TERMS & CONDITIONS

<u>Please read the following terms and conditions carefully</u>, as they will tell you everything you need to know about the agreement you will enter once you accept a written or verbal quotation from Tekton Property Services Ltd to install the items as described.

- 1. The price quoted is valid for 30 days, providing the work can be commenced within 90 days from the issue date of your quotation. If you decide that you would like to proceed with our company after this time, we will advise you on any change in price and send you a revised quotation.
- 2. TEKTON have quoted the cost of installing all the equipment as discussed with you and specified in your quotation. Once you have accepted this quotation, TEKTON will carry out all works necessary to complete the work described in our specification and this quotation subject to the terms and conditions below.
- 3. TEKTON will carry out all works specified in this quotation, at the price quoted and during normal working hours. Any variations or additions requested by you and carried out by TEKTON (including those variations which become apparent after the work commences) will be subject to an extra charge, no such works shall be carried out without first notifying you.
- 4. The time estimate provided for the completion of the installation is our best estimate of the likely time scales prior to the commencement of the installation, and we cannot accept liability for any costs, losses or expense of whatever nature, incurred by you as a result of any delays.
- 5a. Under Part 1 of Health Act 2006 (Employees have the right to work in air free of tobacco smoke) we are requested by law that occupants of the building(s) our employees are working within kindly refrain from smoking at all times.
- 5b. We request that pets should be kept restrained at all times as we can accept no responsibility for injury or loss of animals due to our employees.
- 6. The price specified in this quotation does not include the price of removing any dangerous waste materials such as asbestos found when installing your central heating. This will be subject to an extra charge by a expert removal company.
- 7. If you are a tenant, you may need your Landlord's permission to carry out the works outlined in this quotation. TEKTON will assume that you have obtained such permission. TEKTON accepts no liability/responsibility for any loss or damage arising from the failure to obtain such permission and you could be liable for the cost of the works.
- 8. Your order is accepted subject to the condition that you are responsible for ensuring that there is an adequate gas supply to the dwelling prior to the commencement of the work. We can put you in touch with Transco to arrange this if necessary. Where such supply is not laid to enable work to commence within 90 days of your quotation, TEKTON reserves the right to cancel your order and take no responsibility for any cost, damage or loss resulting from such cancellation.
- 9. All carpets, linoleum and special types of flooring, for example tongue and grooved parquet, hardwood, rubber or tiled floors must be removed as required by TEKTON prior to installation (unless otherwise agreed) and you shall be responsible for their replacement when the work is completed. In many cases, this removal and replacement is best left to a specialist contractor and you should seek advice accordingly.
- 10. The work will be carried out in a proper workmanlike manner but TEKTON cannot be held liable for any <u>unavoidable</u> damage caused to decorations, fittings and the like as a result of installing any new equipment as specified in this quotation or removing, replacing or disturbing existing pipe work, appliances, tanks, cylinders, consumer units, meters or any other fixtures and fittings.
- 11. Where TEKTON is required to connect new equipment to your existing central heating system or electrical system, they can not be held liable for any breakdown or poor performance of/or any damage caused to the existing system as a result of faulty pipe work, wiring or some other defect or malfunction of your existing system.
- 12. TEKTON cannot accept liability for any deterioration in the performance of the central heating system caused by the fluctuation in the water pressure provided by your water supplier.
- 13. TEKTON shall not have any liability for any failure to perform its obligations under this quotation if they are prevented from doing so by reasons reasonably beyond their control, including unforeseen circumstance such as industrial disputes, strikes. Lock outs, fire, accident, war or problems with the fabric of the building including the roof. TEKTON shall not have any liability for any indirect, special or consequential damage or loss, including loss of profit with the exemption of damage for death or personal injury. The total liability of TEKTON under this agreement shall not exceed the price paid. Further, should additional work be required as a result of unforeseen circumstances, you will be responsible for meeting the costs of such work.
- 14. Payment in full is due on presentation of invoice. If payment is not received within 7 days of presentation you will be sent a reminder of payment which must be paid with 3 days, if payment is not received after 28 days from presentation of original invoice, a debt recovery agency will be instructed to recover the monies on TEKTON's behalf, you will be liable for any costs incurred as a result of this action.
- 15. Manufacturer warranties apply to materials supplied, failure of these is down to the manufacturer to replace, and additional labour costs may be incurred if we are required to replace faulty goods which are not covered by parts and labour manufacturer's warranty