

## **Standard terms and conditions**

1 No variation to these conditions shall be binding unless in writing between “Qualitas Altus Service Ltd” and our customers.

2 “Interpretation”:- 2.1 “Qualitas Altus Services Ltd” also trading as “QAS Ltd ” and “QAS” which hereafter may also be referred to as “We” or “Us”.

2.2 "Customer" means any person or persons, business or public body accepting an estimate or quotation or requesting work to be carried out or goods to be supplied, either verbally in person or by telephone or in writing including electronically (i.e. email or facsimile). The customer hereafter may be referred to as “You” or “Your”.

2.3 "Goods" means any materials, item or items supplied by “Us” including all sundries.

2.4 "Work" or "Installation" means any work including labour, materials and sundries carried out by employees of or subcontractors to “Us”.

3 “Orders” 3.1 “You” will be responsible to “Us” for ensuring the accuracy of the terms of any order or request for goods or works to be carried out with regard to amounts, and positions where goods are to be installed (e.g. number & positions of radiators). If no detailed instructions are given, “We” will install goods supplied where we consider the best position to be, any subsequent alterations will be chargeable to “You”.

3.2 Orders received on behalf of a third party, (i.e. tenant or letting agent on behalf of landlord) will be invoiced to the person, company or agent that initially requests the work to be carried out, if the third party had not confirmed to “Us” in writing requesting the work to go ahead and refuses to pay.

4 “Delivery and Commencement of work” “We” shall not be liable for any delay in delivery of goods or commencement of work howsoever caused. Time for delivery of goods or commencement of work shall not be of the essence unless previously agreed by “Us” in writing.

5 “Works/installations” 5.1 All estimates/quotes are based on the work being carried out between the hours of 8am and 5pm Monday to Friday excluding Public Holidays.

5.2 “We” may employ without notice to “You” subcontractors to carry out the work/ installation in whole or part.

5.3 “We” shall be entitled to make a reasonable additional charge if there are any unforeseeable problems with any installation beyond “Our” control, (e.g., if when making a hole in brickwork the wall is found to be weak and collapses and needs re-building, or on removal of an existing fitment (e.g. boiler or bath) the floors or walls are found to be rotten or weak and need replacing to support a replacement).

5.4 If an quotation is for additions or modifications to an existing system, “We” will carry out the work detailed in the quotation properly but do not accept responsibility for any subsequent malfunction which may arise from a defect which was already present on the existing installation and any work necessary to correct the defect will be chargeable to the customer. “We” will take every care to ensure existing elements of any installation are compatible with any goods (e.g. a new boiler or fire) recommended by “Us”, but cannot be held responsible for any unforeseeable problem that may arise from any pre-existing installation fault (e.g., if “We” recommended the installation of a gas appliance as a replacement of an existing appliance and connect the new appliance to an existing suitable flue system, which then fails to safely remove the products of combustion).

5.5 “Chemical Power flushing” All Powerflush work will be carried out subject to these and additional “Power flushing Terms and conditions“

5.6 Any work carried out by “Us” on advice from a manufacturer’s technical department or technical telephone helpline, will be acted on in good faith, but “We” cannot be held responsible for any manifest errors.

6 “You will be responsible for the following”:-

- a) Clearing and replacing furniture and other household objects, carpets, vinyl and special flooring such as parquet, tiling or hardwood from site of work including roof space. “We” will lift and refit softwood floorboards as required.
- b) Painting of pipes, radiators and other fittings, the reinstatement of decorations and plaster work. Note: the term "to make good" or "making good" means to repair walls to sand and cement render finish to allow for plastering.
- c) Gas & electricity supply, to operate and test gas appliances, & for power driven tools etc. Interruption of supplies that results in an aborted visit will be charged to “You” at our minimum labour rate.
- d) Access to all areas in which work is to be carried out, or goods to be stored (e.g. keys to access locked rooms and cupboards including gas and electric meter boxes).
- e) “Parking Permits” in “Restricted parking areas”:- customers whose properties have restricted parking, where work is to be carried out, must inform “Us” of this at time of order. You must provide “Us” with a parking permit where required, failure to do this will mean any charges incurred by “Us” for parking a reasonable distance from the property, will be chargeable to “You”, including any local authority fixed penalty fines.

7 “General”:- 7.1 All work requested which “We” consider to be an emergency (e.g. water leak, gas leak or no central heating in an elderly care home) will take precedence over any other installation or repair work already commenced and will be attended to immediately.

“We” accept no liability for work not completed in the quoted time due to emergency calls.

7.2 You shall be liable for damage to, or loss of work carried out or materials or appliances delivered to the site except such loss or damage as is caused by “Our” negligence.

7.3 After carrying out any work which has required the gas supply to be turned off, “We” will re-light all pilots according to manufacturer’s instructions. “We” will not however be responsible for any extra work required to re-light pilots.

7.4 A gas soundness test will be made before and after any work involving interruption of the gas supply. If any leak above the legal limit is found to be present before interrupting the gas supply, the requested work will be carried out but the gas supply will not be left turned on unless the source of the leak has been traced and rectified. Any necessary work required to trace and rectify any leak not caused by “Us” will be chargeable to “You”.

7.5 The price of goods shall be the quoted price by “Us” and the price quoted will be valid for a period of thirty days. “We” reserve the right to increase the price of goods and labour by giving notice to “You” at any time before delivery of goods or commencement of work.

#### 8 “Payment”:-

8.1 “You” shall pay the full price for the goods and/or services on completion of delivery or work carried out unless otherwise agreed in writing by “Us” prior to delivery or installation. All goods and installations remain “Our” property until paid for in full.

8.2 Tenants in rented accommodation and letting agents managing property who request work to be carried out either verbally or in writing, on behalf of the landlord will become liable for payment if the landlord refuses to pay, see 3.2 above.

8.3 If “You” fail to pay for goods as requested on the due date, then without prejudice to any other right or remedy available to “Us”, then “We” shall be entitled to:-

- a) Charge interest on the amount unpaid at the rate of 3% per annum above the Bank of England base rate (both before and after any judgement) until full payment is made. (Any part of a month will be treated as a full month for the purposes of calculating interest).
- b) Charge “You” a minimum of £25.00 administration fee for any outstanding payment on issue of a second reminder to pay. For outstanding amounts of over £125.00, the administration charge will be 20% of the total sum of the amount outstanding up to a maximum administration charge of £50.00.

8.4 Dishonoured cheques issued by “You” or on “Your” behalf by a third party shall incur an administration fee of £10 in addition to any bank charges incurred by us in relation to the returned cheque.

9 “Guarantee” “We” guarantee installation work for a period of twelve months after completion; this does not affect the warranty of any product supplied, which may have a longer warranty period. Repair work to existing products may not be guaranteed as other parts of any pre-existing product may lead to a further failure.

10 If any provision of these conditions is held by any competent authority to be invalid or unforeseeable in whole or part, the validity of the other provisions of these conditions and the remainder of the provisions in question shall not be affected thereby.