### Standard Terms, Conditions & Important Further Information –

#### Important Electrical Notes -

- All sockets, switches and accessories to be in a standard white finish unless otherwise specified.
- All down lights to be standard fire rated mains GU10 in a white finish with warm white LED dimmable lamps.
- This quote is based upon the assumption that the existing electrical system is safe and suitable to adapt onto and is in accordance with current regulations BS7671.
- Please be aware that power may need to be isolated for the duration of the works until it is safely ready to be energised and commissioned.
- For new or replacement fuse boards, installing an RCD circuit breaker does provide you with an essential safety device, however it can mean for older/existing installations that nuisance tripping can occur, our engineers will discuss this with you on site should it occur.
- Please be aware that if you have an active security alarm system connected, then should we need to isolate power for the works to be completed this may activate the alarm. Please ensure you have a relevant access code to hand and are able to contact your alarm provider should the need arise.
- Regards NICEIC certification, this will be issued upon receipt of full and final payment.

# **Important Plumbing & Gas Notes -**

- In the event of further failure of any other components within the existing heating system due to the age and condition of some of the appliances, Pennington's cannot be held liable for any failure of existing components post works, however we will communicate and discuss and advise of the necessary further repairs if required and any associated costs.
- If the existing waste pipework is found to contain a blockage, further investigation and repair works may be required, this will be discussed on site and a quote provided.
- When carrying out plumbing and gas alterations and upgrade works it can sometimes disturb the existing water, gas and waste pipework systems, we will endeavour to minimise the impact of these works however Penningtons cannot be held liable for any failure of these existing components subsequent works, we will communicate and discuss and advise of the necessary further repairs if required and any associated costs.

#### Work Schedule -

- All works to be carried out during normal working hours namely Monday Friday 8am 5pm, unless otherwise specified.
- All our quotes are based upon a continuous works programme from start to finish, unless otherwise specified.
- Any variations to the original works may have an impact on the agreed works schedule, this must be agreed in writing.
- If you require a specific scheduled works programme this must be requested in writing prior to commencement of works and the scope of works and any changes to costs must be agreed before work starts.
- Penningtons cannot guarantee return dates if any delays occur outside of our control to the agreed schedule and all further appointments will be booked around our current diary commitments.

#### General Notes -

- Whilst every care is taken in the formulation of our quotations, the proposals and suggestions will be made according to our estimator's impression of the information received and from the site survey (if applicable). No responsibility can be accepted by Pennington's for any omissions or misinformation of your requirements that may lead to additional charges for extra works arising from unforeseen circumstances, therefore please ensure that you are happy with the content and specification of our quotations as this will form the basis upon which the works are undertaken and has been costed accordingly.
- Please make sure that you or an appropriate representative are available on the day of works commencement, throughout the period of work and on completion to assess the works and agree locations, routes etc, Pennington's cannot be held liable or accept any responsibility for miscommunications made over the phone or via email unless agreed in person on site.
- Please note that due to the nature of our works in the majority of cases if practical our engineers will carry out a builders clean of any areas where required, however if extensive building/rewiring works are to be carried out then we strongly recommend a professional cleaning service is employed following completion of our installation works, please note that dust can take a few days to settle after works are carried out.
- 'Flush Mounted' means chasing boxes/cables/accessories into walls/ceilings and will likely result in making good, see below, and 'Surface Mounted' means fixing to the existing walls/ceilings, may require some minor making good, see below (Making Good) for more details.
- Any works outside the scope of our quotations may be subject to additional costs, all additional works, alterations etc must be agreed in writing prior to commencement, in the unlikely event additional works are completed without agreement Penningtons will charge you in accordance with our standard hourly rates plus any materials used.
- All materials that are to be customer-supplied must be made available on the day of works commencement. Should materials not be made available and an engineer return visit is required then this will be charged as an additional cost on an hourly rate basis on top of any previously agreed prices.
- All our works include sheeting of the property, where required, but not for after-build cleaning. We accept no responsibility for damage to personal belongings, furniture, or carpets within the property; you should remove such items (where practical) before the commencement of work. -
- Any carpets, flooring, etc. removed and laid back by us may have to be re-fitted by a professional fitter at a cost to you.
- We do not make goods as standard on any of our works, you will need to arrange for a 3rd party contractor to make goods following our installation works, see making good below.
- There are no hidden charges. We include for removal of all waste from the site that has been supplied and installed by Pennington's. Any large amounts of waste requiring removal may be collected by a 3rd party contractor and will be included within your quote (if applicable). We can inform you of when the waste collection will be made should you wish. Any items supplied by you will not be included in any waste removal and may be subject to additional charges should you wish for us to dispose of them for you. Should this waste be removed by us without written approval then we reserve the right to charge accordingly.
- Due to the nature of our work with regards to drilling, fixing, coring holes, etc. we always recommend that you inform any neighbours in the adjoining/nearby buildings that you are having electrical/plumbing works carried out.
- Our team of estimators will carry out your quote and then all works, once accepted are passed to our engineers for installation and certification purposes. Our estimators will always endeavour to interpret your requirements as carefully as possible and we, therefore, ask that you read through and check the scope of works, terms and conditions, and pricing proposal before accepting the works as this forms the basis of our contract with you. Our engineers will be passed your scope of work and will be briefed before commencing work, you or a responsible person must be available on the date of work commencement to ensure that everything is carried out to your exact requirements.
- -All our quotes remain open for acceptance for up to 28 days. If you are satisfied with our scope of works and pricing proposal and wish to proceed with your work, you will need to reply via

email to the office. Upon receipt of your acceptance and deposit (if applicable), we can arrange for a suitable date for the works to commence.

#### Making Good -

- Making good is to be carried out by others, this includes drilled and chased holes in ceilings, walls, floors and/or internal and external brickwork etc, please ensure you make adequate provision for any plastering/decorating repairs that may be required following any electrical, plumbing, gas works being carried out, please understand that our engineers will do whatever they can to limit the making good, but due to the nature of our job this is sometimes difficult, if you have any specific restrictions and/or requirements then this must be made in writing prior to commencement of works, or our engineers will assume they can carry out the job un-restricted.
- Pennington's cannot be held responsible for any making good required as a result of necessary installation/repair or maintenance works.

#### **Payment Terms -**

- All works are to be paid for in full on day of completion of works.
- If your works are on an agreed schedule then staged payment invoices will be issued throughout duration of works as a percentage of works completed and factoring in any materials delivered to site or ordered, these payments are due on date of invoice. Delays to the agreed schedule may take place if payment is not received.

### Power Flushes -

- -Whilst undertaking a power flush, access will be required to your premises at all times. You must ensure the working area is clear and free from all obstacles and hazards. Pennington's shall not be liable for any delay in performing the power flush where this is due to your failure to comply with this clause.
- -It is your responsibility to ensure before Pennington's begins a power flush that there is adequate water, gas and electricity supply to your home and drainage. If not Pennington's has the right to cancel the contract without liability on its part.
- -Pennington's will not be responsible for any leaks identified in the central heating system following a power flush unless this is due to our negligence. Should leaks occur Pennington's will not be responsible for the taking up of carpets and floor coverings (including tongue and groove, parquet, hard wood, rubber, tiled floors or other). You may decide to call a specialist contractor to do this work for you. In such case, it will be your responsibility to replace the flooring when the work has been completed. Following our work Pennington's will not be responsible for redecoration, cleaning or removing of odours that may be required.
- -Following a power flush Pennington's will not be responsible for replacement appliance components, radiators, auto air-vents, pumps and system pipework identified as requiring replacement due to the age and condition of the system.
- -The aim of power flushing is to clean corrosion debris and limescale from heating systems as thoroughly as possible. Due to the materials system components are made from, specifically iron and steel, there will always be some corrosion debris on metal surfaces and subsequently in circulation. Similarly, fresh water added to systems will contain an amount of dissolved limescale, which can subsequently deposit onto systems components. Some corrosion debris may remain in the system after power flushing due to:
  - i) System components (heat exchangers, diverter valves, thermistors, pumps, air vents / separators, pressure vessels, PRV's, cold feed pipes, motorised valves, TRV's, filling loops etc) may not allow all corrosion debris or limescale to be removed due to their design, position or condition.
  - ii) Solid blockages in pipes or stuck valves can prevent circulation and therefore cleaning of a pipe circuit or radiator.

- iii) Ongoing corrosion due to design faults such as: systems pumping over into feed and expansion header tank, pumps drawing in air or the presence of different metals leading to electrolytic corrosion.
- -Where design faults and faulty components have been identified Pennington's will offer to rectify / replace as appropriate, and there will be an additional charge for such work. If you do not wish to pay for rectifications or Pennington's is not able to carry them out then Pennington's will endeavour to clean the system as thoroughly as possible accepting the limits of the system. You accept the limitations of the services provided in these circumstances and that a completely thorough clean may not be possible.
- -Boiler and heating system noises (e.g. kettling heat exchangers, pipework noises) are often symptoms associated with debris and corrosion. Some noises can persist following a power flush, this is not an indication of the work not having been carried out thoroughly.

# Call Outs/Hourly Rate Works -

- -All reactive/call-out/hourly rate works allow for a minimum of one hour, labour only fixed price + VAT as standard, this is regardless of the number of minutes spent on site within that first hour and will include our engineers providing professional advice and guidance. All materials, congestion charging, and parking costs are to be charged in addition to this. Following the minimum first-hour fixed price, additional labour time is charged at 30-minute increments + VAT, at a reduced hourly charge rate from the first hour following our hourly rates specified on our website. The collection of materials will be included in the hourly rate charges.
- -Specific charges apply for hourly rate works depending on the area; this will be confirmed with you before work commences and can be found on our website. To secure your engineer appointment an email confirmation will be sent to you before the engineer's visit which is a confirmation of the booked appointment.
- -A copy of our rates can be made available if requested.

# Cancelled & Re-arranged Appointments - Fixed Price Works -

- -If you need to re-arrange/cancel planned scheduled works for whatever reasons, then we will require a minimum of 24-hour's notice before the commencement of works. Any notice under this period may result in a minimum fixed charge of one hour per engineer for engineer reappointment at our standard hourly rates. Should you wish to cancel the works entirely after paying your deposit and agreeing to the works then unfortunately you may not be able to be refunded your deposit in full if specialist materials/plant have been ordered that incur a restocking fee. You will be notified of the specific charges once confirmation of a cancelled job is received in writing.
- -If our engineers attend the site on the agreed date and are unable to carry out work due to reasons outside of our control, then a minimum charge of one hour will be applicable for the reorganising of the engineer's work schedule, per engineer plus VAT.

### Cancelled & Re-arranged Appointments - Call Out/Hourly Rate Works -

- -If you need to re-arrange/cancel hourly rate works for whatever reasons, then we will require a minimum 24-hour's notice before the commencement of work. Any notice under this period may result in a minimum fixed charge of one hour per engineer for engineer re-appointment at our standard hourly rates plus VAT.
- -If our engineers attend the site on the agreed date and are unable to carry out work due to reasons outside of our control, then a minimum charge of one hour will be applicable for the reorganising of the engineer's work schedule, per engineer plus VAT.

#### **Appointment Times –**

- -For quoted fixed price works a schedule will be agreed upon with you before arrival, we always allow one hour on either side of your scheduled appointment to allow for materials collections, traffic, etc.
- -For hourly rate works we give a morning or afternoon appointment to allow for traffic and previous jobs overrunning or finishing early, we will always endeavour to contact you before the engineer visit. We will attempt to get to you within an estimated two-hour window but please be available at the scheduled morning or afternoon slot to avoid missed/cancelled appointment charges. Our engineers are given 2-hour slots for all hourly rate works, should the job require more time a re-appointment may be required.
- -All works will be based upon the assumption of normal working hours (unless otherwise specified), namely between 8 am and 5 pm Monday to Friday, and that no restrictions will be placed upon the hours our operatives may work. It is assumed that there are no restrictions to parking unless otherwise specified and included in any applicable estimate, and no restrictions to access to all areas of work for our operatives. Additional costs may apply should our operatives be unable to work due to limitations of access outside of our control. Our office opening hours are 8 am—5 pm Monday Friday.

#### Materials -

- -All materials that are to be customer-supplied must be made available on the day of work commencement. Should materials not be made available and an engineer return visit is required then this will be charged as an additional cost on an hourly rate basis on top of any previously agreed prices.
- -All materials supplied by Pennington's will remain the property of Penningtons Group until paid for in full.

# Invoicing -

- -In some circumstances the domestic reverse charges may apply and you are required to account for the VAT if applicable.
- -Our standard terms are payment in full on day of completion of works unless otherwise agreed.
- Invoices can be paid via BACS, credit/debit cards and cash, details are included within the invoice and email sent with the invoice.

#### Certification -

- -All applicable NICEIC Part P & building regulations compliance certification and Gas Safety Certification for works completed will only be issued on receipt of final payment.
- -All NICEIC Certificates/Gas Safety Reports for works that were carried out and require further additional remedial works to bring the installation up to current regulations will only be issued on completion of the remedial works and final payment.
- -EICR and Gas Safety Reports can take up to 72 hours to process once payment is received for residential and Commercial works and is subject to prior agreement.

# Insurances/Warranties -

- -For your information, we have in force £5,000,000 in Employer's liability insurance, £5,000,000 public liability insurance, and £250,000 professional indemnity insurance. Confirmation of these policies can be made available on request.
- -All our products come with a one-year manufacturer warranty as standard and we offer our own unique one-year's workmanship and product guarantee which commences upon completion of work and following final payment, a copy of our warranties can be found on our website.
- -For new Boiler installations they carry the specific manufacturer's warranty as standard, copies of this can be requested. If you require additional warranties these must be requested in writing

and completed by yourselves on-site with the engineer at the time of installation. Any additional costs must be paid by yourselves for extended warranties.

#### Commissioning & Handover -

- All our engineers test and inspect all areas of the agreed installation works and will run through all controls and programs (if applicable) if requested to ensure that you fully understand the work carried out.
- You must be present for commissioning works.
- Additional charges may apply if we have to return to demonstrate controls/commissioning procedures following installation.
- Operation manuals can be left on site if requested.

# Boilers, Servicing & Warranties -

- -All our new boilers come with a manufacturers-backed specific boiler warranty that will provide you with the added peace of mind knowing that, should it breakdown or develop a fault, you are fully covered, and the manufacturer will organise the repair.
- The boiler warranties are only valid if you regularly service your boiler (annually) by a Gas Safe registered company/engineer. It is the responsibility of the homeowner/registered person listed on the warranty to ensure that they maintain the servicing and records as required, Penningtons cannot be held responsible/liable for any servicing not carried out that affects the warranty and we do not provide reminders.
- -You must activate your warranty within 30-days of the installation, this does not happen automatically or by Pennington's, you can usually do this on the manufacturer's website, or by calling them.
- -Some manufacturers offer extended warranties depending upon the specific brand/model, please ensure that you request this at time of accepting the quote.
- Outside of your manufacturers warranty Pennington's offer a 1-year parts and labour warranty as standard.

# **EICR's - Electrical Condition Reports -**

- -A detailed copy of the procedure for inspection and testing can be found on our website or requested via email. This explains what will happen on the day of the inspection and testing process and what to be prepared for, it also explains your requirements as a landlord and a checklist for homeowners and tenants to be aware of.
- -For Residential and as per industry standards our engineers will test and inspect up to 20% maximum of accessories on each accessible circuit per fuse board, this will involve a visual check and a physical sampling check. Should access be restricted in any way to accessories then this may have an impact on the percentage of accessories/circuits we can sample.
- -For Residential we charge a minimum fixed price for a set number of circuits and a per-circuit price thereafter. Our engineers will identify the number of circuits tested and your invoice will reflect this. A copy of our rates can be found on our website.
- -For Commercial and as per industry standards our engineers will test and inspect up to 75-100% maximum of accessories on 20% of circuits per fuse board, this will involve a visual check and a physical sampling check. Should access be restricted in any way to accessories then this may have an impact on the percentage of accessories/circuits we can sample.
- -For Commercial we charge a minimum fixed price for a set number of circuits and a per-circuit price thereafter. Our engineers will identify the number of circuits tested and your invoice will reflect this. A copy of our rates can be found on our website.
- -We do not lift carpets, flooring, or furniture, or go into loft spaces or cupboards for the inspection and testing process. All outbuildings, pool houses, boiler rooms, garages, and plant rooms may contain specialist equipment that will not be tested under the inspection and testing process, we will test up to the main power supply/isolation point only. This may include control wiring for boilers, smart control circuits, etc.

- -For Residential properties, the reports will typically be sent within 72 hours of receipt of the final payment. An quote for remedial electrical works (if applicable) will be sent to you alongside your report unless specialist items of material require pricing which may take longer.
- -For Commercial properties, we cannot guarantee a completion date unless otherwise agreed upon due to the size of such projects and the requirement for specific materials. An estimate for remedial electrical works (if applicable) will be sent to you alongside your report unless specialist items of material require pricing which may take longer.

Yours Faithfully
Darren Pennington
CEO & Founder
Penningtons Group Ltd