

TERMS OF BUSINESS



1. Definitions and interpretation
 1. the "Company" - Surefire Heat LTD, registered at Orchard Cottage, Bevis Lane, Wisbech, United Kingdom, PE13 4TY. Company number 12430649
 2. the "Client" - the company, Landlord, Agent or individual ordering works
 3. the "Premises" - the location the work takes places
 4. "normal business hours" means 8AM to 5PM Monday to Friday excluding all statutory holidays
 5. "out of hours" - 5PM – 8AM Monday to Friday, All day Saturday, Sunday and statutory holidays
 6. "equipment" - all equipment related to the heating system as installed on the premises
 7. "preventative maintenance" - service and inspection of equipment for safety or function
 8. "reactive maintenance" - all matters that relate to the failure of equipment
 9. "VAT" - value added tax
2. Engagement
 1. The Company may be engaged by:
 1. Homeowner/ Responsible Person
 2. Agent
 3. Client
 2. Engagement of the company can be made by:
 1. Email
 2. Phone
 3. Social Media – confirmation will be required via Clause 2.2.1 or 2.2.2
 4. Online Shop as hosted at www.surefireheat.com
 3. On going works shall be approved via an online portal where appropriate
 4. Where applicable, a Purchase Order will be required
 5. In some situations, a pre-payment in either part or full, may be required
3. Services
 1. Services offered by the Company include, but are not limited to:
 1. Domestic and Commercial Properties
 2. Natural Gas and LPG Gas appliance preventative maintenance
 3. Landlord safety inspections
 4. Central heating & hot water reactive maintenance
 5. Heating system installation
 6. System appraisal
 7. Maintenance Plans to the above effect
 2. The Company endeavours to be paper free, and as such will provide all documentation via an online link that will be supplied by email on completion of works
4. Premises and Equipment
 1. Any ordered works will take place in the relevant premises, and on the relevant equipment.
5. Replacement Equipment
 1. All equipment will be supplied via the Company's approved supply chain
 2. Replacement Equipment is not subject to a like for like policy. Therefore, any parts fitted may be of different brand or design. They will however provide the same function and control as approved by the appropriate body
 3. If equipment is not available, then at the Company's discretion, the Client may supply their own equipment
 4. Clause 9.1 is suspended in relation to Clause 5.2
6. General Client obligations
 1. The Client shall allow to the Company access to the Premises and the Equipment therein at all agreed times
 2. The Client shall allow the Company whilst on the Premises to use, without charge, gas, water and/or electricity necessary for the performance of any service or other work

TERMS OF BUSINESS



3. The Client shall allow the Company whilst on the Premises the free use of designated toilets and welfare facilities
4. The Client states that they are the beneficial owner of the Equipment or have the right to authorise any service or other work as required
5. The Client undertakes to comply with all safety regulations, statutory or otherwise, in force from time to time, and at all times observe, conform or comply with all statutory and other regulations applicable to the Equipment so as to provide a safe working environment for the Company.
7. Charges, Invoicing and Payment
 1. The Company charges in line with the annually reviewed pricing matrix
 2. The Company does not charge a callout fee, rather a Diagnostic Fee that covers the engineers travel and 1st hour labour
 3. Any additional expenses, such as parking, will be charged onward to the client
 4. The Client shall pay to the Company the invoices as produced
 5. All invoices are payable on presentation unless credit terms have been agreed
 6. All charges shall be made in accordance with the current pricing matrix, unless agreed
 7. Payment shall be made in full by Card, Direct Debit, BACS, Cash or Cheque, unless agreed
 8. All payments are subject to VAT
8. Online Sales
 1. All Sales made via the online shop are subject to the following terms and condition per product:
 1. First Call
 1. A First Call appointment can be requested for an additional charge. Normal Arrival time is 8AM to 9AM, although this can be slightly earlier or later. No refunds can be offered for a missed time slot
 2. If we are unable to accommodate you first call request prior to your appointment, we will refund the charge
 2. Fixed Fee Repair
 1. Repairs are affected to any system or boiler control, or component required for continual and safe operation required for heat and/or hot water as per your system design
 2. This is a repair option only, and as such does not include any upgrades to your system or boiler
 3. Any parts fitted are subject to clause 5.2
 4. This repair option does not replace Boilers, Cylinders or Main Heat Exchangers
 5. No access will be made under floors, walls, or other fixings to expose pipework or controls.
 6. Whilst no limit exists for repair, should your boiler or system be declared Beyond Economical Repair, no repair can be offered
 7. In the event of any repair not being able to be completed, a quotation will be offered to replace the boiler/system with a discount offered of the price of this Fixed Fee Repair
 8. No refunds will be offered for the Fixed Fee Repair in the event of any of the above clauses, nor if any fault is able to be repaired without the need for parts
 3. Magnetic Filters
 1. The company will supply and fit a magnetic filter of our choosing to install on your system. This will include the filter and valves to isolate and clean for future servicing
 2. System Inhibitor will also be included in the price for added protection
 3. In the event a filter cannot be fitted to your system a full refund will be offered
 4. Chemical Clean and Protect

TERMS OF BUSINESS



1. Chemical treatment of your system to loosen and remove sludge deposits
2. Includes 2 x visit to clean and protect your system
3. A chemical clean is not guaranteed to resolve your circulation issues, and in this event, no refund will be offered

9. Warranties

1. Warranty is provided for a period of 12 months on any replacement equipment or new installation
2. Extended warranties are held with the Manufacturer of the equipment, and the Client must contact said manufacturer to make a claim
3. Warranty is provided for a period of 12 months on the labour element of 9.1
4. A Free of Charge Recall period exists for 28 days following the completion of a repair
5. Any fault found that does not relate to warranty or recall will be charged in full
6. A gas appliance service or safety check is not a guarantee of continued operation, and therefore carries no warranty or liability. It is a check of the appliance as found at the time of service

10. Insurance, Limitations & exclusions of liability

1. The Client shall maintain or cause to be maintained insurance against loss or damage to the existing structure, its contents, and to the Premises and to the Equipment therein, by fire, explosion, storm, tempest or flood, the bursting or over-flowing of water tanks and/or pipes, earthquake, air-craft or other aerial devices or articles dropped therefrom, riot or civil commotion and act of terrorism. The Client shall further arrange that any subrogation rights against the Contractor shall be waived.
2. The Client shall pay any excess under any insurance policy. This may be reimbursed by the Company at the discretion of a Director
3. The Company shall maintain or cause to be maintained Employer's Liability Insurance as required by the Employer's Liability Insurance (Compulsory Insurance) Act 1969 and/or any other statutes, orders, regulations or directives in force from time to time.
4. The Company shall maintain or cause to be maintained Public Liability Insurance of not less than £5,000,000 in respect of any one event or numbers of events in any insurance year unlimited.
5. The Company shall not be liable to the Client or any other person or party at the Client's Premises or connected with the Client or its business for any direct, indirect, incidental or consequential or economic loss or damage except that covered by, but strictly limited to, the public liability insurance maintained by the Company as required by Clause 10.4
6. Should it be ruled that any part of the Client's Statutory Rights are infringed by any clause or sub-clause(s), the remainder of the Agreement will remain in force and only the sub-clause or sub-clauses within which such infringement or infringements occur may be deleted.

11. GDPR and Data Handling

1. The Company's IT and data systems GDPR and PCI DSS compliant
2. No data will be shared with 3rd parties unless required for business continuity