



Terms & conditions

Please read this document carefully as it will tell you everything you need to know about how we deal with each other when we carry out works in your home. If you have any questions, please let us know before you agree for BroadOak to start work.

Our Responsibility:

1. We will carry out the work set out on your quote for the price that is stated or the pre-agreed hourly charge under the following terms and conditions.
2. We will ensure that all employees/sub contractors working for BroadOak Services are competent, trained, courteous and carry the relevant qualifications/accreditations. 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. We are responsible for the approved installers we use.
3. If during the course of our work any further work becomes necessary, because for example, matters to come to light, which could not have been foreseen during our initial assessment, which will cause an increase in cost, we will let you know what these extra costs will be and will only carry out additional works once we have your acceptance. If you are not happy with the increase in cost you have the right to cancel the contract. You will however be charged for any works already carried and parts/materials used up until the time you cancel.
4. 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 'site clearance for reoccupation' certificate, which you can get from the asbestos removal company, before we can continue to work at your property.
5. The price we quote includes removing all non-dangerous materials, including your old boiler and central heating parts we replace.
6. Any time estimates 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, except where the job has been agreed on an hourly basis. We cannot be held responsible for delays that are outside of our control.
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7. In addition to your statutory rights, we will, if we can, pass on to you the benefits of any guarantees provided by manufacturer of supplier of any parts/materials used in the course of the work. We guarantee workmanship from a period of 365 days after your invoice date (unless stated on your quote).

8. Where we have connected new equipment to your existing system, we cannot accept responsibility for the cost of repairing or replacing parts of your existing system that later develop faults, we will try to foresee any issues and discuss them with the client.

9. We will test your water supply pressure before we start work. As water supply rates can change, we cannot be responsible for your central-heating system failing to work properly because your water supply becomes inadequate or keeps changing.

10. We cannot be responsible if we cannot meet our responsibilities because of things beyond our control including, for example, poor weather conditions and industrial disputes.

Your Responsibility:

1. Your quote is valid for 30 days and we must begin the work within 60 days of your acceptance. After this time your quote will no longer be valid and you will need to get another quote. We reserve the right to withdraw any quotation at any time.
2. You will ensure that all furniture, furnishings, fixtures and fittings are removed so that we can carry out our work in a safe, accessible manner, unless we have agreed to do this as part of the work. If this is not adhered to, our employees/subcontractors may abandon works at no notice.
3. You will cover and protect all items of furnishings, carpets etc that are not removed – We will not be held responsible for dust/damage etc to these furnishings if they are not adequately protected by you.
4. 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 only be responsible for any unnecessary damage caused directly by our negligence and it will be your responsibility to put the flooring back once the work is completed, unless prior agreement has been made for us to do so. If this is the case it will be clearly stated in our quotation.
5. 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 have to create access if there is not enough pipe work or wiring in place to install the boiler/radiators and this can cause damage to things like inside and outside finishing's such as wall coverings and paint. You may need to redecorate, repair



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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.

6. 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.

7. 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.

8. You will need to have adequate gas and electricity supply to your property before we can start the work. We can put you in touch with a gas or electricity distribution company to arrange this if you need us to.

9. We recommend you pay for an aftermarket Magnetic inline filter to be fitted to your installation to remove sludge and other waste from your central heating system. (This may have been quoted for.) If you need a deeper clean, we will recommend you pay for a system Power Flush. (This may have been quoted for.) 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 any problems to return.

10. Any faults arising as a result of power flushing your existing system; such as pin holes in radiators or pipe work, we cannot accept responsibility for. We will give you a fixed price repair to resolve these issues.

Payment:

1. You may need to pay a deposit (this will be shown on your quote letter) when you accept the quote.

2. Payment is due on completion of works (unless otherwise stated). You must pay the amount quoted to you (plus any agreed extras) and VAT.

3. Should payment not be made on completion of works (maximum of 3 days after works have completed), we may charge interest at the rate 8% above the base rate. We may also pass the debt onto our debt collection agency, start legal proceedings to collect the debt and further charge court costs and legal fees to you.



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Cancellation:

You are entitled to cancel this agreement. If you are thinking about cancelling, please call **at the earliest opportunity or at least 14 days prior to** starting date. Your notice will apply as soon as you have phoned or emailed us. If you decide to cancel this agreement, once the work has started we have the right to redeem any expenses from you that we have incurred during this time.

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.

Your quote, together with these terms and conditions, sets out the entire agreement between you and us. Nobody else will be able to benefit from this agreement. This agreement is governed by the laws of England and Wales.

Using personal information:

We or our agents may use your information to do the following:

- Provide you with the services you have asked for (which may include loyalty and incentive schemes).
- Offer you accounts, services and products from us and our partners. To help us make these offers we may use an automatic scoring system, which also uses information about you from other credit-reference agencies and other companies.
- Help run, and contact you about improving the way we run, any accounts, services and products we provide or plan to provide.
- Create statistics, test computer systems, analyse customer information, create profiles and create marketing opportunities. This includes using information about what you buy from us and how you pay for it, for example the amount of gas or electricity you use and any discounts we have offered you.
- Help to prevent and detect debt, fraud or loss.
- Help train our staff. We may also monitor and record any communications we have with you, including phone conversations and emails, to make sure that we are providing a good service and to make sure we are meeting our legal and regulatory responsibilities.
- Contact you in any way including by post, email, phone, text message or other forms of electronic communications (such as through your smart meters) or by visiting you about products and services we and our selected partners are offering. When we contact you, we may use any information we hold about you to do so. If we are contacting you to tell you about any offers, we will, as far as possible, do this in line with how you have told us you would prefer to receive marketing information (your recorded marketing preferences). You can ask us not to send you any information on our offers at any time by contacting us and giving us your account details.
- We may pass your address, property and postcode, and details of your gas appliances, flue, hot-water cylinder, system controls and electrical installations (including details of any repairs or removals) to organisations that supervise these activities, including Gas Safe and the ECA (Electrical Contractors Association). These organisations may pass this information to local authorities to meet building regulations. They may also use this information to contact you to in-



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spect appliances or systems, recall faulty products and carry out audits. They may also use this information for health and safety purposes.

Making a Complaint

We pride ourselves on customer care, service & workmanship before, during and after any works we carry out for you. If you are unhappy with our services and wish to make a complaint, please check first that the matter about which you are concerned does come within the scope of the work that we have carried out. If you are still unhappy please contact us at-

BroadOak Plumbing & Heating Dursley Cross Farm, Gloucestershire, GL17 0RA

If, in the rare instance, the complaint is something that we cannot resolve over the phone instantly, we will advise you to make a formal complaint in writing to us by email or post. We will respond to your complaint within 28 days from the date of the complaint.

If there is anything that you are unsure of please contact us we will be more than happy to help.



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