

Eco Heat & Power Ltd Conditions of Contract

1. Working Hour

The customer shall give access within Eco Heat & Power Ltd Plumbing, Heating and Solar Engineer's (Herein after referred to as Eco Heat & Power Ltd) usual working hours. In the event of this not being given and overtime being worked at the Customer's request, the extra cost will be chargeable in addition to the quoted price

2. Programme of Work

Every effort shall be made to meet the requirement of the Customer but no guarantee can be given of the date of commencement or completion of work. – Eco Heat & Power Ltd accepts no responsibility for any delay in the execution of the work, or damage or inconvenience caused, due to labour disputes, fire, accident, non-delivery or shortages of materials or other causes beyond the control of Eco Heat & Power Ltd.

3. Making Good etc.

Whilst every care will be taken by Eco Heat & Power Ltd, it accepts no responsibility for any damage to plaster work, decorations, flooring etc., necessarily consequent upon the execution of work unless specifically provided for in this quotation. Cuts or holes made to allow for equipment will be made good but not permanently finished or decorated. Floorboards will be replaced but special flooring will not be permanently refitted. Unless otherwise stated nothing is included for the boxing in of any equipment or pipe work.

4. Existing Electrical System

Quotations are based on the assumption that the existing system is in a satisfactory condition. No responsibility is accepted for defects arising due to faults in the existing electrical systems, during or subsequent to installation work by Eco Heat & Power Ltd.

5. Planning Permissions, Consents, Licences, Wayleaves

The Customer shall be responsible for obtaining and retaining any necessary planning permissions, consents, easements, or way leaves and for any of the renewable energy systems, plumbing, heating or electrical systems that we install which are within the customer's own property or on privately owned property over which the Customer has rights of access or a tenancy.

Eco Heat & Power Ltd. Must be informed of any planning permissions, consents, licences, permits, easements, way leaves or other authority necessary for the execution of the works being commissioned.

Eco Heat & Power Ltd will offer, at our discretion, assistance required to gain any planning permissions, consents, licences, permits, easements, way leaves or other authority. We reserve the right to charge for such assistance, any charge will be based upon a quote or estimate provided beforehand.

6. Guarantee

Subject as mentioned below, Eco Heat & Power Ltd guarantees all equipment installation and apparatus supplied and fixed in respect of a Solar Photovoltaic system, for a period of 2 year for new installations & 6 months for repair work from the date of the completion of the work. Eco Heat & Power Ltd guarantees all equipment installation and apparatus supplied and fixed in respect of a

plumbing, heating or Solar Hot Water system, for a period of 1 year for new installations & 3 months for repair work from the date of the completion of the work.

To undertake to repair or replace the same at its option in the event of them becoming defective and/or to remedy any defects which are found to

be due to faulty workmanship. Within that period, free of cost, unless otherwise specified in this quotation. If any repairs, alterations or additions to the equipment, installation and/or apparatus are carried out by any person who has not been specifically authorised by Eco Heat & Power Ltd then the guarantee shall be null and void

7. Your rights

The Supply of Goods and Services Act 1982 states - when work is carried out by a trader you can expect it to be done:

- With reasonable care and skill
- In a reasonable time (if there is no specific time agreed)
- For a reasonable charge (if no fixed price was set in advance)

Any goods or parts fitted as part of the contract must be:

- Of satisfactory quality
- Fit for their purpose
- As described.

8. Fluctuations

Invoices are strictly nett and the quoted price will be adjusted to meet any price variations labour or materials occurring after the date of quotation.

9. Terms of Payment

Payments shall become due- on demand or as set out in our quotation - 10% deposit + 30% upon starting the job 30% on completion of installation + 30% by final invoice and your satisfaction (payable within 7 days). Failure to pay will incur an interest of 2% per month. Progress payments are not less than fortnightly intervals, for the total value of the work done and/or material delivered to site or to Eco Heat & Power Ltd's stores, shall be made within seven days of the application.

In the event of a progress payment not being made in full, within the time above mentioned, Eco Heat & Power Ltd shall have the right to stop all work forthwith. Eco Heat & Power Ltd shall be entitled to treat the Contract as having been repudiated by the Customer and to charge the Customer for work done and materials supplied on a quantum merit basis. This is without prejudice to Eco Heat & Power Ltd's right to claim damages for breach of Contract for any loss incurred in respect of plant and materials purchased or prepared for the work. Should Eco Heat & Power Ltd elect to resume work upon such payment being made, the expense incurred by such stoppage and the subsequent resumption of work shall be chargeable to the Customer in addition to the quoted price. The non-completion of the building as a whole or of the work of any other trade shall not affect or delay any payment due. Eco Heat & Power Ltd retains a lien upon all materials plant and machinery, even though

installed or delivered on site, for the whole of any unpaid balance due to Eco Heat & Power Ltd hereunder.

10. Extra Cost

In the event of suspension or cancellation of work at the request of the Customer, or lack of instructions or delay on site, caused by matters beyond the control of Eco Heat & Power Ltd any extra expense thereby incurred shall be chargeable to the Customer.

If overtime is worked or alterations are made at the request of the Customer, the extra cost incurred including a reasonable addition for administration expenses and overhead, charges will be met by the Customer.

11. Provisional Sums, Variations and Additions to Contract

Where the quotation includes a Provisional Sum for meeting the cost of provisional or specialists' work to be done or materials or apparatus to be supplied, such sum shall be expended or used, either wholly or in part, at the discretion of the Customer and entirely as they may desire or direct. Charges for work carried out by Eco Heat & Power Ltd included in Provisional Sums and charges for Additions and Variations to the Contract shall, in the absence of supplementary estimates, be invoiced at standard, daywork rates for Contract additions in accordance with the quotation or as otherwise agreed beforehand

12. Position of Fittings, etc

Positions of heating equipment, control systems, radiators, other plant, sanitary wares etc., if not provided for in the quotation or any associated drawings, are to be determined before work is commenced. Any change required therein shall be notified by the Customer to Eco Heat & Power Ltd in writing, in sufficient time not to impede the progress of the work. Any extra work necessary to meet such changes will be chargeable to the Customer in addition to the quoted price.

13. Tests

The installation work will be tested during progress and upon completion. Any other tests required by the Customer will be charged extra to the quoted price unless such tests are definitely specified and included in the quotation.

14. Consequential Loss or Damage

Eco Heat & Power Ltd shall not be responsible for any consequential damage or loss arising out of the performance of the Contract, otherwise than by the negligence of Eco Heat & Power Ltd or its employees or agents.

15. Damage in Transit

Where the price quoted includes delivery, Eco Heat & Power Ltd will repair or replace, free of charge, goods damaged in transit, provided the carriers and Eco Heat & Power Ltd receive notification of such damage within three days of delivery and that such notification is confirmed in writing within seven days, but not otherwise.

16. Scope of Conditions of Contract

These conditions of contract will apply in full to all quotations and work carried out and/or apparatus or equipment supplied by Eco Heat & Power Ltd under such quotations except where specifically agreed in writing to the contrary.

17. Taxation

The price quoted is subject to any subsequent variations in taxation.

Notes

1. You must be available for handover on the day of completion, of which we will advise, we reserve the right to charge for any special trips to carry out the handover of the systems for any reason not in our control.
2. All our systems are fully documented for the new house seller's pack.
3. You must undertake a number of energy efficiency measures before you are eligible to apply for a low carbon buildings grant. These measures will ensure that you are minimising your energy requirements. Before applying EST require you to have:
A minimum of 270mm of [loft insulation](#) , [cavity wall insulation](#) (if you have cavity walls), [low energy light bulbs](#) , basic [controls for your heating system](#)
4. If you wish to proceed you need to complete the application form (available on-line NOW! - <http://www.lowcarbonbuildings.org.uk/home/>) and fill in our accreditation number (2118205 - solar hot water, 1013GC - solar electric). Once you have grant approval then we require our acceptance form signed and the deposit to enable us to fix a date for the installation. No work can commence prior to grant approval being given.
5. This estimate will remain valid for 60 days. For an estimate with a value greater than £1000.00 we require a 10% deposit + 30% upon start (all major components delivered to site or our store) + 30% upon completion of installation + 30% upon final commissioning and your satisfaction (by final invoice).
6. If a survey fee is due to be paid we would appreciate payment now, and if you decide to go ahead within the next 12 months it will be deducted from the final invoice.
7. Our Terms and Conditions are available upon request.
8. Unless stated otherwise all prices exclude VAT. If you are registered for VAT please let us know. VAT will be charged at the appropriate rate for non VAT registered customers - Reduced rate 5% for heating controls & renewable energy systems, or standard rate 15%.
9. Scaffolding, unless specifically mentioned, is not included.
10. Whilst we make every effort to make good where our work has affected your property, we do not include any boxing in, decorating nor professional refitting of floor coverings.
11. We will require access to carry out this work within the hours of 8am to 6pm.

Technical - Solar Hot Water

12. Solar Hot Water Systems are guaranteed for one year from the date of commissioning.
13. In-roof / roof-integrated systems - we require the roof to be counter-battened and either double felted or with Tyvek Supro underlay.
14. On Solar Hot Water circuits we use either stainless steel pre-insulated flexi lines or copper pipe with Sanha press fit high temperature fittings with Arma Flex High Temperature lagging.
15. Listed building consent is required for solar panel installation.
16. It would normally be advisable to increase panel area on Solar Hot Water systems to compensate for shading from surrounding hills and trees or other obstructions.
17. When fitting solar panels to a flat roof it is the customer's responsibility that the roof will support the weight and is in good condition.
18. For un-vented (mains pressure) cylinders a thermostatic mixing valve limits the water temperature to safe levels at all taps throughout the house and allows hot water to be stored at up to 80°C effectively increasing the capacity of the cylinder. If you have hard water then it is not possible to have this option please let us know.

Technical - Plumbing & Heating

19. Building regulations require properties with a usable area greater than 150m² to have independent control over two space heating zones. If not stated then we have not included for this. If you property is greater than 150m² you must make us aware of this fact.
20. Heating & Plumbing systems are guaranteed for one year from the date of commissioning.
21. Condensing boilers can emit a plume of water vapour from the flue. This is due to the high efficiency of these appliances.
22. If this installation changes the heating system to a sealed system this will place existing radiators and pipe work under increased pressure. Existing small losses to the system, which have gone unnoticed prior to this change may result in a need to frequently top system up, and may in extreme cases require remedial action, which is not covered by this estimate.
23. New heating systems - radiators are to be sized (larger) to achieve a 75°C flow and 55°C return giving a difference of 20°C and still achieve comfort levels, this is the optimum for a condensing boiler.
24. We do not use micro bore pipes on new heating systems - all pipes are 15 mm upwards.
25. When we use Hep20 plastic pipe we will use barrier pipe on all central heating circuits.
26. The performance of an un-vented (mains pressure) cylinder is directly connected to the flow and pressure of the incoming mains cold water supply. If this is an old supply consideration should be given to having a new 25mm MDPE supply installed.
27. Any existing shower may be affected by the change of hot water delivery from 'tank feed' to 'mains pressure'.
28. If the heating circuit is an old one-pipe system it will require re-piping. This is not included.

Technical - Solar Electric (PV)

29. Your electrical system must be suitable for any addition under the current 17th edition of BS7671. We reserve the right to charge for any upgrade required.
30. A PV system will be guaranteed for two years from the date of installation. Kyocera provides a guarantee for the panels that the output will not be less than 80% of minimum rated power for a period of 25 years from the date of purchase.
31. Six-year warranty insurances are available. The warranty insurance protects you against the cost of rectifying electrical work should it fail to comply with building regulations.
32. In roof / roof integrated systems - we require the roof to be counter battened and either double felted or Tyvek Supro underlay with ridge and eaves ventilation.
33. Solar Electric systems are very sensitive to shading and hence this should be avoided at all cost.
34. We only install OFGEM approved 'generation meters'. Should your energy supplier require an export meter you will need to negotiate directly with them directly.
35. When fitting solar panels to a flat roof it is the customer's responsibility that the roof will support the weight and is in good condition.

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