

Steven Rotunno T/A SCR Gas Services Terms and Conditions

For the purposes of these Terms of Business (hereinafter, "Terms"), "us" or "we" shall refer to Steven Rotunno, T/A SCR Gas Services and "you" shall refer to you, our customer. You have requested that we undertake certain works for you and, by allowing us to proceed with those works, you are indicating your agreement to the Terms set out below. Steven Rotunno, T/A SCR Gas Services

We will carry out the work as per your quote & for the cost stated, acceptance of the quote must be confirmed in writing/email. By accepting the quote, you are also agreeing to these terms & conditions. We will carry out the whole of the works as specified during our normal business hours of 9am - 5pm Monday - Friday, but we may on occasion require a reasonable amount of overtime to achieve completion. It is a condition of our terms that your approval to such overtime is granted and we will endeavour to minimise any disruption or inconvenience. If you request any overtime or unsociable hours to be worked, it may be necessary for us to add additional costs and these will be explained at that time and prior to the overtime or unsociable hours commencing.

Any variations or additions to the agreed works, requested by you, will be subject to additional cost. If we are delayed or prevented from installing by the agreed date due to delay or default on your part, we may on written notice to you add additional costs. Steven Rotunno, T/A SCR Gas Services will make every effort to complete the work by the agreed timescale, however, you must appreciate that sometimes delays can occur for reasons beyond our control and we cannot be held responsible in these instances. If an unscheduled delay occurs, we will complete the work as soon as possible.

You shall, at your own expense, obtain all necessary consents for the installation of the works, including (without installation) building regulations and planning consents, consents from neighbours and mortgage lenders before work commences. If you are a tenant, you may need your landlord's permission for an installation to be carried out. We will assume such permission/s have been granted and shall not be liable for any loss or damage arising from failure to obtain such permissions.

You will provide reasonable access to enable installations to be completed. You will also be required to provide the necessary service utilities for installation at no charge to us.

Carpets, Flooring and Decoration

We may need you to lift carpets or take up part or all wood/tiled floor coverings, so that we can complete the work. We will give you as much notice as possible if we need you to do this. You can either employ your own contractor to do this work or we may be able to do it for you for an additional cost. If we do any of this work for you we will only be responsible for any accidental damage caused directly by our negligence and it will be your responsibility to put the flooring back once the work is completed.

We will take care to carry out the work without causing damage to your property. If we cause damage because of negligence we will endeavour to put it right. Sometimes additional work is required if we cannot use existing pipework or wiring to complete a job and this can cause unavoidable damage to things like inside and outside finishings (for example wall coverings and paint) you may need to redecorate once the work is completed. This is not included in the price of your quote and will be your responsibility.

Installation

The prices specified in this agreement do not include the cost of removing any dangerous waste materials, such as asbestos if found when carrying out the installation. If during the execution of works, asbestos is detected, we reserve the right to withdraw and suspend installation immediately until the site is made safe. However, we upon your request will provide a cost for removing asbestos, this cost will be added to your final invoice.

Your order is accepted subject to the condition that there is an adequate gas supply to the dwelling prior to the commencement of the work. Without prejudice to the company's rights

where such supply is not laid to enable work to commence, we may cancel the contract and shall not incur any liability or costs, loss or damage. In certain circumstances the size of the existing gas rate cannot always be determined. If a new gas line is required, this will be charged at our standard hourly rate and will be in addition to the quoted price.

Where Steven Rotunno, T/A SCR Gas Services needs to connect new equipment to the existing plumbing, drains or heating system, we will not accept liability for the cost of repairing or replacing parts to the existing system, which may subsequently develop faults. In certain situations we may charge for visits made to your home by the company's engineer if your system is faulty or has developed a fault after the installation has been concluded.

Steven Rotunno, T/A SCR Gas Services accepts no responsibility for any existing installations. This relates in particular but not solely to any pipework, radiators, radiator valves, heating valves, pumps, shower pumps, and or bathroom/WC services that might be affected as a result of a conversion from a tank fed system to a sealed system or from power flushing of pipework and radiators. A change to a higher pressure rated system and or power flushing can cause leaks in components, we will not be held responsible for this or be liable for costs related to repairs or damage.

Steven Rotunno, T/A SCR Gas Services will accept no liability for, or guarantee suitability of any materials supplied by the customer & will not accept liability for any consequential damage or fault. We reserve the right to charge for any additional time incurred in sourcing and fitting appropriate or replacement materials.

Materials supplied by you the customer are the customer's responsibility, you are to ensure timely delivery, adequate quantities and quality. This relates in particular to any Boilers, radiators, radiator valves, heating valves, heating pumps, pipework, fittings, showers, tiles and/or bathroom suits/furniture & floor coverings. We will not be held responsible for delays incurred as a result of these conditions not being met and may need to add additional time and cost to the final invoice.

Steven Rotunno, T/A SCR Gas Services accepts no responsibility for any existing electrical installations such as heating controls, lighting circuits, ring mains and consumer units/fuse boards. Any electrical works required will be completed by our appointed electrical contractor and they will only be responsible for works they have completed. If there are any existing electrical faults which require attention we will inform you and a safety notice will be left. If the customer requires faults to be rectified then a separate quote will be produced.

Bathrooms/Wet-rooms

During the removal stage of installing your new Bathroom/Wet-room we may encounter problems with walls, floors and joist which wouldn't have been evident at the time of the survey, if any walls, floors and joist require attention and/or replacing then we will provide a new quotation for the additional work.

Finance

Steven Rotunno, T/A SCR Gas Services do not currently offer finance.

Waste Materials

All waste materials produced during works will be removed from site and disposed of in accordance with the laws and regulations set out in our licence to remove waste, all waste will be transferred to us, to include cardboard, plastics, scrap metals (copper, steel, iron) and rubble. Unless you wish to retain them.

Force Majeure

Neither party shall be held liable for any delay or failure in fulfilling their obligations under these Terms where such delay or failure results from circumstances beyond that party's control (including, but not limited to, an act of God, fire, act of government or state, prevention from or hindrance in obtaining any raw materials, energy or other supplies, industrial action or labour disputes of whatever nature, and any other reason beyond the control of that party).

Deposits

Deposits are to be paid upon acceptance of your quote which will also guarantee a booking date. We require a 50% deposit. Unless otherwise stated. Upon payment of deposit you are hereby accepting these Terms and Conditions.

If required stage payment terms will be set out as part of your quote and on accepting your quote you are also agreeing to make these payments in a timely manner.

Payment accepted by Cash, bank transfer or card payments (debit or credit cards)

Final balance to be paid immediately upon completion of works and/or receipt of invoice unless prior arrangements have been made in writing and signed by you and us.

Steven Rotunno, T/A SCR Gas Services reserved the right to apply a late payment interest charge of 8.5% plus an admin charge of £25 if payment is not made within 7 days.

Certificates – No certificates for boilers, hot water cylinders , etc., will be issued until final payment in full for all works undertaken is received.

Materials and Products

For the avoidance of doubt, all materials and/or products supplied and delivered to you during the course of the works shall remain the property of Steven Rotunno, T/A SCR Gas Services until such time as the works have been paid for in full by you, following receipt of our invoice. Title to such materials and/or products will transfer to you only when full payment has been made.

Recap

Our Obligation

We will undertake the works with all due care, skill and diligence, will complete the works within a reasonable timeframe, and will ensure that we comply at all times with all applicable laws and regulations.

We will supply all materials and/or products required for the works that are of a high quality and, without prejudice will take full responsibility for replacing any materials and/or products that prove to be faulty or substandard

We will take care of your property, furnishings and wall coverings and, on completion of the works, will remove all waste material.

We confirm that we hold, and will continue to hold, a valid and current Public Liability Insurance Policy and, where relevant, Employers Liability Insurance Policy.

Client Obligations

If you and we agree that you will be responsible for providing the measurements for some or all of the materials and/or products needed for the works, you alone will bear the cost of replacing said materials and/or products in the event the measurements are incorrect.

If you and we agree that you will be responsible for providing some or all of the materials and/or products needed for the works, you alone will bear the cost of replacement in the event the said materials and/or products turn out to be faulty and/or unsuitable.

You will inform us, prior to the works commencing, of any hazards or potential hazards known or suspected in or around the premises where the works are due to be carried out.

You will grant us access to the premises where the works are to be carried out and will ensure that all necessary consents, permissions and licences, if any, have been obtained in advance of the works commencing.

You will ensure the safe and secure storage of any materials and/or equipment left (with your permission) at the premises during the works, and will be accountable to us for any loss of or damage to such materials and/or equipment.

You will pay our invoice upon immediate completion of works.