



City Technical Services UK LTD, Unit 1 Block 16 Clydesmill Industrial Estate
Clydesmill Place, Cambuslang, Glasgow, G32 8RF

City Technical Services UK Ltd - Terms and Conditions

In these conditions City Technical Services UK Ltd is referred to as “the Company” and the person signing the contract overleaf is referred to as “the customer”

1. All the terms of the contract between the Customer and the Company are contained in the document and written specifications (if any) provided to the customer. No variation of the terms shall bind either party unless such verification is made in writing and signed by the party to be bound.
2. The Company, having discussed with the customer the requirements for the installation of the product as listed overleaf, may need to conduct a survey to take detailed measurements and/or specifications and any contract is subject to the surveyor's report and findings. The Company reserves the right to decline the work on the contract should its surveyor(s) think fit to do so. Should this action become necessary, the liability of the Company in these circumstances is limited to the refund of any deposit paid by the customer and these sums will be returned immediately
3. Any changes in materials and/or specification from those detailed in the schedule overleaf will only apply when supported by the Company's contract variation forms, which must be signed by the customer.
4. Delivery/installation timescales are approximate and shall be deemed to commence with effect from settlement of all details of the order and receipt of payment of any deposit where applicable and are made subject to fires, strikes or lockouts and any other cause beyond the control of the Company interfering with its execution or completion of the Contract. Time shall not be deemed to be the essence of the contract.
5. We will conduct the work in normal working hours Monday to Friday but may on occasion need to use a reasonable amount of overtime to achieve completion. It is a condition of this contract that your approval to such overtime is granted although we will endeavour to minimise any disruption or inconvenience. Should any overtime or unsocial working hours be **specifically requested by you**, other than any special arrangement charged for and agreed overleaf, it may be necessary for us to add extra costs, and these will be explained at that time and prior to the overtime or unsocial working hours commencing. We will need access to the relative property at all reasonable times whilst the work is being executed and would expect the use of water, electricity, and gas to enable us to complete the work in accordance with the contract.
6. Due to the company's policy of continuous improvement, the customer shall have the benefit of any modification the company may make to its products and procedures albeit these changes may be made without prior notice to the customer. All alterations within the company's literature and that of its suppliers are subsequently intended as a guide only.
7. Any concession, latitude or waiver allowed by the company at any time shall be without prejudice to their strict and full rights under this contract and shall not prevent the company subsequently exercising such rights.
8. Payment of the contract balance is due immediately upon completion of the work to your reasonable satisfaction. When payments have been made to the company's agents or representatives, the customer must retain a copy of the contract or invoice with the payment indicated and receipted by the person to whom the payment is handed. Cheques must be made payable in favour of the company only. The company reserves the right to charge interest at 2% over bank base rate on any overdue balances daily until payment is made. **Romalpa Clause** – All goods supplied remain the property of the company even though installed until fully paid for and the company reserves the right of re-entry to remove any such goods whether fixed or otherwise, for which remain unpaid. The guarantee shall be invalid if payments are not made on the due dates and the above conditions not adhered to.
9. If the customer has entered into a credit agreement via the companies nominated finance providers, the terms of their agreement will apply as part of this contract. If the credit agreement is later cancelled, then subject to the terms of the 1974 consumer credit act, the contract balance will become immediately payable. **This does not affect your statutory rights.**
10. In the event of suspension or cancellation of the work at the request of the customer, or lack of instructions or delay on site caused by matters beyond the control of the company, any extra expenses thereby incurred losses suffered shall be chargeable to the customer along with a reasonable addition for administration and overhead costs. The condition shall not be constructed as to affect any statutory or common law rights of the customer.
11. It is the customer's responsibility to ensure that any licence, permit or other authority necessary for the execution of the work is obtained and that existing property boundaries are correctly defined.
12. Whilst every care will be taken by the company it accepts no liability for any damage to plaster work, decorations, flooring, etc, which may be consequent upon the conducting of the work detailed, unless specifically provided for in the schedule(s) overleaf.

Cuts or holes made to allow for equipment will be made good but not permanently finished or re-decorated. Floorboards will be re-installed or replaced where necessary but special and/or laminated floors cannot be permanently re-fixed. Any carpets which must be lifted will be re-laid to the best of our engineer's ability, however we cannot be held responsible for carpets which have been nailed or glued down. It should be anticipated that an amount of re-decoration may be required, and this will be the customer's responsibility and is not included in the price. Similarly, the company accepts no responsibility for damage which is attributable to structural defect or weakness unless such damage results from negligence on the part of the company, its servants, worker, or assign.

INSTALLATION WARRANTY

13. All new systems/upgrades carry a comprehensive 1-year parts and labour installation warranty from the date of installation. No guarantee can be given however on the integrity or suitability of any existing components being connected to and the company cannot be held responsible for the failure of any such components or defects existing within any part of the original system i.e. radiators pipe work, showers, taps etc. where products are connected to existing hot and cold water pipes, tanks, or cisterns, the installation is based on the assumption that the existing plumbing system is in satisfactory condition. Unless otherwise stated in the contract, the guarantee does not cover drains or defects due to fair wear and tear, the replacement of lamps/bulbs and fuses or any causes beyond the company's control. If any repairs, alterations or additions to the equipment, installation and/or apparatus are conducted by a person who has not been authorised by City Technical Services UK Ltd the guarantee may be rendered invalid.
14. Please be advised that in some instances to enable the installation to be satisfactorily completed, there will be a requirement to undertake the work in such a manner deemed outside the normal parameters. This may include access to neighbouring property. In this instance, it will be the customer's responsibility to arrange this access.
15. As it is necessary that all pipes are accessible, we will not normally bury them in solid floors or walls and pipes will be exposed in these situations. Boxing in of pipe work is **not** included unless specifically detailed overleaf.
16. Where combination boilers are supplied, hot water flow rates will be reduced if more than one tap or outlet is used simultaneously. This is not a fault and is a characteristic of most combination boilers.
17. It is responsibility of the customer to ensure a suitable gas supply and meter is available to the relative property. Where this is not the case the customer will need to organise a supply via Transco or any other suitable pipeline provider. A gas meter will also be required, which will need to be arranged separately with gas supplier. Any costs incurred for the same are to be borne by the customer and are in no way part of this contract unless specifically included overleaf.
18. **The price we quote does not include the cost of removing any dangerous waste materials, such as asbestos, that we could not 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 the reoccupation' certificate, which you can get from the asbestos removal company, before we can continue to work at your property.**
19. The price we quote includes removing all non-dangerous materials, including your old boiler and central heating parts we replace.
20. The contract price quoted is subject to any changes in Value Added Tax.

Radiators & Towel Rails

New radiators or towel rails where supplied and installed by City Technical Services UK Ltd as part of a new central heating system or system upgrade are covered by the company's comprehensive 1-year parts and labour warranty from the date of installation. Where a customer's existing radiators are being used and connected to, they will not be covered under the standard warranty and the terms and conditions of clause thirteen will apply. Separate rules will be applicable if one of the company's extended warranty schemes is affected on the date this contract is signed. Copies are available on request.

Mixer Showers & Electric Showers

Certain showers are compatible with both mains pressure and gravity fed water systems and will operate with either Conventional or Combination Boilers. However, there are hundreds of brands and models of varying ages installed which are not always easily identifiable. Some of these are specifically designed to suit the existing system and are **not** interchangeable. Although our representatives will endeavour to advise accordingly, we cannot be held responsible should an existing shower be incompatible on connection due to age or type.

General

As part of our responsibility, we are required to connect any new gas appliance to a gas supply that is safe. Consequently, we will need to conduct a gas soundness test on the first day of installation of any new boiler or heating system. Should there be any leak or defect within the existing gas pipe work we would have no alternative but to condemn the supply or take steps to make the supply safe as necessary or re-pipe the supply prior to installation work being conducted. Although a rare occurrence, any such work is unforeseen and may have to be charged as an extra amount to that shown overleaf.

Flow rates can fluctuate depending on the age and condition of the water supply and the time of day. The Company cannot be held responsible for Flow rates.

Where brickwork, stonework or other masonry must be made good e.g., original flue position from old boiler, we are unable to provide a match for the existing materials due to restrictions on availability and effects of weathering over the years. Wherever possible we will endeavour to provide a similar finish. Should a customer wish to provide his/her own materials for matching purposes the company cannot be held responsible for the quality of these goods.

We will not set or reset thermostats/programmers post install free of charge. It is the customer's responsibility to ensure they are satisfied with the instruction on use at the time of install.

Financial Services Complaints Procedure

All financial services complaints will be investigated and overseen by our Compliance Department.

The Compliance Department will:

- Acknowledge your complaint.
- Tell you who is investigating the matters raised and provide you with their address and telephone number.
- Carry out a thorough and impartial investigation.
- Do everything we can to resolve things as quickly as possible.
- Provide a written response within 8 weeks of receiving your complaint, informing you of the results of our investigation or explain why this isn't possible.

If you are not satisfied with the outcome of our investigation you may be entitled to refer your complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service

The Financial Ombudsman Service exists to help resolve certain complaints when we have not been able to resolve your complaint to your satisfaction. The scheme is entirely free to use.

You should contact the Financial Ombudsman Service within 6 months from the date of our written response. They will also look into your complaint if we have not provided you with a written response within 8 weeks of receiving your complaint.

You can contact the Financial Ombudsman Service:

In writing:

Exchange Tower, Harbour Exchange, London E14 9SR

By telephone: 0800 023 4567

By email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Boiler Warranty

Unless stated otherwise in 'Any special Financial or Processing Arrangements' (found on the front cover of the Customer Order Form) All Gas Boilers supplied and installed by City Technical Services UK Ltd carry 2 years, Manufacturer Backed, Parts and Labour Warranty. All warranties are subject to annual service history. Please note, the price of the service is not included in the cost of the new boiler. The annual service must be implemented by a Gas Safe Registered engineer. Proof of annual service will validate the boiler warranty throughout the selected warranty year period. It is the customer's responsibility to arrange the annual service. It is the customer's responsibility to retain all manuals, guarantees and warranties and to register these documents. We will not provide this service, nor will we provide copies post install. Should these conditions not be met the period of warranty will decrease depending on the manufacturer.

Notice of Right to Cancel

You, (The Customer) have the right to cancel this contract if you wish. This right can be exercised by delivering or sending written notice to City Technical Services UK Ltd at any time within the period of 14 days starting with the date of receipt of this notice.

This notice of cancellation is deemed to be served as soon as it is posted or sent or in the case of electronic communication from the day it is sent. If work on the above contract has begun, with your written agreement, before the end of the cancellation period, you may be required to pay for any goods or services supplied. Any related credit agreement will automatically be cancelled if the contract for goods and services is cancelled. You may use the cancellation form provided below if you wish to do so.

If you wish to cancel the contract you **MUST DO SO IN WRITING** and deliver personally or send (which may be by electronic mail) this to:

Cancellations, City Technical Services UK Ltd, Unit 1 Block 16 Clydesmill Industrial Estate, Clydesmill Place, Cambuslang, Glasgow G32 8RF

(Completed, detach, and return this form **ONLY IF YOU WISH TO CANCEL THE CONTRACT.**)

TO: _____

City Technical Services (UK) Ltd, Company Reg. No. SC287172, is Authorised and Regulated by The Financial Conduct Authority FRN912336. We are a Credit Broker not a Lender and provide Credit Plans from a Panel of Lenders.

I/We (delete as appropriate) hereby give notice I/We (delete as appropriate) wish to cancel my/our (delete as appropriate) contract.

Customers Name:

Customers Address.....

Signed

Date

Express request for work to commence.

By signing and returning this slip you are providing your agreement in writing to enable us to commence work within the 14-calendar day cancellation period which starts when the customer signs the contract and ends 14 days after all the goods relating to the contract are delivered to the customers home.

Please note: If you consent for work to begin within the cancellation period and you later exercise your right to cancel you will be liable for the cost of work performed up to the point of cancellation. If you the customer had taken funding through one of our panel of lenders and cancel that financial contract you understand that you would have to make alternative arrangements to pay for the works installed. You will also lose the right to cancel the contract within the cancellation period when the installation is finished. When this occurs, we City Technical Services UK Ltd can charge the full contract price.

Signed.....Date.....

Customer Name.....

Customer Address

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