

Eco Heat & Power Ltd Terms & Conditions

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 on 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.