

Terms and Conditions

In our terms and conditions page you will find:

- General terms and conditions
- Terms for fitting parts and materials supplied by customers.
- Waiver policy and cancellation policy
- Disclaimer for flushing systems
- Service plan terms.

1. Introduction of AN Heating Ltd. Terms and Conditions.

- Your rights and responsibilities
- Our rules for our services
- What you can expect from our company

2. When these terms and conditions apply.

When using our services, you are agreeing to our terms and conditions, so please ensure that you have read and understood first. We will only update our terms and conditions under a new legal requirement, or when introducing a new service, therefore the latest version of terms and conditions will always apply.

3. What does “Services” mean?

We cover boilers, heating, plumbing and emergencies, so any service covered by AN Heating Ltd.

- Installations
- Guarantees
- Boiler servicing
- Boiler repairs
- Estimates
- Enquiries
- Emergencies

4. Terminology

Please read the following words for their meanings:

- “We/Our/Us” refers to AN Heating Ltd.
- “You” refers to the organisation or person for whom we agree to conduct work for.
- “Tradespeople” refers to the representatives chosen by us to carryout work.

We reserve the right at our discretion to choose the tradespeople who will represent us. We reserve the right to decline or refuse to undertake any work.

5. Hourly Rate Work

The total charge to you will include:

- Materials and parts supplied by us.

- Labour charged at our hourly rates; this is the amount of time the tradesperson has spent conducting the work.

6. Fixed price work

The total cost to you, will be inclusive of materials and labour, with the exemption of manifest errors. The price may be revised for any of the following circumstances:

- If, any unexpected further work is revealed or required, following the submission of the estimate.
- Alterations to any variables provided in the original estimate, must be provided either verbally or in writing.
- If, an insurance report is required, this will incur a charge of £70.00 on top of the invoice and estimate.
- If, the price of materials increases following the submission of the estimate.
- If, any manifest error occurs, following the submission of the estimate.

AN Heating Ltd. Are not under any obligation to provide an estimate. All estimates will only be held too that are in writing and signed by the director of the company or an authorised representative. Any estimates found with a manifestation error, or any oral estimates will not be considered.

7. Incentives & Offers

For any incentives or offers that we have promotions on, we will clearly state terms and conditions that are relevant to these. It will be at AN Heating's discretion whether you may use any incentives or offers in combination with each other.

8. Collection of materials

- One tradesperson will be responsible for collecting parts or materials.
- Collection time will be kept to a minimum.
- You will be informed if collection time is likely to exceed 45 minutes.

All non-stock items will be chargeable as we are unable to return these items to our suppliers.

9. Payment and invoices

A deposit payment will be required for estimated, agreed, pre-booked work. The deposit will be for at least 50% of the total cost and this will be payable before we can return to carryout the work. We do reserve the right to ask for payment in full, at our discretion.

If any proposed dates are no longer available and a deposit has not been paid, AN Heating Ltd. will offer alternative dates.

An invoice will be sent to you on completion of the work and payment will be due within 7 days of the date of the invoice. Our bank details are on the invoice for BACS payments, or alternatively card payment is accepted by phoning the office. Any overdue payments will accrue interest at AN Heating Ltd.'s discretion, at a rate of 4% over the base rate until payment has been made in full. A first and second reminder will be sent and then this will be escalated to our debt collection agency. You accept sole liability to make payments in full to avoid any extra charges.

10. Timekeeping

We will endeavour to keep to agreed dates and times as best as possible, however we accept no liability for late or non-attendance of tradespersons or delivery of parts and materials. Our time slots that we offer are for a morning window of 8am-12pm and an afternoon window of 12pm-5pm to allow our engineers to complete a job in one visit, if this is possible. If there are any delays, we will not be held liable as delays are beyond our control, due to the nature of the work so we will be entitled to a reasonable extension to complete the job.

11. Cancellation

If you need to rearrange or cancel your booking, you must let us know by telephone, at least 48 hours before the scheduled booking. Any cancellations made further in advance should also be notified by telephone, and you should request written confirmation from us as to whether you are liable to be charged.

If you want to cancel the contract between us before your scheduled booking date, you have fourteen (14) days in which to do so following your acceptance of our quotation (in accordance with the provisions of the Consumer Contract Regulations 2013). The customer will waive this right, if the booking is made to start within fourteen (14) days.

You will be liable for the cost of materials, time and profit that would have been made, if you cancel your booking more immediately before the work is conducted, in accordance with the original instructions.

12. Satisfaction

AN Heating Ltd. is committed to providing top-quality, professional service to all our customers. If you are not completely satisfied with the work we have conducted, you must provide us with written notice within 12 months. You must allow us and our insurers, the opportunity to both inspect and conduct remedial work where appropriate. We will not be liable for any unsatisfactory work conducted, if you fail to notify us, as outlined above.

13. Guarantee

We provide a 12-month guarantee on labour conducted by an AN Heating Ltd. tradesperson, in respect of faulty workmanship only. This guarantee commences from the date of completion and additionally any manufacturer's warranties. The guarantee will become void if the work or parts supplied by us is:

- Modified, repaired, or tampered with anyone other than an AN Heating tradesperson. We will not guarantee suitability, or accept any liability for, materials or parts supplied by you or any consequential fault or damage.
- Subject to negligence or misuse.
- Any work undertaken on instruction from you and against the verbal or written advice of the tradesperson.
- Blockages in drainage or waste systems.

Work only directly undertaken by us and when we are in receipt of full payment, is guaranteed. Any non-related faults or any recommendations for further work which has not been undertaken by us, will not be guaranteed.

No warranty will be given, and we will not be liable for the effectiveness of such work, when agreeing to conduct work of inferior quality (or over 10 years old).

14. Liability

We will not be held responsible for any claims or ensuring damage resulting from other work overlooked or requested and not undertaken at the time and will only be liable for rectifying our own guaranteed work.

We will not be held responsible for any defect or damage resulting from where recommended work has not been conducted or on work not fully guaranteed, which you will be notified of either in writing or verbally.

During a routine service or repair, we will not be held liable for any electrical faults occurring on the boiler. It is a well-documented and common issue across the industry that boilers can malfunction when the power supply has been interrupted. For health and safety reasons, we must isolate the electrical supply to be able to work on the boiler.

If any service valves within the property become defective while being used for their intended purpose, we will not be held liable. This includes, but is not limited to, isolation valves (boiler/pipework), internal and external stop taps, radiator valves, vent/bleed points and drain-cocks. If any of these service valves become defective during use, we will quote and advise for a replacement or repair.

We will not be held liable for any delays, beyond our control and will be entitled to reasonable time extensions.

If any tradesperson whose faulty workmanship or negligence makes us liable to pay for the rectification or damages of work, we will be entitled to fully recover the costs.

You will be solely liable for any hazardous situation in respect of any Gas Warning Notice issued by an AN Heating Ltd. tradesperson, in respect of the Gas Safe Regulations or any Oil Warning Notice issues, in respect of the Oftec Oil Regulations. Our tradespeople are solely responsible for any gas or oil related work, operating under their own individual Gas Safe Registration and Oftec Registration.

15. Title to Goods

Until full payment has been made, any goods supplied and delivered to you or your premises, will remain our property and we have the authority to:

- Seek a court injunction to prevent you from disposing of, selling, or transferring such goods.
- Enter any premises, at any time, without giving notice, where the goods are kept, stored, or installed, or is believed so to be.
- Dispose of, sell, or retake any or all the goods.

You will be liable for the insurance of such goods and must be able to produce evidence that you have insured them at replacement value.

The customer holds no right to withhold any materials or tools brought onto the premises and these must be made available immediately, or legal proceedings will be brought to retrieve these items and the customer will be liable for loss of earnings.

16. General

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

All contracts and these terms and conditions shall be subject to the exclusive jurisdiction of English Law and be construed and governed in accordance with English Law.

Our Policy on fitting equipment supplied by customers.

To ensure that we meet our customer's expectations of trouble-free, high-quality repair or installation, we prefer to supply our own materials. We do understand that it can be tempting to search for "bargains" online when budgets are tight and request a tradesperson for labour-only basis to fit the goods. Whilst we are prepared to work for labour-only, experience suggests that it is important to be clear from the very start. We will make you aware of potential pitfalls and then "saving money" can turn out to be an expensive option. We will not be liable for any costs arising from faults, delays, incomparability, or other issues arising from materials not supplied by ourselves. We will only provide high-quality, genuine parts and materials from reputable suppliers who have histories of supplying a good service and offer enforceable warranties. We do not buy from refurbished parts sites or online auctions and all our materials are first quality and brand new. In our experience, this reduces worry, stress, and project delays.

If AN Heating Ltd. supply material, you will receive the following services:

- Free and comprehensive advice on suitability and compatibility with existing system and installation.
- Free attendance to deal with any faulty items during normal hours or out of normal hours as an emergency.
- Dealing with our supplier in the event of any problems.
- Ordering and collection of parts and materials.
- Dealing with delays caused by faulty or late materials.
- Free refitting costs of any faulty item replaced under warranty.
- In the event of any damage to ceilings and or carpets or any other fabric of the building, we will deal with our supplier, other trades, and insurance companies on your behalf.

If you supply the material, you will be liable for the following:

- Advice on suitability and compatibility with existing system and installation will be chargeable at our standard hourly rate, within limitations of the information you provide.
- Dealing with any faulty items during normal hours will be chargeable at our standard hourly rate.
- Dealing with any faulty items during emergency hours will be chargeable at our out-of-hours rate.
- It will be the customers responsibility to deal with any suppliers in the event of any problems.
- It will be the customers responsibility to deal with all ordering and collection of parts and materials.

- Any delays caused by faulty or late materials will be chargeable at our standard hourly rate in addition to a quotation.
- Refitting costs of any faulty items replaced under warranty will be chargeable at our standard hourly rate.
- Any damage to ceilings and or carpets or any other fabric of the building will be the responsibility of the customer.

Cancellation and right to waiver

You have the right to cancel within fourteen calendar days starting on the date you sign/agree to the contract, under the terms of the Consumer Rights Act 2015, during which time you may cancel the contract without paying a penalty, this is known as the 'cooling-off period'. The Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013 and the Consumer Rights Act 2015 is the law that governs the length of the 'cooling-off'. We will reimburse you all payments received from you, including any deposits paid to us, if you cancel the contract. If you have specifically requested us to conduct urgent maintenance or repairs, then an exemption applied. This exemption does not apply to other services or goods provided at the same time, which themselves retain a cancellation right.

Please contact us at your earliest convenience if you would like to cancel the contract. You can call us on 01225 708562 or email us at info@anheating.co.uk. Please ensure you include your full name; work start date and invoice number.

Right to waiver the cancellation period

You may request us to begin work during the cancellation period. If you later decide to cancel, you shall pay us a reasonable amount to consider the work conducted until cancellation is communicated to us. By agreeing you are requesting that work commence within the 14-calendar day cancellation period and understand that you will be liable to make reasonable payment of all work conducted before cancellation if you later choose to exercise your right to cancel the contract.

System Flushing Disclaimer

System flushing involves minimal disruption and dismantling and is the most effective and fastest way to clean heating systems. We use purpose-built power flushing pumps, mains flushing units and MagnaCleanse units designed to cure the boiler noise and circulation problems caused by accumulations of scale, sludge and corrosion deposits which are found in most ageing central heating systems. During the process, the flushing unit is temporarily connected to a heating system. The high pressures, high water velocity, combined with instantaneous flow reversal, will mobilise, and dislodge corrosion deposits and sludge. Customers need to be aware that whilst these occurrences are very rare, a system flush can be extremely effective in cleaning systems that have corrosive issues, but not because of a design fault. Before conducting a flush, it is strongly recommended that any design faults are rectified. The success of a flush will depend on the level of heating system corrosion which has occurred beforehand, and the process cannot undo the corrosion and gradual decay that has led to the need to flush the system but will cure most circulation problems. It is not possible to inspect a system internally beforehand and the need to use a dispersing and flushing chemical for effective cleansing means that occasionally the heating system may experience a leak after the flush process. The leak would have occurred imminently even without a flush in the advanced stage of corrosion required for such situation. This is a better situation if we are present to remedy the leak rather than it to leak whilst the house is unoccupied or over a weekend. Systems which have not been treated with an effective corrosion inhibitor or have been neglected over some

time, may have severely compacted corrosion debris in the boiler, radiators or pipework and it is possible that even after the flush, some boilers on the margin of failure may cease working due to debris and sludge later breaking loose and collecting in the heat exchanger and some radiators may still not be fully effective. If any of the above or further issues arise during or after the flush, then any additional work required would be conducted at an additional cost as the prices quoted include the flush only.