



## Terms and Conditions

### Boiler Installation

Last Updated 26.04.24

#### **1. Price**

We will carry out the boiler installation as set out on your quote for the price that is stated under the following terms and conditions. All prices include VAT at the current rate.

#### **2. Your Quote**

Your quotation document, together with these terms and conditions, sets out the entire agreement between you and Hynes Plumbing & Heating Ltd. Nobody else will be able to benefit from this agreement. This agreement is governed by the laws of Northern Ireland, England and Wales.

#### **3. Deposit**

You must pay the deposit shown on your quote when you accept the quote. You must pay the quoted price for the work when we have finished the installation and you are satisfied with the work. Unless you have opted to pay for your installation using one of our monthly payment options, please see section 26.

#### **4. Working Times**

We will carry out the work during normal working hours Monday to Friday but may on occasion need to use a reasonable amount of overtime to achieve completion. It is a condition of this contract that your approval to such overtime is granted although we will endeavour to minimise any disruption or inconvenience.



Should any overtime or unsocial working hours be specifically requested by you, other than any special arrangement charged for and agreed on your quotation, it may be necessary for us to add extra costs, and these will be explained at that time and prior to the overtime or unsocial working hours commencing. We will need access to the relative property at all reasonable times whilst the work is being executed and would expect free use of water, electricity, and gas to enable us to complete the work in accordance with this Contract.

## **5. Balance**

Full balance to be paid on the same day work is completed, we accept payment by credit/debit card, bank transfers, cash and cheques payable to Hynes Plumbing & Heating Ltd.

Whilst we make every effort to ensure your property is protected, there are times when accidents occur, should repair work be necessary following any damage to your property, you may withhold a maximum of 10% of the remaining balance until completion of any repair work. Once any repair work is completed, the remaining balance shall be paid in full.

## **6. Late Payment**

If you do not settle your outstanding balance immediately following the installation, you may incur late payment charges and your credit file could be affected.

## **7. Duration of Quotation**

Your quote is valid for 30 days and we must begin the work within 60 days of your acceptance. After this time your quote may change subject to the cost of materials and or business costs. We will confirm any changes before the commencement of any works.



## **8. Guarantees and Warranties**

The boiler itself will be registered by us directly, and guaranteed by the manufacturer. The manufacturer's guarantee will depend upon the manufacturer and model of the boiler. The validity of the manufacturer's guarantee will be subject to the boiler being serviced every 12 months by a Gas Safe engineer. Please be aware that your boiler will be registered within 48 hours of all invoices being settled in full.

All new central heating systems/upgrades carry a comprehensive 1-year parts and labour installation guarantee from the date of installation provided by Hynes Plumbing & Heating Ltd. No guarantee can be given however on the integrity or suitability of any existing components being connected to and the company cannot be held responsible for the failure of any such components or defects existing within any part of the original system i.e., radiators, pipework, showers, taps etc. Where products are connected to existing hot & cold-water pipes, tanks, or cisterns, the installation assumes that the existing plumbing system is in satisfactory condition.

Unless otherwise stated in the quotation, the guarantee does not cover drains or defects due to fair wear and tear, the replacement of lamps/ bulbs and fuses or any causes beyond the company's control. If any repairs, alterations or additions to the equipment, installation and/or apparatus are carried out by a person who has not been authorised by Hynes Plumbing & Heating Ltd the guarantee may be rendered null & void

## **9. None Hynes Plumbing & Heating Ltd supplied equipment and materials**

Predominantly we only provide a supply and instal service. However, from time to time we may agree to installer items provided by customers. In this case any items not supplied by the Hynes Plumbing & Heating Ltd will where possible and reasonable inspect the items for both subtlety and damage and we will make the customer aware if any defaults / application problems are found. It will be the customer's responsibility to obtain a replacement. If at any time we must stop work while replacement items are obtained, we may charge for these delays. These charges will be discussed at the time.



## **10. Combination Boilers**

Where combination boilers are supplied, hot water flow rates will be reduced if more than one tap or outlet is used simultaneously. This is not a fault and is a characteristic of most combination boilers.

## **11. Dangerous Materials**

The price we quote does not include the cost of removing any dangerous waste materials, such as asbestos, that we could not reasonably identify when we gave you your quote. You can call a specialist contractor to remove these dangerous materials, or we may be able to arrange for them to be removed at an extra cost. When asbestos is removed, you will need to produce a 'clean air' certificate, which you can get from the asbestos removal company, before we can continue to work at your property.

## **12. Non-Dangerous Materials**

The price we quote includes removing all non-dangerous materials, including your old boiler and central heating parts we replace. We aim to recycle as much waste possible. We hold a waste carriers' licence and only work with registered waste management firms. All materials removed including copper work, boiler and burner removed during installation will become the property of the Hynes Plumbing & Heating Ltd unless agreed at time of quotation.

## **13. Time Frames**

Any time frames we give you are our best estimates, and we will do what we can to keep to those time frames. Where there are likely to be delays, we will let you know as soon as possible and agree new time frames with you. The time it takes us to complete the work has no effect on the price we quoted you. If your installation is delayed, rescheduled or overruns, Hynes Plumbing & Heating

Ltd will not be held liable for any potential loss of earnings, annual leave, or time away from work.

## **14. Lifting Flooring**

We may need you to lift carpets or take up all or some other floor coverings, including tongue-and-grooved floor coverings and parquet hardwood, rubber, or tiled floors, so we can complete the work. We will give you as much notice as possible if we need you to do this.

You can call a specialist contractor to do this work, or we may be able to do it for you at an extra cost. If we do any of this work for you, we will not be responsible for any damage caused and it will be your responsibility to put the flooring back once the work is completed.

## **15. Damage / Redecoration**

We will take care to carry out the work without causing damage to your property. If we cause unnecessary damage because of negligence, we will put it right. Sometimes the work means we must create access if there is not enough room for pipework or wiring in place to install the boiler, this can cause damage to things like inside and outside finishing's such as wall coverings and paint. 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 will be responsible for this.

## **16. Boxing in of Pipework**

The quotation does not include boxing in of any pipework. You can call a specialist contractor to do this work, or we may be able to do it for you at an extra cost

## **17. Landlords Permission (If required)**

If you are a tenant, you will need your landlord's permission before you can allow us to start the work, and we may need you to give us evidence that you have got this permission. If we carry out work at the landlord's property and you have not got permission or have given us false or inaccurate information, you will compensate us for any losses we suffer because of your failure to get your landlord's permission.

## **18. Listed Buildings**

If your property is a listed building, it is your responsibility to make sure that you get any permission you need before we start the work, and we will need evidence from you that you have got this permission. If you do not get the permission you need, you may be prosecuted in the criminal courts. We will not be able to start any work if you have not got the appropriate planning permission or if you are unable to give us evidence that you have this permission. If we carry out work at your property and you have given us false or inaccurate information, you will compensate us for any losses we suffer because of your failure to get the permission you needed, which may include court fines and penalties

## **19. Gas Supply**

You will need to have an adequate gas supply to your property before we can start the work. We have made all reasonable efforts to ensure that the relevant size and supply levels are available in your home before starting work. Once your boiler has been installed a check will be completed as part of the commissioning process to ensure that the manufacture required gas supply is present. If the supply falls below the manufacture requirements rectification works may be required. For example, upgrading the gas pipe size within your home.

This work is not included within your quotation. We will confirm the costs of any works needed before commencement. In addition, we are required to carry out a gas soundness test on any new boiler or heating system. Should there be any leak or defect within the existing gas pipework we would have no alternative but to condemn the supply or take steps to make the supply safe as necessary or re-pipe the supply.

Although a rare occurrence, any such work is totally unforeseen and may have to be charged as an extra amount to that stated on the contract. Please be aware that if you refuse to complete any gas supply works that are needed, we will not be able to commission your boiler. This is to protect you and your home.



## **20. Cleaning Your System**

We recommend a MagnaCleanse with your installation to remove sludge and other waste from your central heating system. If you need a deeper clean, we will recommend your system is Power flushed (this will be an additional cost). Our engineer will also tell you what other work is needed to avoid future problems. We may suggest you correct any design faults that may cause the problem to return. Power flushing a central heating system does not come without risks. These can include but are not limited to leaks on pipework, fittings, and radiators if there are any weaknesses in the existing system. We will take all reasonable steps to prevent any failures but cannot be held liable. Any works to rectify systems faults will be chargeable.

## **21. Beyond Our Control**

We cannot be responsible if we cannot meet our responsibilities because of things beyond our control including, for example, poor weather conditions, industrial disputes and strikes (that we are not directly involved in).

## **22. Engineers**

To carry out the work as quickly as possible, we may use one of our approved installers. All installers that we use are fully qualified, Gas Safe registered and carry identity cards. We are responsible for the approved installers we use.



## **23. Back Boiler & Fireplace Conversions (Not Included in Quoted Price)**

The following conditions apply where work involves the removal or conversion of a back boiler system that is connected to, or located behind, an existing open fire, gas fire, or fireplace.

### **23.1 Existing Fires and Fireplaces**

Unless specifically stated on your quotation, our price does not include the removal, replacement, reinstatement, or alteration of any fire, fireplace, surround, hearth, chimney, flue, or associated finishes.

### **23.2 Disconnection of Existing Fire Appliance**

Where a back boiler is removed or converted, any existing fire or fireplace appliance will be disconnected as part of the works. Unless you have been specifically quoted for the removal or replacement of the fire, the appliance will not be reconnected.

### **23.3 Use of Fire After Disconnection**

Once disconnected, the fire or fireplace appliance must not be used. It is not possible for us to make the appliance safe for use without carrying out additional works that are not included in the quoted price. If the fire or appliance is used after disconnection, this will be entirely at the customer's own risk, and Hynes Plumbing & Heating Ltd accepts no responsibility or liability for any damage, injury, or loss that may arise as a result.

### **23.4 Condition and Compliance**

We cannot guarantee the condition, safety, or compliance of any existing fire, flue, chimney, or fireplace once disturbed. Any work required to bring these elements up to current safety or building regulations is not included unless expressly stated in writing.

### **23.5 Additional Works**

If further works are requested or required in relation to the fire, fireplace, or chimney, these will be quoted and agreed separately before any additional work is carried out.



## **24. Your Right To Cancel**

You are entitled to cancel this agreement. If you want to cancel, you must do this in writing either by e-mail or send a letter by recorded delivery or registered post (or deliver it personally) to Hynes Plumbing & Heating Ltd, 16 Chestnut Grange, Glenavy, Crumlin, BT29 4GR, or by email to [hynesplumbingheating247@hotmail.co.uk](mailto:hynesplumbingheating247@hotmail.co.uk) at any time within 14 days starting from the date you accept the quote. Your notice will apply as soon as you have posted or emailed it to us. If you cancel this contract after the 14 days, we may have to keep some or all your deposit to cover our reasonable costs. We will try to keep these costs to a minimum. If we have seriously broken our duties to you, as set out in this contract, you have a right to cancel and receive a full refund.

## **25. Your Right To Cancel**

We can cancel this agreement at any time by giving you written notice. If we cancel this agreement without good reason, we will pay you any reasonable costs you have to spend or losses you suffer as a direct result of our cancellation

## **26. If you are unhappy.**

We always aim to provide excellent customer service and provide a high standard of workmanship. However, if at any point you are not happy with any element of our work, we want to hear from you. Please confirm your concerns in writing / email to us as soon as you become aware. This must happen within 6 months of the completion of works. We will fully investigate your concerns, this may require us to visit your property, complete checks and/or engage with partners like product manufacturers. If access is not granted, we may not be able to resolve your concerns. We reserve the right to complete repairs as needed.



## **27. Consumer credit terms and conditions.**

### **27.1 - Regulatory Disclosure**

Hynes Plumbing & Heating Ltd (FRN 830143) is authorised and regulated by the Financial Conduct Authority. Hynes Plumbing & Heating Ltd act as a credit broker and not lender and do not receive a fee for the introduction. Credit is provided by a range of hand selected lenders who are all authorised by the Financial Conduct Authority. Finance options are offered subject to status and credit check which must be completed before the commencement of works. A 14 day cooling off applies to all applications. If cancelled within 14 days alternative payment of full outstanding balance must be made.

### **27.2- Applications**

All applications for finance will be completed via the selected lenders online application system. The lender will provide a online application form that will be completed by yourself as the consumer via a link sent to you by Hynes Plumbing & Heating Ltd or with the Hynes Plumbing & Heating Ltd representative that visits you face to face. Hynes Plumbing & Heating Ltd only offer fully electronic applications for this reason you must have an active e-mail address to apply.

Finance must be requested at the point of quote acceptance and completed with an accepted decision before your installation can be scheduled and commence. No applications will be submitted after work has started.

### **27.3- Acceptance**

Acceptance is at the selected lenders discretion and will be subject to a full credit check completed via the lenders online system. Full details of what credit agency's the lender will use will be provided prior to application.

All decisions are made by the selected lender solely. Hynes Plumbing & Heating Ltd have no control over the decision made and cannot influence the outcome in any way shape or form.

If our panel of lender are not able to offer a finance solution other payment method must be agreed before work commences.

## **27.4 - Eligibility**

Customer eligibility criteria must be met before an application can be completed. Details of minimum criteria can be provided upon request.

## **27.5 - 14 day cooling off period**

You will have the right to withdraw from the finance agreement, without giving any reason, for a period of 14 days. The 14-day period will begin on either (a) the day after the agreement is made (which is when it is signed on lenders behalf at the same time as you sign) or, if later, (b) the day after you receive confirmation that your finance agreement has been accepted, without any changes to the form that you have already signed and retained. Details of how to withdraw will be provided by the lender at the time of application. The agreement and any ancillary service contract will be treated as if it was never entered.

You must then repay the lender without delay (and no later than 30 days after giving notice) any credit provided. You may repay the credit by credit card or cheque. Arrangements to settle any outstanding invoice in full must be made if the 14-day cancellation rights have been enacted. Failure to do so will result in action taken to recover Hynes Plumbing & Heating Ltd amount due in line with our normal non-payment producers (please see standard terms and conditions for information)

## **27.6 - Deposits and limitations**

Hynes Plumbing & Heating Ltd offer a range of deposit options when using finance as the method of payment. Please see below the breakdown of Hynes Plumbing & Heating Ltd deposit and limitations

- Interest free credit is offered with a minimum deposit of 25% of total job value including all parts, labour, and VAT. A higher deposit can be paid at the discretion of the customer.
- Interest bearing finance is offered with no minimum deposit required. However, at the customer's discretion a deposit can be paid.
- Buy Now Pay Later finance is offered with no minimum deposit required. However, at the customer's discretion a deposit can be paid.



## **27.7 - Commercial Credit Options**

Hynes Plumbing & Heating Ltd offer commercial finance for installations between £3000 and £1,000,000 via Mitsubishi HC Capitol commercial finance solutions on a hire purchase bases. Terms and conditions are subject to status and individual circumstances and would need to be agreed before any works commence. Please speak to a member of the team for more information.

## **27.8- Satisfaction Confirmation**

When your installation is complete during the hand over process you will be requested to complete the lenders Satisfaction confirmation note to confirm that the installation has been completed. This will be sent to you via email on the last day of your installation and you will need to sign on the day of completion. This confirmation is your authorisation for Hynes Plumbing & Heating Ltd to obtain payment from the lender and to commence your credit contract. The lender will confirm your first payment date at this stage.

## **28. Complaints**

A copy of our full complaints policy can be found on our website.

## **29. Privacy**

A copy of our full complaints policy can be found on our website.