



TERMS AND CONDITIONS





For the purpose of these terms & conditions the following words shall have the following meanings: (a) “The Company” shall mean Perceptive Heating (b) “The Customer” shall mean the person or organisation for whom the Company agrees to carry out works &/ or supply materials. (c) The Operative or Engineer shall mean the representative appointed by the Company.

1. You personally will be deemed to be our customer unless it is made clear to us who the customer is and we have confirmation that you have the right to instruct us on their behalf.
2. Any quotation is subject to acceptance within 30 days. If the customer requests postponement of the start of installation, one month or longer after Perceptive Heating is ready to proceed, Perceptive Heating reserves the right to withdraw the quotation.
3. The Company shall not be under any obligation to provide an estimate to the Customer and shall only be bound (subject as hereinafter) by estimates given in writing to the Customer. The Company shall not be bound by any estimates given orally or in which manifest errors occur.
4. If the installation work has to be suspended or varied at the Customers request, or if the Customer requires work on the system to be carried out outside of normal working hours, the Company shall be entitled to make a reasonable additional charge for the extra cost incurred.
5. On agreeing to this quotation the Customer accepts that there may be unforeseen circumstances and works that may not be apparent at the time of our survey. Remedial of these works shall become chargeable if undertaken by the Company.
6. In the event that during the course of the work Asbestos or any substance of a hazardous or potentially hazardous nature is discovered, Perceptive Heating will comply with local or national regulations, or other requirements that may need to be observed before work continues. If this results in additional work over that which this estimate is given to cover, an additional charge may be made. However, if the appropriate course of action is for the material to be left in place without alteration or additional work, the Company will not be responsible for any work involved in removal, should this be required, the Customer will be responsible for leaving the working area safe.
7. Any quotation is given and the installation undertaken by the Company on the condition that any necessary licenses, authorities or permissions, including the consent of the Landlord or Local Authority/Council, are first obtained by the customer.
8. Cancellations made within 24-48 hours of the scheduled service will be subject to a 50% cancellation fee. Cancellations made within 24 hours of the scheduled service will be subject to a 100% cancellation fee. Rescheduling is subject to availability and may incur additional charges.
9. Where the date and/ or time for works to be carried out is agreed by the Company with the Customer, then the Company shall use its best endeavours to ensure that the engineer shall attend on the date & at the 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 or non-delivery of materials. Perceptive Heating accepts no liability for any delay



in completing the work due to circumstances beyond our control. Appointments are given in good faith, of which we try to keep, but due to any external factors out of our control will not be held responsible but will let the customer know at the earliest convenience.

10. The work will be carried out in a professional manner. The Company cannot, however, be held responsible for any damages to decorations, fittings, existing pipe work, cylinders or tanks caused during the normal course of installing or removing fixtures and fittings. Note: although rare, responsibility cannot be taken for leaks or airlocks that may occur on systems as a result of "Power-flushing" or Installing Pressurised Systems.

11. Although every care is taken when taking up carpets, wooden floorboards and other flooring covering, Perceptive Heating cannot be held responsible for any damage whilst carrying out this work.

12. Pre-existing damage- We may take photographs of your property or complete a pre existing damage form prior to the start of the project. In the unlikely event that we do damage your property and this is a result of our negligence, you will be covered by our insurance for the full amount. However, claims that we can dispute with photo evidence or written agreement will incur a £50 charge per complaint to cover administration costs.

13. The Customer will give unrestricted access to the house and grounds in order that the installation work may be undertaken. Perceptive Heating reserves the right to make additional charges for such delays.

14. Perceptive Heating materials whilst in the customer's care whether fixed or unfixed are at the sole risk of the customer. The company expects the customer to take reasonable care in protecting such items. In the event of any materials being damaged, destroyed or stolen due to negligence, Perceptive Heating will pursue full repayment. Also for any materials/ work removed, damaged or destroyed, whilst in the Customers care the cost of replacing any such materials or reinstating/ restoring such works shall be charged as an extra. The Customer shall not be responsible for any loss occasioned solely by the negligence of the Company's employees or contractors, all work areas must be cleared by the customer before attendance, we can not be held liable for any accidental damages if this has not been done, or if we have to move any of the customers property for them.

15. Parts: All materials supplied by Perceptive Heating are subject to a 20% mark up.

16. Collection of non-stock items is chargeable, though time must be kept to a minimum and reasonable. The Customer must be informed wherever possible when the Engineer leaves the premises. If the collection time is likely to exceed 1 hour the customer must be additionally informed of the circumstances & extra cost. The collection of materials which should be normally stocked items is chargeable.

17. Perceptive Heating will not guarantee any work in respect of blockages in waste and drainage systems etc, we give a 1 week call back allowance as a gesture of good will. The Company will not guarantee any work undertaken on instruction from the Customer and against the written or verbal advice of the operative/ engineer. Work is guaranteed only in respect of work directly undertaken by Perceptive Heating & payment in full has been made. Any non-related faults arising from recommended work that has not been undertaken by the Company will not be guaranteed. Perceptive Heating 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. Work will not carry a guarantee where the customer has been notified by the operative either verbally or indicated in any other related work that requires attention. The Customer shall be solely liable for any hazardous situation in respect of Gas Safe Regulations or Gas Warning Notice issued.

18. If the Customer supplies their own materials they will be responsible for any missing parts or faults. The Company reserves the right to charge for any extra time incurred.

19. If the customer instructs us to do work or buy materials and then cancels, we reserve the right to charge the customer for re-stocking fees normally 30% and the cost of any time and materials incurred by us. Charges will be those of our normal terms and conditions

20. Perceptive Heating agrees to carry out works on installations of inferior quality or over eight years old at that date no warranty is given in respect of such works and the Company accepts no liability in respect of the effectiveness of such works or otherwise.

21. Additional Work- as a gesture of goodwill the company may complete extra tasks at the Company's discretion which is above our quotations however this is expressly done at your own risk and we will not accept any responsibility for any work undertaken that is not written into the quote, including loss or damage to persons or property

22. The acceptance of a deposit or the request to begin the project by email confirmation or electronically signifies a full acceptance and commitment to be bound by the Terms and Conditions.

23. Deposits taken to guarantee booking slots are non-refundable.

24. Call outs & investigation Jobs are based on an hours rate of £70 then after the first hour £30 per 30 minute intervals. Returned works will be fixed quoted (we do always advise to allow for additional costs labour & materials not included in the quote due to any additional works / times / unforeseen issues due to no fault of our own) The total charge to the Customer shall consist of materials supplied by the Company and the amount of time spent by our operative carrying out the works (including all reasonable time spent in obtaining materials).

25. Snagging: Where the Works have been completed subject to snagging, 95% of all amounts outstanding must be paid on such completion and the Customer must provide access to Perceptive Heating without delay to enable the snagging to be finalised. The balance of 5% will become payable upon the finalisation of the snagging or, if access has not been made available to carry out the snagging within 14 days of completion, at the expiry of such 14 day period.

26. We reserve the right to refuse or decline to undertake any work.

27. Guarantee. We have a 12 month Guarantee period of our labour and the duration of the manufacturers guarantee for all parts or equipment supplied by us. If you are not satisfied with our work, you must contact us, in writing, within 12 months of finishing the work and let us come and inspect the work and carry out the necessary remedial work at our expense, if the issue is no fault of our own, our time on site will be chargeable.



28. You agree that if you do not contact us within 12 months we shall have no liability. You agree to let our insurers inspect any works carried out by us.

29. Title to Goods. Goods supplied and delivered by us to you, or your premises shall remain our property until paid for by you in full. Whilst goods remain our property (we continue to have title over them) we have the absolute authority to retake, sell or otherwise dispose of all or any part of these goods.

30. All balances for works will become due upon completion/ commissioning; in full by Debit/ Credit card payment or Bank transfer. Cheques are not accepted.

31. Late Payments will be subject to an Interest of 7.5% over the bank of England base rate will be charged weekly on outstanding amounts owed to us.

32. We reserve the right, at our absolute discretion, to choose who will represent us.

33. These terms and conditions may not be released, discharged, supplemented, interpreted, varied or modified in any manner except by an instrument in writing signed by our duly authorised representative and you. Our terms and conditions shall prevail over any terms and conditions used by you or contained, set out or referred to in any documentation sent to us by you. By entering into a contract with us you agree irrevocably to waive the application of any of these terms and conditions.

34. These terms and conditions and all contracts awarded between us and you shall be governed and construed in accordance with English Law and shall be subjected to the exclusive jurisdiction of the English Law.

35. We take the utmost care over your contact details and no details are shared with anyone else other than within Perceptive Heating

36. All our calls are recorded for training & monitoring purposes. Any information you provide or we hold (whether or not under any of our agreement) may be used by us or our employees or agents to: identify you when you phone, help run any accounts, services and products offered by our company, help us detect fraud or loss, write to, email or phone you with information about services and products the company offers. However, we will not contact you in this way if you have previously told us not to.

37. Labour: one of our engineers will usually carry out the work. In some cases we may authorise a suitable qualified contractor to carry out the work. All of our staff and contractors carry an identity card.

38. Complaints: Perceptive Heating will always do our best but unfortunately, there may be times when things can go wrong. If you have a complaint about any one of our services or members of staff, please telephone on 01493 806 985 or email us at info@perceptiveheating.co.uk. We will deal with your complaint immediately and keep you informed of the progress of our investigation,



If you need to contact Perceptive Heating please find our details below:

Registered Office- 13 Yarmouth Road, Ormesby St Margaret, Norfolk, NR29 3QB

Registered in England No. 16100127

Telephone: 01493 806 985

Email: info@perceptiveheating.co.uk