

Powerflush Terms & Conditions

These Terms and Conditions constitute the entire agreement between us and you for the Powerflush of your heating system. Please read these Terms and Conditions carefully. You should pay particular attention to Clause 8 which sets out the extent of our liability under this contract. These Terms and Conditions are written to be as clear and self explanatory as possible but if there is anything that you do not understand or would like clarification on please call us on 0333 321 1435

SECTION 1 - DEFINITIONS

The following definitions apply in these Terms and Conditions:

Central heating system – means the central heating system at the Premises including:

- (i) the Boiler;
- (ii) the Controls (including electrical temperature controls);
- (iii) all pipes, radiators, valves, hot water cylinders and the central heating header tank.

Contract – means these Terms and Conditions.

Controls – means the programmer/time clock, room thermostat (if fitted), cylinder thermostat (if fitted) and zone valves (but excluding the fused spur switch and any thermostatic radiator valves).

Powerflush – means the Powerflush of your central heating system as further set out in clause 3.2.

Premises – means the domestic address where the Powerflush is carried out.

Price – means the price you must pay for the Powerflush.

We/us/our – means Pelicano Services Ltd.

You/your – the person or people who have entered into this contract with us.

SECTION 2 - your CONTRACT

2.1 These Terms and Conditions shall become binding on you and us when:

2.1.1 You make a verbal Powerflush appointment; or

2.1.2 We receive payment of the price; whichever is the earlier, at which point this Contract shall come into existence.

2.2 Any quotation for the Powerflush is given on the basis that a binding contract shall only come into existence in accordance with clause 2.1.

2.3 Where we do not carry out an inspection of your central heating system before giving you a quotation, we will be relying on the information provided by you in giving this quotation. Should this information be inaccurate or if following an inspection of your central heating system we are unable to offer this product for any reason, we may increase the price or cancel this contract as a result. If we increase the price, we will tell you as early and as clearly as possible.

2.4 You must pay the price in full upon completion of the Powerflush. We will endeavour to carry out the Powerflush on the date(s) we have agreed with you. However occasionally performance may be affected by factors beyond our control and so this cannot be guaranteed. We will let you know if we become aware of an unexpected delay and we will arrange with you new date(s) to carry out the Powerflush.

SECTION 3 - THE POWERFLUSH

3.1 Prior to carrying out the Powerflush, our engineer will advise you of any deficiencies with your central heating system that may cause the problem with your central heating system to return after the Powerflush has been undertaken. In these circumstances our engineer will provide you with a quote for the cost of carrying out any additional work which may be necessary. If you decline to have the necessary work done, we may cancel this Contract and you will have to pay us any costs we have reasonably incurred in connection with the contract which we shall be entitled to invoice you for.

3.2 In carrying out a Powerflush of your central heating system, We shall:

3.2.1 Add chemicals to your central heating system;

3.2.2 Remove your central heating pump and check it's condition. We will tell you if it needs replacing and provide a quote for us to do this;

3.2.3 Use a Kamco powerflush machine to flush through each radiator and section of your central heating system including the boiler;

3.2.4 Add an inhibitor to your central heating system once the work has been completed, which will help to prevent future corrosion inside the central heating System.

3.3 When carrying out the Powerflush, We will:

3.3.1 take reasonable care to avoid disruption at your premises;

3.3.2 remove all waste material;

3.3.3 clean up after ourselves.

3.4 Whilst we will use all reasonable endeavours to discover any deficiencies with your central heating system before carrying out the Powerflush, we are not responsible for any damage caused by the Powerflush as a result of any faulty components and equipment, poorly made joints or pin-holed radiators caused by internal or external corrosion that could not have been reasonably identified before the Powerflush commenced.

SECTION 4 - OUR COMMITMENT AND FUTURE

POWERFLUSHES

4.1 The Powerflush will be carried out by our engineers with all reasonable skill and care.

4.2 If, following completion of the Powerflush, your central heating system requires (in our opinion) a further Powerflush in the future, then except where clause 4.3 applies we will carry out that Powerflush free of charge in accordance with these Terms and Conditions, provided that from the time we undertake the Power flush, you inform us prior to having any other party involved.

4.3 We shall not be required to carry out a Powerflush free of charge where the Powerflush is required as a result of wilful damage, accident or negligence by you or any third party, your use of the central heating system in a way that we do not recommend, your failure to follow our instructions, any alternations or repairs you carry out to the central heating system without our prior approval.

4.4 Warranty for power flushing can be given only if the job is completed in full: and that all recommended tasks and repairs are carried out as well.

4.5 Warranty can be only be obtained after every power flushing if the payment for the service is accounted fully for.

4.6 The pre work investigation apply to the most common problems in regards to power flushing. Any other investigation is subject to charge; please ask for our hourly rate.

4.7 Balancing the system is included in the job; however getting rid of airlocks may be subject to charge, please ask for our hourly rate.

4.8 Any additional radiators we have not been told about when giving a quote is subject to charge of up to £45.00 per extra radiator. If the boiler type is different than we have quoted for the price may be increased even with a £60.00 on top of the original quote.

SECTION 5 - CONDITIONS AT THE PREMISES

5.1 You are responsible for making sure that:

5.1.1 conditions at the premises are suitable for us to carry out the Powerflush;

5.1.2 all the necessary facilities, services and supplies are already installed and working at the Premises. These include earthing and the supply of gas, electricity and Water.

5.2 If we consider that the conditions at your premises are not suitable for us to carry out the Powerflush.

5.3 Before We carry out the Powerflush, You must clear any furniture or fittings from any rooms or roof space that we need to enter to carry out the Powerflush. If you would like us to carry out any exceptional clearing work, we can do so but we are not liable for any damage caused as a result (unless we have been negligent) and we may charge you a small amount to carry out this work (which we will agree with you beforehand).

5.4 If you do not comply with your obligations under this clause 5 We will have the right to cancel the Contract in accordance with clause 7.1.

SECTION 6 - your RESPONSIBILITIES

Treatment of our staff

6.1 You must at all times behave appropriately when our staff visit your premises. You must not physically or verbally abuse our staff in any circumstances.

6.2 If you physically or verbally abuse our staff who visit your premises, we may cancel your contract.

Access to Premises

6.3 It is your responsibility to let us into the premises at the time of our appointment to carry out the Powerflush. If we are not able to gain access to the premises at the time of the appointment, because you are not available to provide access we will not be able to carry out the Powerflush. In these circumstances, we will write to you and inform you that we were not able to carry out the Powerflush.

6.4 If we fail to gain access to your premises to carry out the Powerflush at the time of the appointment, we reserve the right to charge you for our costs in attending your premises for that appointment. If we fail to gain access on two consecutive occasions, we may cancel your contract.

SECTION 7 - ENDING THIS CONTRACT

7.1 Neither you nor we may cancel this contract unless:

7.1.1 the Terms and Conditions allow it; or

7.1.2 We are in breach of any of the terms of this contract in which case you shall be entitled to cancel the contract; or

7.1.3 You are in breach of any of the terms of this contract, in which case we shall be entitled to cancel the contract; or

7.1.4 there is a health and safety issue that means it is inappropriate for the contract to continue, in which case, we may cancel the contract.

7.2 If you cancel the contract in accordance with clause

7.1.2, our liability to you is set out in clause 8.

7.3 Without affecting any other right or remedy we may have, if we cancel the contract, where we are permitted to do so under clause 7.1, we shall be entitled to claim our reasonable costs in carrying out the contract until the date of cancellation.

SECTION 8 - LIABILITY

8.1 We are liable for death or personal injury caused by our negligence and for any other matter for which it would be illegal or unlawful for us to exclude or limit or attempt to exclude or limit our liability.

8.2 We are responsible for any direct loss that is a foreseeable consequence of our breaching this contract, our negligence or our breach of statutory duty. We are not liable for any other loss, including (but not limited to):

8.2.1 losses caused by an event or circumstances beyond our reasonable control;

8.2.2 any loss of income, revenue, profit or anticipated savings;

8.2.3 any business losses.

8.3 We are not liable for:

8.3.1 any damage caused by failures of your central heating system, that result from your decision not to carry out remedial work that We have recommended;

8.3.2 normally insured risks, such as subsidence, structural repairs, fire, theft, accident, explosion, flood or storm;

8.3.3 remedial work arising from structural or renovation work carried out in the premises by you or a third party, or example the removal of radiators or addition of new equipment or system extensions.

SECTION 9 - GENERAL PROVISIONS

9.1 This contract is personal to you and the premises. You may not transfer your rights or obligations under this contract to any other person or property without our prior written consent.

9.2 We may transfer our rights and obligations under this contract to another company. If we do so, this will not affect our and your obligations or liabilities under this contract.

9.3 Nothing in this contract will affect either our or your statutory rights.

9.4 If two or more people have entered into this contract with us, each person will be jointly and severally liable to us for any money owed. This means we will be entitled to claim all of the money owed from any person.

9.5 This contract is governed by the laws of England and Wales.