

Terms & Conditions

At All Aspects Property Maintenance Limited we aim to make everything as straightforward as we can.

Our terms and conditions are written in plain English and are as jargon-free as possible. If you would like any help or more information, please get in touch with us at info@allaspectslimited.co.uk.

Introduction

In these Terms & Conditions All Aspects Property Maintenance Limited (a company registered in England & Wales with company number 05718454) will be referred to as 'the Company', the person or organisation for whom the Company agrees to carry out works and/or supply materials will be referred to as 'the Customer' and the representative appointed by the Company will be referred to as 'the Engineer'.

Contract

The Company shall only be bound by quotes given in writing to the Customer & produced by a duly authorised representative of the Company. The Company shall not be bound by any quotes given orally or in which manifest errors occur. For the purposes of these terms, 'in writing' includes by email and any document which is set out in a hand-held device and any signature on a hand-held screen shall be treated as in writing.

Complimentary Servicing

The Company reserves the right at its sole discretion to refuse any complimentary servicing. Should the Company refuse to complete any complimentary servicing, no damages or expenses of any kind whatsoever shall be payable by the Company to the Customer.

Acceptance of Work

Written quotes sent by email must be accepted by replying to the email or using a link provided with the quote.

The Company may refuse any work at their discretion. The Company are also not bound to provide any quotes, if they do not wish to carry out the subsequent works based on any grounds.

Charges

The Company charges a minimum 1-hour labour fee, regardless of work carried out or time spent on site. If, for any reason, the Company are unable to carry out works during the allocated time on-site, the minimum 1-hour charge will still be applicable, plus the cost of any parts and materials and any additional labour time over that first hour.

Should parts be required to carry out works, where the Engineer does not have stock items on his van, the Engineer will collect from a local merchant, and incorporate this time into the final labour costs.

All charges are subject to the appropriate VAT rates.

Where the date and/or time for works to be carried out is agreed by the Company with the Customer, then the Company shall use its best endeavours to ensure that the Engineer shall attend on the date and at the agreed time. However, the Company accepts no liability in respect of the non-attendance or late attendance on site of the Engineer or for the late or non-delivery of materials.

All invoices are due for payment upon satisfactory completion of works.

Account Customers are by prior arrangement only and full payment is due by the agreed terms and no later.

If a job is complete, but there is snagging of any kind, the Customer shall still pay 90% of the total invoice amount upon completion of the works. The Customer should then allow the Company sufficient and fair access to correct any snagging; the Customer shall then pay the remaining 10% upon satisfactory completion.

Deposits may be required on larger jobs, or jobs that require special order or non-returnable items.

The Company will not supply any Guarantees, extended warranties, certificates, complimentary servicing or other documentation unless the balance of the invoice has been satisfied completely.

Materials

Collection of non-stock items is chargeable but:

- (a) Time must be kept to a minimum & reasonable.
- (b) If the collection time is likely to exceed 60 minutes the Customer must be additionally informed of the circumstances. For example, bank holidays and weekends.

Materials supplied by the Customer to be installed by the Company, but found to be incorrect/unsuitable or faulty, and consequently not installed, will still be subject to a minimum charge to cover the Engineer's time.

Quoted Work

Any quote supplied by the Company may be withdrawn by the Company at any time. If a quote is not accepted by the Customer within 28 days of issue, it will be assumed that the Customer has rejected it.

All quotes are based on a visual inspection by a member of our team and are provided under the assumption that our Engineers will not encounter any unforeseen circumstances that may alter the quoted labour costs, or materials & parts costs, and therefore alter the final costs. Any situation such as this will be brought to the attention of the Customer at the earliest possible time, and they will be notified of the quote recalculations. In addition to these points, there are other times that the final cost may differ from the original quote, such as:

- If the Customer adds to works to be carried out, after the quote has been supplied/accepted.
- If the supplier increases the price of materials or parts, after the quote has been supplied/accepted.
- If it is discovered that there has been an error in preparation, after the quote has been supplied / accepted.
- If there are additional works required, in order to complete the project in its entirety, that were not foreseen when the initial inspection was carried out and quote supplied. For example, if it transpires that there is asbestos present or other materials requiring specialist subcontractors.

- Only quotes in writing will be firm.

Any drawings or plans provided with a quote are given as a demonstrative tool to provide a visual representation of our ideas and in no way represent any part of a contract.

When a Customer accepts a quote, it is assumed that they have the necessary permissions/access for the Company to carry out the work. If the Company suffers any losses or penalties as a result of not having the necessary permissions, the Customer will reimburse any and all of these charges.

Written quotes sent by email must be accepted by replying to the email or using a link provided with the quote.

Defects

All defects of workmanship must be reported to the Company as soon as is reasonably possible and will be covered by the Company's workmanship Guarantee for 12 months. This Guarantee will only apply to work carried out and completed by the Company that has been paid for in full. The Customer must also allow the Company reasonable time for inspection and repair.

The Customer accepts that if he or she fails to notify the Company as aforementioned then the Company shall not be liable in respect of any defects in the works carried out.

If an inspection takes place and it becomes apparent that the defect is not the fault or responsibility of the Company, and is not as a result of our workmanship, the Company reserves the right to reasonably charge for the inspection and any works they are asked to carry out as remedial works, as per their standard charges.

The Guarantee shall be for labour only in respect of faulty workmanship for 12 months from the date of completion with the manufacturer's Guarantee in force.

The Guarantee will become null & void if the work or appliance that is completed or supplied by the Company is:

(a) Subject to misuse or negligence.

(b) Repaired, modified or tampered with by anyone other than a Company Engineer. The Company will accept no liability for, or Guarantee suitability of; materials supplied by the Customer & will accept no liability for any consequential damage or fault.

Work is Guaranteed only in respect of work directly undertaken by the Company & payment in full has been made. Any non-related faults arising from recommended work which has not been undertaken by the Company will not be Guaranteed.

The Company shall not be held liable or responsible for any damage or defect resulting from work not fully Guaranteed or where recommended work has not been carried out. Work will not carry a Guarantee where the Customer has been notified by the Engineer either verbally or indicated in ticked boxes or in Comments/Recommendations of any other related work which requires attention.

Limitation of Liability

It is the responsibility of the Customer to ensure all furniture, fixings and fittings are protected before the Engineer attends. It is also the responsibility of the Customer to ensure safe and sufficient access to the area in which the Engineer will work. The Company accept no responsibility for any accidental damages caused to furniture, furnishings fixings or fittings, should an Engineer need to move them to access the area in which he has been asked to work.

The Company's liability is limited to:

- Liability for personal injury or death resulting in the Company's negligence when on site.

- Reasonable and fair costs to repair any damages caused to Customers property, should this be as a result of the Company's negligence.

- The Company will not be held responsible for any damages or loss that occurs as a result of pre-existing defects or weaknesses within the property. If damage to brickwork or plaster is caused as a direct result of works carried out, it will be the Company's responsibility to make good. However, we cannot accept responsibility for any damage to wall coverings, tiles, carpets or other furnishings & furniture as a result.

- The Company will not be held responsible or liable for any damage caused as a result of investigative work or repairs carried out whilst on-site. This includes, but is not limited to, any damages caused by the removal of tiles and tiling, all floor coverings, internal and external walls and their respective coverings, bathroom suites, panels and furniture, ceilings and adjacent pipework.

Cancellation Rights Will Be Provided When Required

Notice of The Right to Cancel

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you have a right to cancel the contract during a period of 14 calendar days from the day the notice is sent or given to you. During that period if you choose to cancel the contract any money paid by you will be refunded.

However, if you have already given written approval for the work to begin before the end of the cancellation period you may be required to pay for goods or services already provided.

If you wish to cancel the contract, you must do so in writing and deliver personally or send (which may be by electronic mail or post) to the person named below. You may use a cancellation form (please call us on 0121 243 3977 and we will provide you with one) but you do not have to.

The notice of cancellation is deemed to be served as soon as it is posted or in the case of an electronic communication from the day it is sent.

Notice should be sent to:

Simon Carter
All Aspects Property Maintenance Limited
61 Walnut Close
Birmingham
B37 7PT

info@allaspectslimited.co.uk

Other Notes

The Company will not be held liable for being unable to carry out the work contracted to them by the Customer, due to forces beyond their reasonable control.

The Company cannot be held liable for any frozen pipes, damage caused by frozen pipes, or the removal of any blockages or subsequent damage bought on by frozen pipes.

The Company will not Guarantee any works that they have advised against carrying out. Likewise, the Company will not Guarantee any works where the Company has advised of any remedial works needed, either verbally or in written form, but this work has not been carried out. Where the Company agrees to carry out works on installations of inferior quality or over ten years old at that

date no Guarantee is given in respect of such works & the Company accepts no liability in respect of the effectiveness of such works or otherwise.

The Company is not liable for any loss, damage or subsequent repair of any existing pipework, fittings or appliances that are connected to the system to which we are attending, but which we do not directly work on. For example, existing radiators and pipework where a new boiler has been installed.

The Company will not Guarantee any works carried out by agencies under their instruction and will be covered by their respective Guarantees only.

All Gas Safe Engineers operate under their own Gas Safe licence number, and as such are solely responsible for any gas related works, and any subsequent liability. The Company is not liable for any such matters.

The Customer shall be solely liable for any hazardous situation in respect of Gas Safe Regulations or Gas Warning Notice issued.

No Engineer or other member of staff will enter a property where there are minors present, but no persons over the age of 18. Should there be adults present when the member of staff enters the property, but the situation changes and for any reason, they are to leave the minor in the property alone, the member of staff will also leave at the same time.

This website and its contents including logos and other intellectual property remain property of the Company and must not be copied, distributed or used in any manner other than is intended, without specific prior permission.

These terms & conditions & all contracts awarded between the Company & Customer shall be governed & construed in accordance with English law & shall be subject to the exclusive jurisdiction of the English law.

Your Statutory Rights are not affected.

Power Flushing

What is Power flushing?

Power flushing is the fastest and most effective way to flush heating systems, and minimal dismantling. We endeavour to cause as little disruption as possible.

We use a purpose-built power flushing pump, designed to cure the circulation and boiler noise problems caused by the accumulations of sludge, corrosion deposits and scale which are found in most ageing central heating systems.

The power flushing pump is temporarily connected into a heating system during the flushing process. The high-water velocity, combined with instantaneous flow reversal, dislodges and mobilises sludge and corrosion deposits.

A power flush can be extremely effective in cleaning systems that have corrosive problems as a result of a design fault, but we strongly recommend that any such design faults be rectified before power flushing commences.

The core component of a heating system is the boiler. When a boiler is replaced/upgraded, the boiler manufacturers Benchmark scheme requires that the system be thoroughly cleansed to BS7593:2019.

Are there any risks?

Whilst these occurrences are rare, customers need to be aware that;

The success of a power flush will depend on the level of heating system corrosion which has occurred beforehand. The process will cure most circulation problems but cannot undo the corrosion and gradual decay that has led to the need to power flush the system.

Whilst it is rare for a heating system to experience leaks after the power flush process, it is not possible to inspect a system internally beforehand, and the need to use a flushing and dispersing chemical for effective cleansing means that occasionally we may find a leak.

The advanced stage of corrosion required for such a situation means that the leak would have occurred imminently even without a power flush. We believe that it is better that it occurs whilst we are present to remedy the problem.

Systems which have been neglected over a period and/or have not been treated with an effective corrosion inhibitor, may have severely compacted corrosion debris, in the pipe work, radiators, or boiler, and it is possible that even after the power flush, some radiators may still not be fully

effective, or boilers on the margin of failure may cease working due to sludge and debris later breaking loose and collecting in the heat exchanger.

The price quoted allows for a standard power flush only, and if any of the above or further problems arise during or after the power flush then any additional work required would be carried out at an additional cost and we cannot hold ourselves responsible.

In our effort to be transparent as possible about this service, these terms and conditions allow you the opportunity to fully understand potential issues that may arise, although these issues are unusual, they do on occasion occur.