

Terms and Conditions for Gas and Oil Central Heating Systems Installation Services

1. Introduction

- i. Welcome to New Boilers Ltd! These Terms and Conditions govern the relationship between New Boilers Ltd and its customers who seek gas and oil boiler installation services. By engaging our services, you agree to abide by these terms. Please read them carefully.

2. Definitions

- i. **"New Boilers Ltd"** refers to the service provider.
- ii. **"Customer"** refers to the individual or entity receiving boiler installation services.

3. Service Description

- i. New Boilers Ltd specialise in the installation, maintenance, and repair of our Gas and Oil Central Heating Systems. Our services include consultation, installation, testing, and post installation support.

4. Obligations of the Customer

- i. By engaging our services, the customer agrees to:
 - a) Provide accurate and complete information about their property and heating needs.
 - b) Ensure safe access to the installation area.
 - c) Comply with local building codes and regulations.
 - d) Clear the installation area of any debris or obstructions.
 - e) Make payment as agreed upon in the contract.

5. Quotation, Payment, Cancellation and Rescheduling

- i. New Boilers Ltd will provide a detailed quotation outlining the scope of works to be included.

- ii. Due to occasional variations in prices in the supply chain, New Boilers Ltd reserves the right to change the original quoted price accordingly. Customers must note this may incur a price higher than original quote. Further, New Boilers Ltd also reserves the right to change the price in the event of a variation to the quotation. In any event this will be communicated in writing to the Customer as soon as reasonably possible

- iii. Clauses 6 to 11 inclusive refer to Payment Terms of This Contract

- iv. A non refundable* deposit of €500 is required upon booking, and the remaining balance shall be paid in full on the day of installation.

- v. Any deposit amount greater than €500 will be refunded in the event of cancellation on part of the Customer less the €500.

- vi. Invoices must be settled within the agreed-upon timeframe. This timeframe is on the day of completion unless otherwise specified.

- vii. Customers must provide at least 24 hours notice for cancellations or rescheduling.

***In certain circumstances, due to unforeseen events and or circumstances it may not be possible for the Customer to avail of our services. In these instances, New Boilers Ltd will return deposit without quibble.**

6. Payment Terms

- i. The balance for the services provided by New Boilers Ltd is due in full on the day of installation.

7. Late Payment

- i. If the balance is not paid in full within 7 days of the installation date, interest will accrue at a rate of 0.5% of the outstanding balance daily until the outstanding amount is settled.

8. Call Backs and Call Out Fees

- i. Within 1 day of completion of installation, the Customer shall inspect such goods and or services and shall notify New Boilers Ltd of any alleged issue relating to the installation and or equipment. New Boilers Ltd shall be granted a reasonable opportunity to investigate and attend to same. If the Customer fails to comply with these provisions, it shall be presumed that the goods and or services are free from any defect or damage. With regards to defective Goods and or Services, New Boilers Ltd's liability is limited to either (at New Boilers Ltd's discretion) replacing or repairing said Goods and or Services.
- ii. In the event of a call back request related to our services within 6 months of installation date it is determined the issue is not a result of our work, but rather due to other factors unrelated to our installation, a call out fee of €120 will be charged which must be paid for in full by the Customer. Items chargeable include, but are not limited to:
 - a. No oil in system.
 - b. Lack of water pressure.
 - c. Leaks in any other part of the system not associated with our installation.
 - d. Any other problems associated with the heating system as a whole.
 - e. A report for the above provisions a-d can be issued to the Customer upon request for same.
- iii. Any call back request 6 months or longer post installation date will also incur a €120 call out fee. This must be paid in full prior to the call out and will only be refunded in cases where it is determined that the installed boiler and or its components are faulty and, in such instances, where applicable, all the provisions of Clause 12 shall apply. Items chargeable include, but are not limited to:
 - a. No oil in system.
 - b. Lack of water pressure.

- c. Leaks in any other part of the system not associated with our installation.
- d. Any other problems associated with the heating system as a whole.
- e. A report for the above provisions a-d can be issued to the Customer upon request for same.

9. Remedial Works

- i. If any remedial works are necessary during a call back, these works will be performed free of charge provided they are determined to be a direct result of our installation. If it is determined that such works are not a result of our installation the Customer will be informed of same and if New Boilers Ltd is not able to carry out such works this, and the cost of such will be conveyed to the Customer. The latter will also include the aforementioned call out fee.

10. Payment Methods

- i. Payment can be made through the following methods: cash, credit card, bank transfer

11. Receipt of Payment

- i. Payment is considered received when the funds are cleared in New Boilers Ltd's account.

12. Warranty

- i. New Boilers Ltd offers a 5 year warranty on labour and materials on our Oil boilers and a 7 year warranty on labour and materials on our Gas boilers unless otherwise specified.
- ii. This warranty does not cover damage caused by negligence, misuse, or failure to follow maintenance recommendations.
- iii. The warranty does not cover damage caused by third party contractors.

13. Liability

- i. Any animals at the property must be kept in a secured place when New Boilers Ltd's staff are present. This is to ensure the safety of both staff of New Boilers Ltd and the animals themselves. It shall be the Customer and or occupant and not New Boiler's Ltd that is responsible for any losses or damages arising out of a failure to adhere to this provision.
- ii. New Boilers Ltd shall not be liable for any losses and or damages and or injuries arising from the use or installation of the boiler.
- iii. Customers must make sure any valuables are safe from normal expected dust which may arise from works whilst the installatiion is being carried out.
- iv. New Boilers Ltd shall not be liable for any losses and or damages and or injuries resulting from improper use or maintenance of the equipment.
- v. The Customer is responsible for obtaining any necessary permits or approvals for the installation.
- vi. The Customer is responsible for the proper use and maintenance of the equipment.
- vii. New Boilers Ltd will dispose of the Customer's old boiler if the Customer so wishes and also remove some associated waste on case-by-case basis as decided by New Boilers Ltd.

14. Termination of Services

- i. New Boilers Ltd reserves the right to terminate services if the Customer breaches the terms and conditions. In such cases, the Customer may be responsible for any incurred costs.
- ii. New Boilers Ltd reserves the right to cancel delivery of goods and or services at any time prior to installation giving adequate notice. On giving such notice New Boilers Ltd shall repay to the Customer any sums paid by the Customer. New Boilers Ltd shall not be liable for any loss or damage whatever arising from such cancellation.

15. Dispute Resolution

- i. Any disputes arising from the services provided shall be resolved through negotiation and mediation.
- ii. In the event mediation fails, the dispute may be resolved through legal means.

16. Governing Law

- i. These terms and conditions are governed by the laws of the Republic of Ireland.
- ii. Any legal actions shall be brought in the appropriate courts of the Republic of Ireland.
- iii. This contract is subject to the provisions of the Sale of Goods Act 1893, the Sale of Goods and Supply of Services Act 1980 and the Consumer Rights Act 2022 where the Customer is not acting in the capacity as a trade or business. Further, notwithstanding clause 18, nothing in this contract intends to have any effect of contracting out of any applicable provisions of the aforementioned Acts, or any laws or any legislation governing the rights of consumers, except to the extent permitted by those Acts, Laws or Legislation.
- iv. Where a situation arises with regards to defects in goods or workmanship, New Boilers Ltd should be notified within 7 days (or as soon as reasonably practicable) and given a reasonable opportunity to address the issue. No consequential damages will be accepted by the contractor.
- v. If at any time any of the provisions set forth herein are found to be inconsistent or invalid under any aforementioned and or applicable laws, those provisions will be deemed void and subsequently removed. However, any such removal of same will not affect all other provisions. They will still be considered valid.

17. Entire Agreement

- i. These terms and conditions constitute the entire agreement between New Boilers Ltd and the Customer, superseding all prior agreements.

18. Amendments

- i. New Boilers Ltd reserves the right to amend and or cancel these terms, when possible and or necessary with the Customer.

By engaging our services, you acknowledge that you have read and agreed to these terms and conditions. Failure to comply with these terms may result in the termination of services. For questions or concerns, please contact New Boilers Ltd at the below address. We encourage you to download and keep a copy of this document for your own records.

This document was last updated on 25th September 2023.



Alan Smyth

Managing Director, New Boilers Ltd

**Tower Business Park, Laghtagalla, Thurles, County Tipperary (050) 420 435
Info@newboilers.ie www.newboilers.ie**