



- **Technical Home Services Ltd General Terms & Conditions**
- **Technical Home Services Ltd THS Contracts 1 & 2 Terms & Conditions**

Technical Home Services Ltd General Terms & Conditions

1. In these terms and conditions the following words and expressions have the meanings set out opposite:

“Company”	Technical Home Services Ltd (Company No: 5432511) having its registered office at 58 Marine Drive, Hest Bank, Lancaster LA2 6EB
“Customer”	the person or persons whose details are set out in the order form or contract front sheet
“Services”	the services agreed to be provided by the Company
“Goods”	means all goods, parts and materials provided by the Company to the Customer under this contract.

2. The **Contract**, comprises the order form, these terms and conditions and the Company’s prevailing price list. No other terms, representations, information or advice given orally or in writing is of effect unless referred to in the order form.

3. Hours of work & property

The work will be carried out during our normal working hours Monday to Friday unless otherwise stated. Those hours are 0900hrs – 1700hrs Saturday morning the phone will be checked between the hours of 09.00 hrs – 1200 hrs every two hours.

Every care will be taken during working, but the company’s services do not include :-

Removing or renewing carpets, floor coverings, coverings, wall coverings, walls, other surfaces, doorways and surrounds, mantle pieces, hearths, fire surrounds, decorative items, ornaments, pictures, electrical goods, and any other fixtures, fittings, contents or other items whatsoever, within or without, the property to be worked in. This is the customers responsibility.

Lifting of floor coverings & relaying tongued & grooved flooring, Technical Home Services Ltd, cannot accept responsibility.

We are not responsible for decoration where appliances have been removed, or boxing in of pipes.

4. Guarantee/Complaints

- 4.1 The Company will carry out the services with all due care and skill.

- 4.2 The Company shall at its option replace, repair or refund the Price of any goods or services supplied where it is proved to the Company’s reasonable satisfaction that these are defective, provided that:

- a) the defect is notified to the Company within 20 working days of the delivery or installation of goods or services;
- b) the Customer allows the Company to inspect the alleged defect within 20 working days of the report of the alleged defect;
- c) the Customer has paid the Price in full;
- d) no unauthorised repairs, alterations or additions have been made to the goods;
- e) the defect arises solely from the Company’s design, work or materials.

- 4.3 The Company shall indemnify the Customer:

- a) against liability for personal injury or death directly attributable to the negligence of the Company; and
- b) subject to clause 4.4 against physical damage caused to the Customer’s property directly arising from the negligence of the Company in connection with the supply of Goods.

- 4.4 The Company shall not be liable to the Customer:

- a) for loss of profits or other consequential loss resulting from any alleged breach; or
- b) for more than [£] (excluding legal costs) with respect to any one claim.

- 4.5 The Customer acknowledges that the price of the goods and services reflects the limitations set out in clause 4.4.

- 4.6 No employee or director of the Company shall be liable personally to the Customer in any circumstances.

5. Overtime - out of hours:

All our prices above apply to normal working hours from 08:30am to 17:00pm Monday to Friday and excluding Bank Holidays and Weekends. Work at other times will be undertaken, but will be subject to overtime charges at the prevailing rates set by the Company from time to time.

6. Gas Safety Inspections & Service

We will carry out a Landlord/Homeowner Gas Safety Check and provide the customer with two copies of the written and signed Landlord/Homeowner Gas Safety Record. A Gas Safety Check is as defined in the Gas Safety (Installation and Use) Regulations 1998. Landlords, Letting Agents and Homeowners should be aware that a Gas Safety Check is not the same as having an appliance serviced. However the company will always service two of the appliances within the pricing scheme specification Normal servicing prices shall apply if further appliances require servicing.

7. Appliance Service

We will service domestic gas appliances in residential property. We will follow, where possible, the manufacturer’s user, installation and servicing instructions and we may ask customers to provide us with copies of these instructions before undertaking any work. In the absence of manufacturer’s instructions the customer may be asked obtain a copy of the instructions from the manufacturer and we will charge the customer £5.00 for so doing, and/or call the manufacturer’s telephone helpline to obtain the data required and charge the customer £5.00 for so doing.

The cost of servicing an appliance that is in full working order and is capable of passing all aspects of a Landlord/Homeowner Gas Safety Check as defined in the Gas Safety (Installation and Use) Regulations 1998. If an appliance is found not to be in full working order upon arrival at the customer’s property, the visit will be treated as an On Demand Call Out and charged accordingly.

8. On Demand Call Outs & Repairs

We will call out on demand to breakdowns and repairs of domestic gas appliances.

The company will endeavour to repair the fault 1st time, but where we are called backed to a repair, we reserve the right to charge for a re-visit, we will charge subsequent time at additional ½ hour rates plus further materials.
If any parts/materials/consumables are required during the service/breakdown these will be charged for at the prevailing retail price in addition to service or on demand call out charge.

9. Obtaining Spare Parts and Consumables

1. During the course of the work that we undertake for a customer, it may become apparent that spare parts are required to affect a repair. Where possible we will use spare parts from our service vehicle. However, if we are required to travel to a local supplier to obtain the parts we will charge the customer for the time taken to travel to and from the supplier at the prevailing ½ hourly rate. This charge will only be used if the parts are not available on the vehicle and the customer/Landlord insists on completion of the job same day providing the parts are in stock.
2. When ever possible, replacement parts or components will be the same or of the same level as the parts being replaced. Although no responsibility can be taken for any delays in the provision of components or parts by suppliers.
3. Additional costs incurred in postage or delivery of parts will be passed on to the customer.

10. Warranty:

New spare parts used are guaranteed for one year from the date of fitting. New products covered by Manufacturers individual warranties, Warranty for 12 months against faulty installation.

11. Estimates & Quotation

The customer will have 21 days from the date of any estimate/quotation within which to accept. The price quoted/estimated will be held for 42 days from day of acceptance to allow for completion of work. Should the customer need to extend this period then it may be necessary to re-quote for this work.

Gas Leaks and Escapes: We will call out to gas escapes on domestic properties; this work includes locating the escape and repairing the problem and is charged at the normal call out rates rate. Emergencies ring Transco.0800111999

12. Parking:

Due to the increased zone, disk parking & residential parking etc, customers must provide a reasonable parking or of made provisions to park our vehicle , any parking charges incurred will be passed on to the customer.

13. Power Flushing

Where power flushing of a central heating is deemed necessary, the customer accepts responsibility for the possibility that a system (including radiators) that has already been damaged by corrosion may in some limited cases be further damaged by the power flushing process itself. We take every possible precaution to prevent such damage, however, if a radiator for example already has severe internal corrosion, power flushing may result in pin hole leakage from the radiator due to the increased pressure associated with the flushing process.

14. Decoration / Accessibility

If boiler, controls, pumps and associated controls etc, cannot be accessed safely, or is impossible or impractical to maintain because of its position, decoration, flooring & panelling etc. Then provisions and accessibility must be provided by the Owner / Landlord./Customer

15. Quality & Customer Satisfaction

Periodically work will be checked, customers will be surveyed and visited to ensure satisfaction and quality. We are always looking to improve our products and service.

16. Value Added Tax:

All our prices are exclusive of VAT and VAT will be charged in addition at the prevailing rate (currently 17.5%)

17. Payment Terms:

The price shall be determined by the engineer attending the Customer in accordance with the Company's current price list. Or the price shall be determined by the estimate supplied to the Customer by the Company providing that all Products, Materials and Services outlined in the estimate have been supplied. The Company will charge separately for any additional Products, Materials or Services supplied to the Customer, which are not detailed on the estimate.

18. Charges and Interest:

Payment of the Price and VAT shall be due at the time of the work being completed unless authorised in writing by an employee of the Company wherein the Price and VAT will be due within 30 days of the date of the Company's invoice.

The Company reserves the right to charge an administration fee on overdue invoices to cover administration and collection of the debt. The administration fee will be of £10.00 and 15% per annum interest of the original invoice date to date of payment. The Customer shall pay all accounts in full and not exercise any rights of set-off or counter claim against invoices submitted by the Company.

For Private Customers including Landlords, payment of invoices is due on the date of our invoice and should be paid by immediate return using a cheque made payable to Technical Home Services Ltd . This payment is required irrespective of whether a Landlord/Homeowner Gas Safety Record has been issued with all gas appliances or the gas installation safe to use. Landlord/Homeowner Gas Safety Records will not be signed and issued until full payment has been received. We may ask you to pay the price of the Gas Safety Inspection & Service or Appliance Service or On Demand Call Out in advance and before we complete our work. We will then ask you to pay the balance of any additional Remedial Work before we issue a certificate. We reserve the right to revoke any certification should satisfactory payment not be received.

For Letting Agents We reserve the right to revoke any certification should satisfactory payment not be received. Our Contract for payment is with the Letting Agent concerned and not with any client of the Letting Agent. Our payment terms exist irrespective of whether there is money available in the accounts of the clients of the Letting Agent.

19. Retention of Title

Title to all Goods supplied by the Company is retained by the Company until payment in full for the price of all Goods and Services supplied by the Company to the Customer. The Customer holds the Goods as the Company's fiduciary agent and bailee.

The Company may at any time, if payment is overdue enter the Customer's premises for the purpose of recovery of the Goods and all costs and expenses reasonably incurred by the Company in connection with that recovery shall be paid by the Customer.

To the extent that Goods have been incorporated into other goods owned by the Customer or some third party, the product becomes or shall be deemed to be owned in common with that other person.

20. Intellectual Property Rights

All copyright, patents, trade secrets and other proprietary and intellectual property rights in the Goods remain at all times vested in the Company.

21. Termination

The Company has the right to terminate the Contract with immediate effect if:

- a) the Customer defaults in payment on its due date of any sum due under this agreement or commits any continuing or serious breach of this Contract; or
 - b) any of the following events occurs:
 - I. distress or execution is levied against any of the Customer's assets and is not paid or discharged within seven days; or a judgment against the Customer remains unsatisfied for more than seven days; or a receiver is appointed with respect to any of the Customer's assets; or
 - II. a petition is presented for the winding up to be made in relation to the Customer, or a resolution passed for the winding up of the Customer; or
 - III. the Customer is declared bankrupt; or
 - IV. the Customer suspends or threatens to suspend payment of its debts or is deemed unable to pay its debts for the purposes of section 123 Insolvency Act 1986; or ceases or threatens to cease to carry on its business or any material part as a going concern;
- C. on termination of this Contract for any reason:
- a) the Company shall be discharged from any further liability to perform under this Contract;
 - b) the Customer shall pay the Company on demand for all work performed by the Company for the Customer prior to termination; and
 - c) the Company is granted an irrevocable licence to enter the Customer's premises to recover any Goods or other materials on the Customer's property.

22. Force majeure

The Company shall not be liable in any way for any failure to perform its obligations or for loss damage or delay incurred by the Customer resulting from any circumstances beyond the Company's reasonable control.

23. Governing Law

This Contract is in all respects governed by English law.

Technical Home Services Ltd Service Contracts.

Technical Home Services Ltd THS Contracts 1,2,3 & options additions

Technical Home Services Limited will provide the level of cover as set out below in respect of the private domestic gas central system or central heating appliance(s) specified. **Terms & Conditions** below are an addition to **Terms & Conditions** above

Priority Attention:

Technical Home Services Limited will endeavour, subject to workloads and labour availability to call 48 hours in response to any breakdown or failure of the central heating or other essential gas appliances. But will receive priority attention over customers not on contract.

Normal working hours apply.

THS 1 Service Contract

Annual Service Only

Technical Home Services Limited will provide an annual service each year.
All Interim visits, call outs .parts labour will be charged at the standard rates.

THS 2 App Contract

Appliance only (C/Heating not included)
Stand alone appliances only (Gas fires or Cooker ,Water heater etc)
Appliances fully serviced and safety checked annually
No labour charges in the event of an interim breakdown visit for standard appliances only
Parts not included

THS 2 Service Contract

Annual Service & boiler maintenance

Technical Home Services Limited will provide an annual service each year.
No charge to Interim visits, call outs will be made in respect of labour in repairing any reported fault on customers installed boiler only.
Parts and materials are not covered, system and controls are not covered.

THS 2+ Service Contract

Annual Service, Boiler & Electrical Control maintenance

Boiler & Electrical Controls labour cover,
Appliances fully serviced and safety checked annually
No labour charges in the event of an interim breakdown visit for central heating Boiler & controls.
Parts not included

Add on Options

THS A Contract –

Commission pressurised cylinder with annual service to either service contract.

THS B Contract –

Integral Water Circulator with Warm Air Heating or fire with Back boiler to either service contract.

Remedial work

Parts labour will be charged at the preferential call out rates on any remedial work or work on system and controls.

DEFINITIONS

Central Heating Boiler or Warm Air Unit. In the case of warm air, any integral circulator providing domestic hot water is included but attracts an additional charge refer to price list.

Any other gas appliance(s) specified. Additional appliance(s) in this contract will qualify for a same level of cover.

Exclusions

The following are excluded from the Gas Cover contract.

Parts & Materials

Parts and materials are not covered on any contract

THS contract 1& 2 Central Heating System / Warm Air Ducting

Un-valved pumps, thermostatic radiator valves, motorised valves and cylinder thermostat, time, temperature and pressure controls, radiators, clocks, pipework, feed and expansion tank and flueing, or in the case of warm air, duct work and heat emitters together with the integral circulator providing hotwater. unvented hot water storage system, the hot water pressure and temperature controls are not included.

Adjustment to time and temperature controls.

The hot water cylinder and boiler removal

Any domestic water supply from the hot water cylinder or the gas appliance to and including taps.

The cold water supply tank, its feed and outlets

To any defects or inadequacy attribute to the original design of the gas central heating system/appliance(s).

The fabric of the building or pipework and flue pipework buried in it.

Any defect caused through malicious or wilful action, negligence, misuse or third party interference.

Any defect or damage occasioned by fire, lighting, explosion, flood, storm, tempest, frost, impact or other extraneous cause.

Consequential damage or loss arising of defect occurring in the central heating appliance, system or the gas appliance(s) unless such a defect, damage or loss is attribute to the negligence of Technical Home Services Limited.

Any defect or damage occurring from a failure of the public electricity water supply or gas supply, any failure of Quantum gas meters.

Descaling and any work arising from hard water scale deposits or from damage caused by aggressive water or design of system.

Flushing of a central heating system

Any costs of repairing or replacing the central heating system as a consequence of natural wear and tear, gradual deterioration or corrosion

Any costs where replacement is only necessary as a result of changes in legislation or health and safety guidelines.

THS 2+ or 3 Contract

As above apart from labour covering, thermostatic radiator valves, motorised valves and cylinder thermostat, time, temperature and pressure controls, radiators, clocks,

Decoration / Accessibility

Any part of the central heating system (including pipes, ducts and underfloor heating) which cannot be accessed safely, or is impossible or impractical to maintain because of its position, decoration, flooring panelling

Service Contracts

We have a range of Service Contracts to cover your boiler and central heating system. For more information, telephone 0845 226 7137

Servicing & Repairs

We will carry out work upon request – telephone 0845 226 7137 if covered by Contract or Guarantee).

Central Heating Modifications & Efficiency

We will give you quotations for modifications on central heating systems and replacement boilers. For more information, telephone 0845 226 7137

GAS ESCAPES

if you smell gas:

DO NOT smoke or strike matches

DO NOT turn electrical switches on or off

OPEN doors and windows to ventilate the property

TURN the gas off at the meter control

RING the Gas Emergency Service immediately Transco .0800111999

Or

Ring Technical Home Services: chargeable OFFICE: 0845 226 7137