

Terms and Conditions

TERMS AND CONDITIONS OF SALE

By signing our customer order form you will be entering into a legally binding contract with Alpha Heating (Chesterfield) Ltd for the supply of goods and services detailed on the order form and corresponding quotation. When you verbally request our goods and services you will be entering into a legally binding verbal contract. Goods and services are supplied by Alpha Heating (Chesterfield) Ltd subject to the following terms and conditions and it is important that you read these before engaging our services so that you understand your rights and obligations.

Confirmation of goods, services and price

Once you have signed our order form we may carry out a pre install survey of your home to confirm that it is possible to supply the goods and services detailed in your quotation. If as a result of the pre install survey it becomes apparent that it would be unsafe or unadvisable to supply the goods and services at your home then Alpha Heating (Chesterfield) Ltd may cancel the order without liability but if we do so we will refund in full any deposit you have paid in relation to that order. If during the pre install survey Alpha Heating (Chesterfield) Ltd find that we need to make any variation to the goods and services and price payable by you then those changes will be subject to your written agreement and if you do not wish to accept the changes proposed by Alpha Heating (Chesterfield) Ltd then you may cancel the order and receive a full refund of any deposit you have paid in relation to the order.

Specification of goods and services

All goods supplied will correspond with any specification provided by Alpha Heating Chesterfield Ltd and be of satisfactory quality and fit for purpose. All services will be performed by Alpha Heating (Chesterfield) Ltd using all reasonable skill, diligence and care. Alpha Heating (Chesterfield) Ltd may after the date of order but before the completion of works make reasonable changes to the specification of any goods or services where it is required to ensure compliance with any law, regulation change or code of practice

Deposit

Alpha Heating (Chesterfield) Ltd will not be obliged to deliver any goods or perform any services until you have paid the deposit detailed on our order form. If you fail to pay the deposit within 30 days of the date you sign the order form then Alpha Heating (Chesterfield) Ltd may cancel the order without liability to you.

Payment 2

For all bathroom and kitchen installations a second payment detailed on the order form will become due on the 3rd day of the installation. If you fail to pay the second payment on the 3rd day of the installation Alpha Heating (Chesterfield) Ltd may suspend delivery of any goods or services (including warranty works and repairs) until payment is received.

Final payment

The balance payment as detailed on the order form will become payable upon Alpha Heating (Chesterfield) Ltd having delivered the goods and completed the services in accordance with the order and to your reasonable satisfaction.

Late/Non payment

If you fail to pay any amount owed to Alpha Heating (Chesterfield) Ltd on time then Alpha Heating (Chesterfield) Ltd may suspend without liability further deliveries of goods or services (including warranty repairs) until you have paid the overdue amounts. Payment for work will be due no later than the due date. Alpha Heating (Chesterfield) Ltd will charge interest at 2% above the base rate for the time being of the Royal Bank of Scotland Plc for each day after this time until payment is received. If we incur expenses or charges through trying to enforce payment from you we may also demand these expenses or charges from you.

Ownership of goods

All goods supplied remain the property of Alpha Heating (Chesterfield) Ltd until paid for in full by you. This retention of ownership will not affect any claim which Alpha Heating (Chesterfield) Ltd may have against you for the non payment of any overdue amount.

Credit agreements

If you have entered into a credit agreement with a finance provider that Alpha Heating (Chesterfield) Ltd has introduced you to, you will need to enter into a separate agreement with that finance provider and the funds will be paid directly to Alpha Heating (Chesterfield) Ltd. If you later decide to withdraw from that credit agreement under the Consumer Credit Act 1974, you will still be responsible for paying (and must pay in accordance with the terms of this contract) the outstanding balance of the price payable by you to Alpha Heating (Chesterfield) Ltd under this contract.

VAT

Alpha Heating (Chesterfield) Ltd is a vat registered business and shall be entitled to adjust the total price payable by you to reflect any subsequent changes to the rate of VAT.

Utility supplies

You are responsible for ensuring at your own cost that your home has safe electricity, natural gas or oil supply connection and associated meters and oil tanks prior to Alpha Heating (Chesterfield) Ltd carrying out works. Unless specified on the order form arranging such connections, meters and oil tanks does not form part of the services that Alpha Heating (Chesterfield) Ltd are to perform.

Gas/electrical safety in your home

As a gas safe registered engineer/business our gas engineers have a legal duty to only connect appliances such as your new boiler to gas supplies which are safe. Before carrying out any works on the first day of your installation Alpha Heating (Chesterfield) Ltd will carry out a gas soundness test to confirm whether your gas supply is safe. If a leak or other defect is identified Alpha Heating (Chesterfield) Ltd will be required to condemn your gas supply and suspend all works until it is made safe. Any work required to make your gas supply safe is not included in the quoted price on your order form or verbal quotation for services without an order form (such as a boiler service/repair). Required work to make your gas supply safe can be undertaken by Alpha Heating (Chesterfield) Ltd at an agreed additional cost payable to Alpha Heating Chesterfield Ltd. If you do not want Alpha Heating (Chesterfield) Ltd to carry out the necessary works to make safe your gas supply you can have the work carried out by another Gas Safe engineer and contact us when you are ready to proceed with your installation. If you delay or decide not to proceed with the work to make your gas supply safe then Alpha Heating Chesterfield Ltd may cancel your order but if we do so we will refund to you any deposit paid in relation to that order provided that no cost has or will be incurred by us.

As a NAPIT registered engineer/business our electricians have a legal duty to only connect to electrical supplies which are safe and compliant with current regulations. Any works required to make your internal electrics safe or compliant with current regulations are not included within your quoted price. Alpha Heating (Chesterfield) Ltd can carry out any required works to make your electrics safe and/or compliant with current regulations at an agreed additional cost payable to Alpha Heating (Chesterfield) Ltd. If you do not wish for Alpha Heating Chesterfield Ltd to carry out the necessary additional electrical works some elements of your bathroom/kitchen/ heating installation i.e. lights, electric shower, boiler will be left disconnected until you have the necessary works completed by others. If all other works have been completed other than the necessary electrical works and final electrical connections and you have chosen to have these works done by others full payment will be due as per our payment terms.

Deliver/project completion dates

Any dates for delivery of goods and services are estimates and whilst Alpha Heating (Chesterfield) Ltd will always try to meet those dates we will not be liable for minor delays or failures caused by circumstances beyond our reasonable control such as staff illness, adverse weather conditions, supplier shortage of materials,

parts or faulty damaged materials. If Alpha Heating (Chesterfield) Ltd fails to deliver goods and services by dates agreed with you then provided that the delay is not a direct result of any breach by you and any of your obligations under this contract (such as you failing to allow reasonable access to your home) and/or due to circumstances beyond Alpha Heating (Chesterfield) Ltd reasonable control, you may request in writing that Alpha Heating (Chesterfield) Ltd complete all deliveries and services within a further reasonable time period. If Alpha Heating (Chesterfield) Ltd then fails to complete all deliveries and services in the further reasonable time period then you will have the option to terminate this contract due to Alpha Heating (Chesterfield) Ltd being in breach. Termination will result in Payment becoming due for any goods delivered or services carried out up until the date of termination.

Access to your home and liability for damage

You must provide Alpha Heating (Chesterfield) Ltd access to your home to enable us to deliver any materials and carry out your installation. You must also provide Alpha Heating (Chesterfield) Ltd with free access to any water, electricity and gas required to carry out your installation. You must also ensure that you have obtained in advance of the installation any necessary licences, permits, building control consents etc. for Alpha Heating (Chesterfield) Ltd to deliver materials and carry out installation services at your home.

Damage to goods/materials

Once any goods/materials have been delivered to your home you will become liable for any loss or damage to those goods/materials unless the loss or damage was caused by Alpha Heating (Chesterfield) Ltd during the delivery/ installation of the goods/materials.

Working Hours

Alpha Heating (Chesterfield) Ltd normal working hours are Monday to Friday 8am – 4.30pm, however occasionally Alpha Heating (Chesterfield) Ltd may decide at our own expense to work outside these days/hours to enable us to complete work as soon as possible or minimise delay if you are in agreement to grant access to your home outside of these days or hours.

If you request that Alpha heating (Chesterfield) Ltd carry out work outside of our normal working hours (i.e. you ask Alpha Heating (Chesterfield) Ltd to install your new boiler on a Saturday because this is the most convenient day for you) then Alpha Heating (Chesterfield) Ltd agreement to do so will be subject to you agreeing to an additional charge for us working outside normal working hours.

Suspension of work

If Alpha Heating (Chesterfield) Ltd suspend or delay the delivery of any goods or services at your request or as a direct result of any breach by you or your obligations under this contract (i.e. you have failed to arrange for a gas supply before Alpha Heating (Chesterfield) Ltd arrive to carry out the works) then in addition to the original price payable by you we reserve the right to charge you a reasonable amount to cover any unavoidable costs, expenses and or losses by Alpha Heating (Chesterfield) Ltd as a direct result of the suspension of work or delay.

Damage to your home

Whilst Alpha Heating (Chesterfield) Ltd accepts liability for any reasonable damage caused to your home as a direct result of its breach of this contract, you accept that some level of minor cosmetic damage may be caused in order for us to carry out our installation services (such as damage to plasterwork, paintwork, wallpaper, existing boxing, holes left in flooring from removed appliances/pipe work etc.) and that Alpha Heating (Chesterfield) Ltd will not be held responsible for making good such damage. In particular Alpha heating (Chesterfield) Ltd will not be liable to bury any pipe work into walls or floors unless specified on our quotation and cuts and holes made by Alpha Heating (Chesterfield) Ltd will be made good but not permanently finished or redecorated. Alpha Heating will not be responsible for the boxing in of any existing or new pipe work unless specified on our quotation. Existing floorboards will be reinstated but Alpha Heating (Chesterfield) Ltd will not be responsible for any creaking that has resulted from the floorboards being taken up and put back down. The removal of laminate floors and carpets are the responsibility of you prior to works being carried out. Alpha Heating (Chesterfield) Ltd will try but cannot guarantee to match any bricks, stonework patching etc.

Liability for structural defects

Alpha Heating (Chesterfield) Ltd will not be liable for any damage to your home which is caused as a direct result of structural defects or weaknesses at your home unless, (a) the damage is caused by a direct breach of this contract by Alpha Heating (Chesterfield) Ltd and/or the defect or weakness in question should have been reasonably apparent to Alpha Heating (Chesterfield) Ltd upon a reasonable visual inspection of the area in which services are to be performed prior to Alpha heating (Chesterfield) Ltd commencing works (for the avoidance of doubt, Alpha Heating (Chesterfield) Ltd will not be obliged to carry out a detailed structural survey of your home nor any inspection of any parts not immediately visible to the naked eye for example, pipes buried in walls, under floorboards, condition of plaster/walls/floors, under tiles etc.).

Removal of materials

Non dangerous materials: As part of our installations Alpha Heating (Chesterfield) Ltd will remove any non dangerous waste items from your home such as your old boiler, pipe work, sanitary ware etc. which will become the property of Alpha Heating (Chesterfield) Ltd on removal. Alpha Heating have not included within its price for any structural alterations that are required to remove items (i.e. redundant tanks in lofts) and where these items cannot be removed without alteration to the existing fabric of the building they will be left in situ unless you specifically request that they are removed at an additional cost payable by you to Alpha Heating (Chesterfield) Ltd. Our price does not include for the removal of any dangerous materials from your home such as asbestos that it would not be reasonably possible for Alpha Heating (Chesterfield) Ltd to have identified when carrying out a reasonable visual inspection of the area of your home where the services are to be performed prior to you signing the order form. If any such materials are subsequently found at your home then Alpha Heating (Chesterfield) Ltd may agree at its discretion to arrange removal of these for you at an additional charge agreed with you in advance. If you wish to arrange at your own expense for a specialist contractor to remove the dangerous materials it must be done as soon as possible and Alpha Heating (Chesterfield) Ltd will be entitled to suspend further works until you have done so and provided us with a "site clearance for reoccupation" certificate. If there is a significant delay in you arranging for the removal of any such dangerous materials from your home or should you refuse to arrange for removal of those dangerous materials then Alpha Heating (Chesterfield) Ltd will be entitled to terminate this contract and should it do so you must pay to Alpha Heating (Chesterfield) Ltd a reasonable proportion of the overall price to reflect the goods and services that Alpha Heating (Chesterfield) Ltd has already provided prior to termination.

Alpha Heating (Chesterfield) Ltd responsibilities to you

If Alpha Heating (Chesterfield) Ltd breaches any of its obligations owed to you then Alpha Heating (Chesterfield) Ltd accepts responsibility for any loss or damage which you suffer as a direct result of its breach and which was reasonably foreseeable on the date on which you signed the order form. Alpha Heating (Chesterfield) Ltd does not accept any responsibility for loss or damage which is not caused as a direct result of its breach (including liability for any loss of earnings) or which was not reasonably foreseeable on the date which you signed the order form. (e.g. you fail to provide Alpha Heating (Chesterfield) Ltd with access to your home to enable us to perform the services and /or due to circumstances beyond our reasonable control).

Allowing Alpha Heating (Chesterfield) Ltd the opportunity to put things right

If you suffer any loss or damage or rectification works are required for which Alpha Heating (Chesterfield) Ltd is responsible then you must give us a reasonable opportunity to remedy the problem, allow us access to your home to repair any damage for which we are responsible and you must take reasonable steps to minimise or avoid any loss or damage which you may suffer as a result of Alpha Heating Chesterfield Ltd breach of this contract (i.e. leaking pipe turn the water off at the mains). Alpha Heating (Chesterfield) Ltd will not be responsible for any loss or damage which you fail to give us reasonable opportunity to put right and/or which could have been avoided or minimised by you taking reasonable steps which you failed to take.

Statutory rights

These terms and conditions do not affect any statutory rights you may have.