**NORTHSTAR HEATING LTD**

**TERMS AND CONDITIONS**

Please read these Terms and Conditions carefully, as they contain very important information about your service / repair / installation.

These terms and conditions are correct as of October 2023 but may be subject to change.

**Registered address**

We are Northstar Heating Ltd, a registered company in England and Wales under number 15142924 whose registered address is 4 Exford Close, Ingleby Barwick, Stockton on Tees TS170NH.

**Email addresses**:

adam@northstarheating.co.uk

mathew@northstarheating.co.uk

**Telephone numbers**:

Adam Jennings – 07812028669

Mathew Rider - 07717754845

1. **Parties, Definitions and Interpretations**

For the purpose of these terms and conditions, the words below shall mean the following:

1. “The Company” shall mean Northstar Heating Ltd.
2. “The Customer” shall mean the person or organisation for whom the Company agrees to carry out works and / or supply materials.
3. The “Engineer “shall mean the representative appointed by the Company.
4. “Works / work” means the work described in the Company’s quotation and / or as described in any email or document issued by the Company. This work may be varied by agreement in writing between the parties.
5. “Contract” means the agreement between the Customer and the Company to carry out the works.

**2. General**

The Company reserves the right to refuse or decline work or orders at its own discretion. Where the Company agrees to carry out work for the Customer, those works shall be undertaken by the designated engineer of the Company at its absolute discretion.

**3. The price, quotations, and variations**

VAT is charged at the prevailing rate except in cases where the work carried out is zeroed rated.

a. **Hourly rate work.** The total charge to the Customer shall consist of the cost of the materials supplied by the Company (Trade purchase price of the materials plus a small uplift, plus VAT) and the amount of the time spent by the engineer diagnosing, investigating, researching, and carrying out works, including all reasonable time spent in obtaining unstocked material, charged in accordance with the Company’s current hourly rates plus VAT. A minimum of **one hour** will be charged on all jobs, thereafter work is charged in **30-minute** increments. The Customer shall only be charged for the time spent relating to the Customer’s work, all other time is non-chargeable.

b. **Fixed price work.** Fixed price work shall be given as a quotation, including labour and materials. If, on the day of our attendance, our engineer discovers that further works or parts are required, our engineer will explain this to the Customer prior to starting the works. The engineer will contact the Company’s office to ask for a revised quotation. At this point, the Customer may cancel their contract with us.

Hourly and fixed price works are based on the works taking place Monday to Friday 8am to 5pm. Work taking place outside of these times, including bank holidays, may be subject to additional charges. In these instances, a revised quotation will be provided before the work commences.

c. Quotations are valid for 30 days from the date the quotation. The quotation is for carrying out the scope of the works described in the quotation and based on the information given by the Customer including their description / specification.

If during the conduct of the survey, if applicable, or whilst the work is being carried out, it is apparent that the information was insufficient or incorrect in any respect, the Company reserves the right to inform the Customer and to increase the quoted price to take into account the revised information. A revised quotation will be provided.

The Customer must ensure the description of the scope of the work is satisfactory before agreeing to the price.

No making good to the Customer’s property will take place without it being specified by the Customer and detailed in the Company’s quotation.

Where a written quotation has been supplied to the Customer, the total charge referred to may be revised in the following circumstances:

1. If after submission of the quotation the Customer instructs the Company (whether orally or in writing) to carry out additional works not referred to in the estimate,
2. If after submission of the quotation, there is an increase in the price of materials or an increase in the VAT rate.
3. If after submission of the quotation it is discovered that further works are needed which were not anticipated when the quotation was prepared
4. If after submission of the quotation delays are caused by the Customer, or third parties and further visits are subsequently required.
5. If after submission of the quotation it is discovered that there was an admin error when the quotation was prepared

The Company shall not be under any obligation to provide a quotation to the Customer and shall only be bound by quotations given in writing to the Customer. The Company shall not be bound by any quotations or estimates given orally or in which admin errors occur.

**4. Materials**

For materials, parts or other items that are not carried as part of the Company’s standard van stock, the Company may charge a collection fee.

The collection of materials which normally should be stocked items is non-chargeable.

*Any parts or materials supplied by the Company will only be provided with the manufacturer’s or supplier’s warranty and are not guaranteed by the Company.*

The Company will accept no liability for, or guarantee suitability of, materials and specifications supplied by the Customer and will accept no liability for any consequential damage or fault.

**5. Customer’s obligations**

The Customer shall:

1. Ensure that the written quotation and any information it provides are complete and accurate.
2. Provide access to the property where the work is being carried out, including access to water, gas, and electricity. Failure to allow or provide access on the agreed date will result in a charge to the Customer of an hour’s labour plus VAT. This charge is to cover the engineer’s time and travel.
3. Prepare the premises for the supply of the quoted work including clearing the access and work area. For boiler installations, this will also include the removal of any cupboards surrounding the existing boiler. The Company will not be responsible for reinstating the cupboard once the boiler installation is complete.
4. Comply with all applicable laws, including health and safety laws. The Customer is also liable for the status of any health and safety obstructions, obstacles, hazard or similar including asbestos, lead paint and glazing.
5. Ensure that any permissions, licences, or permits are obtained prior to any boiler installation. This includes any landlord permission, planning, or building consent.
6. Notify the Company of any local restrictions that could impact on the delivery of the works, for example, parking restrictions, steep stair climbs, or carrying distances of more than 30 meters.
7. Agree to have someone at the property during the works and comply with any additional obligations as set out in the quotation / contract.
8. Be liable for the condition / status of the property including existing pipework, services, appliances and sanitaryware.
9. Be responsible for disclosing any existing issues, faults or defects which may affect any surveys, quotations or works, including boundary issues.
10. Ensure all services can be turned off locally.
11. Clearly identify their preferred position for appliances / equipment such as boilers, flues, pipework, radiators and so on. If this does not happen, the Bailey’s Heating Company Ltd.’s engineer will install and position items using their judgement, and if the Customer is not satisfied with the position, the Customer is liable to pay for the initial works and the subsequent changes.

The Company will propose the works in line with manufacturer’s recommendations. If the Customer does not want the work carried out in this way, the Company will not be liable for consequential works or implications for warranties / guarantees. The Company will ask the Customer to confirm their wishes in writing.

For service bookings, the appliance must be accessible, working, and in serviceable condition. If the engineer is unable to carry out the works due to the appliance not being assessable or in a working and serviceable condition, the Company reserves the right to charge the Customer according to the Company’s current rates plus VAT.

If the Company attends to carry out the quoted work and is unable to carry out the work due to the actions of the Customer, the Customer is liable to pay the Company’s minimum charge plus VAT.

**6. Payment**

The deposit of (50%) of the quotation must be paid when the order is placed. The balance of the quoted price when we have finalised the installation, becomes immediately payable upon issuing the final invoice. Any further costs (including extras: materials and labour) will be marked as ‘extras’ on your final invoice. The Company will seek to submit invoices to the Customer within a reasonable timeframe after completions of the works, within one week.

Invoices are due for payment within 14 days after satisfactory completion of the work. Non-payment of the invoice or any part of the invoice may result in mediation and / or legal action and subsequent charging or recovery orders.

The Company will not be required to issue or deliver any certificates, guarantees or other similar documents until the payment has been made in full.

All promotions are subject to availability and while stocks last. We reserve the right to end a promotion at any time.

The fees for services, the price of goods (if not included in the fees) and any additional delivery or other charges; are set out in our price list current at the date of the Order.

Fees and charges include VAT at the rate applicable at the time of the Order.

Payment for services must be made within 14 days of the final invoice. Payment methods accepted are cash, cheque, debit card or bank transfer.

**7. Scheduling works**

Dates specified for the commencement and completion of the works are estimates only. Where possible, the Company will try to carry out emergency works in one visit, however the Customer should not expect that the job will be completed in one visit or by the same engineer because parts may not be available and return visits may be required.

Where the date and / or time for works to be carried out is agreed by the Company with the Customer, the Company shall use its best endeavours to ensure that the engineer shall attend at the date and time agreed. However, the Company accepts no liability in respect of the non-attendance or late attendance on-site of the engineer or for the late / non-delivery of materials or the delivery of defective materials. Unless the Company and the Customer agree on a date for the works to be carried out in writing, the Company cannot be held to any deadlines.

The Company shall not be liable for any delay or for the consequences of any delay in performing any of its obligations if such a delay is due to any cause whatsoever beyond its reasonable control and the Company shall be entitled to a reasonable extension of the time for performing such obligations.

The Company will use all reasonable endeavours to carry out the work on the agreed dates but shall not be under liability to the Customer if it should either be impossible or impractical to carry out the work on the agreed dates or at all, by reason of strike, industrial dispute, explosion, flood, act of God, pandemic or any other event or occurrence beyond the Company’s control.

Hourly and fixed-price works are based on the work taking place Monday to Friday 8am to 5pm. Works taking place outside of these times, including bank holidays, may be subject to additional charges.

**8. Boiler installations**

All boiler installations completed by Northstar Heating Ltd are carried out by Gas Safe and Oftec registered engineers.

The Company will make every effort to ensure that delivery of any materials and the installation date are met. However, the Company takes no responsibility for delays beyond their control, for example, supplier delays, illness, adverse weather.

It is the Customer’s responsibility to ensure any permissions, licences, or permits are obtained prior to any boiler installation. This includes any landlord permission, planning, or building consent.

The Company aims to complete all boiler installations between the hours of 8.00am and 5.00pm. However, there may be times when the engineer(s) may need to work outside of these times in order to complete the installation.

The engineer(s) may need to lift carpets and floor coverings; including laminate floorings, so that the installation can be completed. These floor coverings will be reinstated to the best of the engineer’s abilities.

The customer will need to remove any cupboard surrounding the existing boiler. The Company will not be responsible for reinstating the cupboard once the boiler installation is complete.

There may be occasions where the installation engineer(s) may need to add additional pipe work or wiring. On these occasions, there may be some damage caused to wall coverings, painted surfaces and so on. It is the Customer’s responsibility to redecorate or repair this damage caused by the engineer.

Apart from the rare occasion where damage to a customer’s property is caused by our negligence, the Company cannot be held responsible for any damage caused to existing services / installations that are not clearly visible. Northstar Heating Ltd engineers will take all reasonable care not to cause any damage to existing wiring, plumbing and other services at the Customer’s property.

Our boiler quotations are based on reasonable access being available for the engineer(s) to external areas of the Customer’s property. If work cannot be carried out using an external ladder (7m height) and a roof ladder (7m length), then scaffolding or access equipment made be required. The Customer is responsible for the cost of any additional access equipment that may be required. Northstar Heating Ltd will obtain a quotation for the access equipment or scaffolding prior to starting the installation work. At this point, if the Customer is unhappy with the access quotation, they may cancel the work and obtain a full refund (if applicable).

For all boilers either currently located in a loft or being relocated to a loft space, the loft must have permanent lighting and be boarded from the loft entrance to the installation area.

The Customer agrees to give the Company every opportunity to remedy any fault or issue that may occur during the boiler installation. Northstar Heating Ltd asks for understanding and patience in these extremely rare instances.

Where pressurised hot water systems are installed as part of the works, any existing pipework may suffer an increase in pressure. In some instances, this can lead to leaks. Whilst the Company will take care when assessing the suitability of the existing system to the requirements of the new system, the Company will not be liable for any damage caused by this increased pressure to the new system.

For Health and Safety purposes, the engineer(s) will need to have access to their mobile communication devises (such as their iPad and their mobile phone). If necessary, the Customer must agree to the engineer(s) using their internet connection, free of charge.

The Customer agrees to provide a safe workplace for the engineer(s). If the engineer(s) encounter an unsafe workplace, or they experience rude or aggressive behaviour, then the Company reserves the right to leave the property. No refund will be due to the customer if the engineer(s) have left the Customer’s property due to safety issues or threatening behaviour.

**9. Cancellation**

The Customer has the right to cancel within 14 days of entering into a Contract with the Company for carrying out works. The cancellation period begins when the contract is entered into and ends at the end of the 14 days after the day on which the Contract is entered into.

If work commences before this cancellation period, then the Customer shall be liable for any related expenditure up to the date of cancellation and / or materials supplied in accordance with such instructions. If the service has been completed during the cancellation period, the Customer will have lost their right to cancel.

After the 14-day period, if the Customer cancels their instructions prior to any work being carried out or materials supplied, the Customer shall be liable for any related expenditure up to the date of cancellation.

The Customer can give notice of cancellation in writing either by post or email to Northstar Heating Ltd, Registered Address: 4 Exford Close, Ingleby Barwick, Stockton on Tees TS17 0NH. Email address: info@northstarheating.co.uk

Failure by the Customer to notify the Company that they wish to cancel the work will result in a charge to the Customer equal to the Company’s first hour rate plus VAT, together with the cost of materials supplied in accordance with such instructions.

**10. Inspection of works and complaints procedure**

The Customer should inspect the work as far as it is reasonably possible upon completion and, if they consider that the work carried out or any part thereof is not in accordance with the quotation / Contract, the Customer should, as soon as they are reasonable able to, contact the Company to arrange for a senior engineer to attend to investigate the Customer’s concerns.

If the company receives a notice from the Customer explaining why any of the work carried out is not in accordance with the quotation / Contract, the Customer must give the Company access to the site to examine the complaint and, if the Company agrees that the work was not complete in accordance with the quotation / Contract, to remedy the work at the Company’s own expense. If the Company does not agree with the Customer’s complaint, the Customer shall be entitled to refer the matter to the relevant trade accreditation body or to the Dispute Resolution Ombudsman with a view to mediation in accordance with the recommendation of the body, failing which the Customer shall be deemed to have withdrawn their complaint and shall be obliged to make payment in full for the work.

If the Customer involves a third-party contractor prior to giving the Company a reasonable opportunity to correct any agreed defect or prior to exhausting the procedure recommended by the relevant accreditation body, any such involvement shall be at the Customer’s own cost and the Company shall be entitled to payment in full.

If the Company returns to site at the Customer’s request and it transpires that the defect has not arisen as a breach of the quotation / Contract on the part of the Company, the Company reserves the right to charge the Customer for the visit at their hourly charge plus VAT.

The Company reserves the right not to carry out any work under this section where the Customer cannot provide evidence that the work was originally carried out and completed by the Company or where payment has not been made in full for this work.

The exclusions referred to in the paragraph above are:

* Parts and materials will be provided only with the benefit of the manufacturer’s / supplier’s guarantee and are not guaranteed by the Company.
* Systems or structures not installed by the Company.
* Any recall arising from circumstances or factors known to the Customer but not notified or disclosed to the Company prior to the work having been undertaken.
* Defects resulting from misuse, wilful act, or faulty workmanship by the Customer or anyone working for or under the direction of the Customer (other than the Company).
* Structural defects encompassing but not limited to subsidence and its resultant effect.
* Damage to drainage systems caused by root penetration or any other outside force.
* Any roofing works.

**11. Warranties / guarantees**

The Company guarantee shall be for labour only in respect of faulty workmanship and is valid for 12 months from the date of completion.

The Company guarantee is not insurance backed. The guarantee term does not effect the Customer’s right to Redress under the Consumer Rights Act 2015.

Any materials supplied by Northstar Heating Ltd will be covered by the **manufacturer’s** warranty.

All boilers installed by Northstar Heating Ltd are only backed by the **manufacturer’s warranty providing they have been serviced on an annual basis by a Gas Safe/Oftec registered engineer.**

The Company workmanship guarantee will become null and void if the work / appliance supplied by the Company is:

1. Subject to misuse or negligence
2. Repaired, modified, or tampered with by anyone other than a Northstar Heating Ltd engineer

The Company will accept no liability for or guarantee suitability; for the specification or materials supplied by the Customer and will accept no liability for any consequential damage or fault.

The Company will not guarantee any work in respect of blockages in waste and drainage systems.

The Company shall only be responsible for rectifying any work completed by the Company and shall not be held responsible for ensuing damage or claims resulting from this or other work overlooked or subsequently requested and not undertaken at that time.

The Company will not guarantee any work undertaken on instruction from the Customer and against the written or verbal advice of the engineer.

Work is guaranteed only if it was directly undertaken by the Company and payment in full has been made.

Any non-related faults arising from recommended work which has not been undertaken by the Company will not be guaranteed.

The Company shall not be held liable or responsible for any damage or defect resulting from work not fully guaranteed or where recommended work has not been carried out.

The Customer shall be solely liable for any hazardous situations in respect of Gas Safe Regulations or if a Gas Warning Notice is issued. Where the Company agrees to carry out work on installations of inferior quality, or not to current standards, or over ten years old, no warranty will be given in respect to such works and the Company accepts no liability in respect of the effectiveness of such works.
Connections to existing pipework, services, fittings, water tanks, sanitaryware, sinks and existing flue or condense installations are made at the Customer’s own risk.

The Company will accept no liability for, or guarantee suitability of, existing services, appliances or equipment supplied by the Customer and will accept no liability for any consequential damage or fault.

During the warranty period, the Company will repair or replace, at no charge to the Customer, any products or parts that prove to be defective because of improper material or workmanship under normal use and maintenance.

**12. Title of goods**

Title to any goods supplied by the Company to the Customer shall not pass to the Customer but shall be retained by the Company until the Company has received payment in full for such goods.