



## Terms and Conditions for domestic central heating installations

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It is important you read these terms and conditions carefully as they form the basis of your agreement with us. If you've got any questions, please call us on 01908 482643 before accepting your quotation. TJ Gas Plumbing & Heating, 25 Vauxhall, Bradville, Milton Keynes, MK13 7BB. Registered in England and Wales.

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## Definitions

**Access and making good** – getting to your boiler or central heating system to fix or service it, and then repairing any damage we may cause in getting access to it by replacing items such as cabinets or cupboards that we've removed and by filling in holes we have made and leaving a level surface – but we won't replace or restore the original surface or coverings, for example: tile, floor coverings or decoration.

**Accidental damage** – when you do something that stops your boiler or central heating system from working properly – without meaning to.

**Annual service** – a check each year to ensure your gas boiler and central heating is safe and working properly.

**Boiler** – a single natural gas boiler and flue on your property that's designed for home use and has a heat output capacity of up to 40kW.

**Powerflush** – a process where we remove sludge from your central heating system which improves performance, longevity and energy efficiency.

**Central Heating** – the heat and hot water system on your property – including your external expansion tank and vessel, radiators, bypass and radiator valves, system filters, hot water cylinders, any immersion heater and its wired in timer switch, and the pipes that connect them.

**Controls** – the controls outside your boiler that make it work, including the programmer, any thermostats, motorised zone valves, and central heating pump and the pipes and wires that connect them.

**Hot water cylinder** – the tank that stores your hot water.

**Gas supply pipe** – the pipe that connects your gas meter to your gas boiler and any other gas appliances you have on your property.

**Home** – the building, including any attached garage or conservatory where you live or a home you own including holiday homes or rental properties.

**TJ Gas** – TJ Gas will carry out the work and who you will have a contract with. "We" "us" or "our" means TJ Gas.

**Quotation** – this is the document that we produce that tells you what work we will undertake, the price, payment terms, as well as guarantees and warranties.

**Property/properties** – a home and all the land up to your boundary including any detached outbuildings.

**Repair(s)/repairing/repaired** – to fix your boiler or central heating system following an individual fault or breakdown.

**Sludge** – the natural build-up of deposits in your boiler or central heating system, as it corrodes over time.

## Boiler replacements and central heating work

- A. **The Quotation.** Your Quotation is valid for 28 days and we must begin the work within 60 calendar days of your acceptance. Beyond these periods we may need to revise the Quotation, due to product availability and price changes. Just give us a call and we'll let you know whether we need to requote (hopefully we won't).
- B. **Dangerous materials.** We'll carry out the work set out in the Quotation for the price stated in it. The only exception to this is if in the course of undertaking the work we come across dangerous materials, a dangerous gas supply or asbestos that we couldn't have reasonably identified when we gave you your Quotation.

In this situation you can call a specialist contractor to remove these dangerous items, or we may be able to organise their removal at an extra cost.

If any asbestos needs to be removed, before we can continue to work at your property you'll need to arrange and pay for someone else to remove it and give you a Certificate of Reoccupation which you'll need to show to us.

- C. **Authority to carry out the works.** When we arrive on the installation day, someone 18 years old or older needs to be at the property who can make important decisions, such as where the boiler goes. If you're not at the property on the day of installation, you must make sure that there is somebody else present who can give instructions to our engineer on your behalf.
- D. **Working in dangerous or unsafe conditions.** We won't start or continue doing any work on your property if we believe there's a health and safety risk, for example: hazardous chemicals, pest infestations, verbal or physical abuse, or harassment. And we won't return to finish the work until that risk is gone.
- E. **Timeframes.** Any timeframes we give you are our best estimates and we'll do what we can to keep to them. Where there are likely to be delays we'll let you know as soon as possible and agree new timeframes with you. The time it takes us to complete the installation won't affect your quote or the price you pay.
- F. **Waste removal.** The price we quote includes the cost of removing all non-dangerous materials, including your old boiler and any central heating parts we replace. We recycle as much of the material as possible.
- G. **Carpets, floors and finishing.** To help us complete our work we may need you to take up floor coverings including carpets, tongue-and-grooved, parquet, hardwood, rubber and tiled floors. We'll give you as much notice as possible if we need you to do this and it will be up to you to put the flooring back once the work is done. You can call a specialist contractor to do this work or we may be able to do it for you at an extra cost.

We'll take care to carry out the work without causing damage to your property. If we cause unnecessary damage because of our negligence, we'll put it right.

- H. **Additional work and restoration.** Sometimes we may have to do some extra work, for example if we can't use existing pipework, we need to do some wiring to install the boiler, or if we have to move the flue. This work can cause damage to wall coverings, paint and solid wall insulation. You may need to redecorate, repair or restore certain areas once the work is completed. This is not included in the price we quoted and you'll be responsible for this.
- I. **Pre-existing faults.** Where we've connected new equipment to your existing system, we can't accept responsibility for the cost of repairing or replacing parts of your existing system that later develop faults, or compensating you for any faults that:
- Were already there when your boiler or system was installed
  - We couldn't reasonably have been expected to know about before. For example, faulty pipes that don't have the correct protection and which are buried under concrete floors

This applies in all cases except where we've been negligent in not realising that this damage to your existing system would happen, or unless the way we carried out the work was negligent and caused the fault.

- J. **System cleanse.** When we install your boiler we'll carry out a system cleanse. This is where we push hot and cold water through your system. This won't remove sludge. If you have sludge in your system, we'll recommend you have a Powerflush before we install the boiler.

- K. **Powerflush.** If you need a deeper clean to remove sludge and other waste from your central heating, we'll recommend you have a Powerflush with your installation.
- L. **Tenants.** If you're a tenant, you'll need your landlord's permission before we can start the work, and we may need you to give us evidence that you've got this. If we carry out work at the landlord's property and you haven't got permission or have given us false inaccurate information, you'll have to compensate us for any losses we suffer because you didn't get your landlord's permission.
- M. **Listed buildings.** If your property is a listed building, it's your responsibility to make sure that you get any permission you need before we start the work. We'll need evidence from you that you've got the permission. If you don't get the permission you need, you may be prosecuted in the criminal courts. We won't be able to start any work if you haven't got the appropriate planning permission or if you can't give us evidence that you've got it. If we carry out work at your property you'll have to compensate us for any losses we suffer if you didn't get the permission you needed, which may include court fines and penalties.
- N. **Things beyond our control.** We can't be held responsible if we cannot meet our responsibilities because of things beyond our control. This includes, for example, poor weather conditions, or if species that could be subject to special protection, for example bats, birds, butterflies, dormice or plants, are found in your property.
- O. **Payment and credit agreements.** You need to pay the deposit shown on your Quotation when you accept it. You must pay the outstanding amount for the work once we have finished the installation.
- P. **UK Law.** Your installation is bound by the laws of whichever country your **property** is in – England and Wales, or Scotland.

## 1-year workmanship warranty

We provide a 1-year workmanship warranty with our boiler and central heating installations.

- A. **What's included.** We guarantee to repair or replace any faulty parts we've supplied, or fix any faulty work that we've done for 12 months from the date that your boiler is installed.
- B. **What's not included.** The following are excluded from our warranty:
- Accidental damage (you may be able to claim on your household insurance for this).
  - Damage caused by you failing to follow the manufacturer's user instructions.
  - Damage caused by limescale, sludge or other debris, if we told you before that you need to carry out a Powerflush, but you haven't done so
  - Resetting your controls or replacing the batteries
- C. **Statutory rights.** This does not affect your statutory rights under the Consumer Rights Act 2015, if applicable, and any laws that replace it. If you want independent advice about your rights you can speak to Citizens Advice or Trading Standards.

\*\*\*Please note our workmanship warranty is not insurance backed\*\*\*

## Boiler manufacturer's warranty

Your boiler will come with a manufacturer's warranty. The length of the warranty will be specified in your Quotation. We will provide you with the necessary warranty paperwork after the installation is complete.

You will need to have your boiler serviced annually to validate the warranty. We provide the 12-month service free of charge. From year two and each year after that, you'll need to have your boiler serviced by a Gas Safe registered engineer. This will keep your warranty, valid, and help make sure your boiler is working safely and efficiently.

We can do this for you or, you can choose someone else to carry out the annual service. Just remember to keep the paperwork to show you've had the annual service done because you'll be asked for it if your boiler breaks down. If you can't provide evidence of your annual service, you will need to pay for any repairs.

# Cancellation

## By you

You can cancel this agreement up to 14 days after signing and dating the Acceptance Form which is part of your Quotation. This is called your 'cooling off' period. The cooling-off period starts the day after you agree to go ahead with the service.

By signing the Acceptance Form of your Quotation you've agreed that we can start work before your cooling off period ends. If you cancel your agreement after work has started, we'll charge you our reasonable costs for:

- Any work already carried out, and/or
- Any goods already installed in your property

You won't be able to cancel once work is fully completed or the goods have been installed in your property. We can deduct our costs from any deposit you've paid or bill you for them.

If you wish to cancel, please call us on 07988741950 or email us at [tjgas@yahoo.com](mailto:tjgas@yahoo.com) You can also cancel by completing the cancellation form at the back of these terms and conditions.

## By us

We can cancel the installation at any time by giving you written notice. If we cancel the installation without good reason, we'll pay you any reasonable costs or losses you suffer as a direct result of our cancellation.

# Complaints

We will do everything possible to ensure you are delighted with your new boiler or central heating system. We will be asking you for your feedback after the installation to ensure that you are happy and to ensure we learn from any issues that caused a problem. If you have a problem, please do get in contact with our Customer Service team on 07988741950 or email them at [TJGas@yahoo.com](mailto:TJGas@yahoo.com)

If you are dissatisfied with the response from the Customer Services team, please email TJ Gas' Managing Director, Tom Cotton at [TJGas@yahoo.co.uk](mailto:TJGas@yahoo.co.uk).

Our complaints policy does not affect your statutory under the Consumer Rights Act 2015, if applicable, and any laws that replace it. If you want independent advice about your rights you can speak to Citizens Advice or Trading Standards.

## Cancellation form

If you wish to cancel, please call us on 07988741950 or email us at [TJGas@yahoo.com](mailto:TJGas@yahoo.com).

You can also cancel your agreement by returning this form. Please email it to us at [TJGas@yahoo.com](mailto:TJGas@yahoo.com) or post it to us at:

TJ Gas  
25 Vauxhall  
Bradville  
Milton Keynes  
MK13 7BB

I wish to cancel my central heating installation.

Name.....  
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Address.....  
.....

Signature.....  
Date.....