

STANDARD TERMS & CONDITIONS

1. Introduction

These are our terms & conditions. They tell you:

- The rules for using our services
- What you can expect from G. RIXON LTD.
- Your rights and responsibilities

2. When these terms apply

Please ensure you read these terms before using our services. By using our services you are agreeing to these terms.

The latest version always applies and they may be updated from time to time.

3. What we mean by services

Anything offered by G. RIXON LTD. across all the trades we cover.

- Enquiries
- Estimates and quotations
- Installations
- Repairs
- Servicing
- Guarantees

4. Terminology

For the purpose of these terms & conditions the following words have the following meanings:

- Us/We/Our refers to G. RIXON LTD.

Registered office: Wynot Heath Road Soberton Hampshire SO32 3PQ

Registered as a limited company in England & Wales. Registration number 03828526

VAT registration number: 504002419

- You refers to you the customer (the person or organisation for whom we agree to carry out work and/or supply materials).
- Practical completion refers to works completed to an extent the installation can be used for its intended purpose but small or minor defects may still exist.
- Operatives refers to the representatives appointed by G. RIXON LTD. to carry out work.

We reserve the right to refuse or decline to undertake any work.

We reserve the right at our absolute discretion to designate the trades person or trades people who will represent us.

5. Hourly rate work

The total charge to you will consist of the costs of:

- Labour (the amount of time spent by the operatives carrying out work, discussing and/or advising on work) including all reasonable time spent in obtaining non-stocked materials, charged in accordance with our current hourly rates.
- Materials supplied by us are charged at cost + 30%.

All charges are subject to VAT at the applicable rate.

6. Quotations

For quotations the total charge to you will be given as a firm cost (manifest errors exempted) inclusive of labour and materials.

All costs are subject to VAT at the applicable rate.

Where a written quotation has been supplied to you the total charge outlined in the quotation should not exceed the actual charge but may be revised in the following circumstances:

- If after submission of the quotation you instruct us (in writing or verbally) to carry out additional work not referred to in the quotation.

- If after submission of the quotation there is an increase in the price of materials.
- If after submission of the quotation it is discovered that further work needs to be carried out which were not anticipated when the quotation was prepared.
- If after submission of the quotation it is discovered that there was a manifest error when the quotation was prepared.

7. Estimates

For estimates the total charge to you will be given as an estimated cost (manifest errors exempted) inclusive of labour and materials.

All costs are subject to VAT at the applicable rate.

Where a written estimate has been supplied to you the total charge outlined in the estimate should not exceed the actual charge by more than 20%, but may be revised in the following circumstances:

- If after submission of the estimate you instruct us (in writing or verbally) to carry out additional work not referred to in the estimate.
- If after submission of the estimate there is an increase in the price of materials.
- If after submission of the estimate it is discovered that further work needs to be carried out which were not anticipated when the estimate was prepared.
- If after submission of the estimate it is discovered that there was a manifest error when the estimate was prepared.

8. Material collection

Collection of non-stock items is chargeable however:

- Time taken will be kept to a minimum and within reason and should not exceed 1 hour.
- In the unforeseen circumstances that the collection time is likely to exceed 1 hour you will receive prior notification of the reason.
- Only one trades person is permitted to leave the job to collect required materials or parts.

9. Invoices and payment

Upon your agreement for us to carry out quoted or estimated works a deposit payment may be required.

Upon practical completion of work you will be invoiced for which payment is due within 7 days.

If an invoice is not paid by the due date (without lawful justification) we reserve the right to pursue for any reasonable and foreseeable losses we incur as a result.

You accept sole liability to make payment in full.

Our preferred method of payment is by bank transfer but we also accept payment by cheque.

10. Time keeping

Where the date and/or time for work to be carried out is agreed we will use reasonable endeavour to ensure that the tradesperson attend accordingly.

We accept no liability in respect of the non-attendance or late attendance on site of the tradesperson or for the late or non-delivery of materials or parts unless we are deemed to be in breach of contract.

We will not be liable for any delay or for the consequences of any delay in performing any of our obligations if such delay is due to any cause beyond our reasonable control and we will be entitled to a reasonable extension of the time for performing such obligations.

11. Cancellation where there is a legal right to cancel

If you have entered the contract at a distance (for instance over the phone or by email) or an off premise contract (for example whilst face-to-face with us in your home), you may have a legal right to cancel the contract under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Please note this only applies to consumer customers and only applies if you have entered the contract as described, it does not apply where we have carried a site visit and then sent you a quotation by post or e-mail.

If urgent work has been requested you will not have a legal right to cancel the contract.

You have the right to cancel the contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day you enter the contract.

To exercise the right to cancel you must inform us of your decision to cancel the contract by a clear statement for example such as by letter or e-mail.

You may use the attached cancellation form (see page 5 below) but it is not obligatory.

To meet the cancellation deadline it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

If you would like work to begin before the cancellation period expires you must expressly request this by a clear statement such as by letter or e-mail.

You can agree for work to start within the cancellation period and you would still retain the right to cancel the contract within the cancellation period even if the work has already started.

If you cancel after the work has started you will have to pay for the work completed up until the point of cancellation. The amount you would be required to pay would be a reasonable amount that is proportionate to the total price agreed. You will lose the right to cancel if the work has been fully completed.

If you cancel the contract we will reimburse you all payments received. We would make any reimbursement without undue delay and not later than 14 days after the day on which we are informed of your decision to cancel the contract.

Reimbursement would be made by the same means of payment as any payment you have made to ourselves unless you expressly agree otherwise.

12. Cancellation where there is no legal right to cancel

If a customer cancels the contract outside of term 11 (as above), the customer is likely to be deemed to be in breach of contract. We are entitled to withhold/claim for any reasonable and foreseeable losses we incur as a result.

13. Complaints procedure

If you wish to make a complaint you can do this by telephone to 01329 834600, by e-mail to enquiries@g-rixon-ltd.co.uk, or by letter to G. RIXON LTD. Wymondley Heath Road Soberton Hampshire SO32 3PQ

On receipt of a complaint we will provide a response within five working days.

Where the complaint is of a more complex nature and a response will not be possible within five days the customer will be contacted within five working days and advised of this. The customer will be given an indication of how soon a full response will be made.

Where it is not possible for a complaint to be resolved the customer will be given a clear explanation in writing.

14. Guarantee

If the goods are covered by a manufacturer's warranty you will be advised of this and provided with the relevant documentation.

Any warranty that is provided does not affect your legal rights as a consumer, under the Consumer Rights Act 2015.

It is our responsibility to supply you with goods that meet your consumer rights. If you have any concerns that we have not met our legal obligations, please contact us.

15 Satisfaction

We are committed to providing a professional and quality service to every customer. If for any reason you are not satisfied with any work carried out by us you should inform us at your earliest opportunity.

You should allow us and if necessary our insurers the opportunity to both inspect and carry out remedial work where appropriate.

16. Guarantee

For your peace of mind we provide a 12 month guarantee on work carried out by us in respect of faulty workmanship only. This is active from the date of completion of work in addition to any manufacturer's guarantees.

This guarantee does not affect your legal rights as a consumer under the Consumer Rights Act 2015.

The guarantee will become null & void if any work carried out or parts or appliances etc. supplied by us is are:

- Subject to misuse or negligence.
- Repaired, modified or tampered with by anyone other than us.

We will accept no liability, consequential damage or fault for, or guarantee suitability of any parts or appliances etc. supplied by you.

We will not guarantee any work in respect of:

- Blockages in waste or drainage systems.
- Any work undertaken on instruction from you and against the written or verbal advice of us.

Work is only guaranteed in respect of work directly undertaken by us and full payment having been received. Any non-related faults arising from recommended work which has not been undertaken by us will not be guaranteed.

Where we agree to carry out work on existing installations no warranty is given in respect of such work with regard to the existing installation and we accept no liability in respect of the effectiveness of such work or otherwise.

We will only be liable for rectifying our own guaranteed work and will not be held responsible for any ensuing damage or claims resulting from other work overlooked or subsequently requested and not undertaken at the time.

We will 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 be guaranteed where you have been notified by us either verbally or otherwise.

We will be entitled to fully recover the costs or damages from you where other trades employed or instructed by you are negligent or by them carrying out faulty workmanship may make us liable to pay for those damages or carry out rectification work.

We shall not be held liable for any damage caused by leaks, spillages or breakages etc. unless we are deemed to be in breach of contract. Although all works are carried out with care you should ensure that you have appropriate insurance in place to cover any damage caused by leaks etc. and indemnify us accordingly.

17. Title to Goods

Goods supplied and delivered by us to you or your premises shall remain our property until paid for by you in full.

The risk in such goods will pass to you on delivery to you.

We expect customers to take reasonable care of the goods before the customer has paid for them.

If the goods are damaged whilst in your possession we may seek compensation from the customer.

18. General

These terms and conditions and all contracts awarded between us and you shall be governed and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of English Law.

G. RIXON LTD is a company in England number: 3828526

POWER FLUSHING (SYSTEM CLEANSING) ADDITIONAL TERMS & CONDITIONS

1. These terms & conditions are in addition to our standard terms & conditions and should be read in conjunction with them.
2. When instructing us regarding a power flush carried out you are confirming that you have read, understand and agree to be bound by these and our standard terms & conditions.
3. A power flush is a method of restoring heating performance to an existing heating system by pumping chemicals around the system to break down limescale and sludge deposits etc. The deposits are pumped out of the system to a drain until the system water runs clear. Finally a chemical inhibitor is added to the system to help prevent the build-up of such deposits in the future.
4. Although a power flush can be an effective way to restore and cleanse a system we cannot guarantee to completely clear all systems and on rare occasions the improvement in a systems performance is limited. This can sometimes be improved by a second power flush. On even rarer occasions blockages can exist in pipes etc. which may require further attention. If additional power flushing and/or further attention is necessary these works would be subject to additional charges.
5. Although power flushing is carried out carefully and professionally lime scale and sludge etc. can cause internal blockages and/or corrosion to heating systems and appliances. Depending on the extent of blockages and /or corrosion leaks may occur during or after the power flush. Power flushing does not cause leaks but it can reveal leaks that have previously been sealed by lime scale and sludge etc. The occurrence of such leaks is beyond our control and no liability can be accepted for damage caused as a result unless we are deemed to be in breach contract.
6. Any works required to repair any leaks etc. are chargeable. We would advise you of the requirement for such works and await your further instruction.

CANCELLATION FORM

To: G. RIXON LTD. Wynot Heath Road Soberton Hampshire SO32 3PQ

E-mail address: enquiries@g-rixon-ltd.co.uk

I/We (*) hereby give notice that I/we (*) cancel my/our (*) contract for the sale of the following goods/for supply of the following service (*):

Quotation number (if applicable):

Ordered on/received on (*):

Name of customer(s):

Address of customer(s):

Customer(s) signature (only required if this form is notified on paper):

Date:

(*) = delete as appropriate.