion. Failure to do so will instigate legal proceedings.

26. In the event of any alleged minor defects, the customer shall not be entitled to withhold more than 5% or £250 (whichever is greater) of the balance due.

27. Once the company has corrected the minor defect as outlined in clause 20, the withheld amount, 5% or £250 must be paid in full.

28. Where payments are not made up on the due date as per above clauses, the company will charge an initial fixed penalty of £30+VAT and interest on late payments at an annual rate of 8% above the base lending rate of Lloyds. If you make payment and it is subsequently stopped, declined or returned by the bank for any reason, the company will charge you administration costs (letters and telephone calls made to you and any other charges incurred).

29. You will be sent an invoice for payment within seven days of installation completion. Failure to make payment within specific time periods as outlined within the quotation and/or the Terms and Conditions, will instigate legal proceedings to commence. These will be carried out by a registered Legal firm and all proceedings will be governed in accordance with English Law.

30. The company shall provide a free guarantee for the period of one year. This applies to workmanship only and not to parts (which typically come with a one year manufacturer's warranty except from boilers, the warranty length for which will be made clear in the quotation stage). However, the above warranty is subject to the following conditions:

30.1. The fault is not due to your existing radiators and/or pipework, valves, pumps or boiler.

30.2. The work carried out has not been properly kept, used, serviced and maintained in strict accordance with the manufacturers or the companies instructions and has not been modified accept with the companies consent.

30.3. The fault is not due to accidental or wilful damage, fair wear and tear, interference with or maintenance work by a third party.

30.4. The customer makes no further use of works after the defect had been or ought to have been discovered.

30.5. All free guarantee work will be carried out during normal working hours.

30.6. Nothing in these conditions will reduce your statutory rights relating to faulty or mis-described goods.

30.7. Where attendance of the company's engineer is needed for any purpose other than a scheduled maintenance visit or for the company to meet its guarantees as per above clause, a charge for such attendance will be made. This will need to be paid on the day of the engineer's visit. If on attendance to your premises by the company's engineer it is established that the fault on the system is covered by your free guarantee and does not concern your existing system, any monies paid by you will be refunded.

31. After delivery of any goods from the company, you will be responsible for their safe keeping and you should make sure that you are adequately insured against loss or damage which may occur to those goods.

32. This agreement is personal to you and not transferable to without written authority from Off Grid Plumbing and Heating Ltd.

Complaints Policy

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 rights as soon as we can, please read our complaints procedure below and we will respond promptly to ensure complete satisfaction. As soon as possible after the completion of the works, please inspect the work 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 as soon as you can so we can rectify any problems as soon as possible. Either call us on 07599677972, write to Wheal Cock Barn, Helston Road, Porkellis, TR13 0JS or email us at info@offgridcornwall.co.uk and we aim to respond within 7 days of receiving your complaint and, where possible, will provide you with a date to remedy any issues raised.

NOTICE OF RIGHT TO CANCEL

Following the Company's acceptance of your order, in accordance with terms above and in conjunction with the 'Cancellation of Contracts made in a Consumers Home or Place of Work Regulations 2008' you are entitled to a 14 day cooling off period commencing from the date of the contract. You have a right to cancel the contract within this period (not if works have commenced however) and this right can be exercised by delivering, or sending (including by electronic mail) cancellation notice to Off Grid Plumbing and Heating Ltd, Wheal Cock Barn, Helston Road, Porkellis, info@offgridcornwall.co.uk at any time within the 14 days. We will permit you to cancel

the contract by sending the written notice no later than 14 days after the date on which acceptance of the works took place. If you request cancellation at a later date, then unless we are in breach of contract, we have the right to refuse or retain all or part of your deposit. All materials to complete works that have already been bought by Off Grid Plumbing and Heating Ltd are subject to a 20% re-stocking charge.

By accepting this quote/invoice, you are agreeing to the Terms and Conditions, Complaints Policy and Notice of Right to Cancel set out above by Off Grid Plumbing and Heating Ltd.