



Terms and Conditions

At All Aspects Heating Ltd we aim to make everything as straightforward as we can. Our terms and conditions are written in plain English and are as jargon-free as possible. If you would like any help or more information, please get in touch with us at info@allaspectslimited.co.uk.

1. Introduction

- 1.1. In these Terms and Conditions All Aspects Heating Ltd (a company registered in England and Wales with company number 05718454) will be referred to as 'the Company', the person or organisation for whom the Company agrees to carry out works and/or supply materials will be referred to as 'the Customer' and the representative appointed by the Company will be referred to as 'the Engineer'.

2. Contract

- 2.1. The Company shall only be bound by quotes given in writing to the Customer and produced by a duly authorised representative of the Company. The Company shall not be bound by any quotes given orally or in which manifest errors occur. For the purposes of these terms, 'in writing' includes by email and any document which is set out in a hand-held device and any signature on a hand-held screen shall be treated as in writing.

3. Acceptance of Work

- 3.1. Written quotes sent by email must be accepted by replying to the email or using a link provided with the quote.
- 3.2. The Company may refuse any work at their discretion. The Company are also not bound to provide any quotes, if they do not wish to carry out the subsequent works based on any grounds.

4. Complimentary Servicing

- 4.1. The Company reserves the right at its sole discretion to refuse any complimentary servicing. Should the Company refuse to complete any complimentary servicing, no damages or expenses of any kind whatsoever shall be payable by the Company to the Customer.

5. Charges

- 5.1. The Company charges a minimum 1-hour labour fee, regardless of work carried out or time spent on site. If, for any reason, the Company are unable to carry out works during the allocated time on-site, the minimum 1-hour charge will still be applicable, plus the cost of any parts and materials and any additional labour time over that first hour.
- 5.2. Should parts be required to carry out works, where the Engineer does not have stock items on his van, the Engineer will collect from a local merchant, and incorporate this time into the final labour costs.
- 5.3. All charges are subject to the appropriate VAT rates.
- 5.4. Where the date and/or time for works to be carried out is agreed by the Company with the Customer, then the Company shall use its best endeavours to ensure that the Engineer shall attend on the date and at the agreed time. However, the Company accepts no liability in respect of the non-attendance or late attendance on site of the Engineer or for the late or non-delivery of materials.
- 5.5. All invoices are due for payment upon satisfactory completion of works.
- 5.6. Account Customers are by prior arrangement only and full payment is due by the agreed terms and no later.
- 5.7. If a job is complete, but there is snagging of any kind, the Customer shall still pay 90% of the total invoice amount upon completion of the works. The Customer should then allow the Company sufficient and fair access to correct any snagging; the Customer shall then pay the remaining 10% upon satisfactory completion.
- 5.8. A deposit of 15% may be required for larger jobs to secure your booking. Confirmation of payment will be provided.
- 5.9. A larger deposit may be required for jobs that require special order or non-returnable items.
- 5.10. The Company will not supply any Guarantees, extended Warranties, certificates, records, reports, complimentary servicing, and/or other documentation unless the balance of the invoice has been satisfied completely.

6. Late Payment

- 6.1. After 30 days the outstanding amount will be handed over to a debt collection agency and any additional fees/debt collection costs will be added to the outstanding amount.

7. Materials

- 7.1. Collection of non-stock items is chargeable but:
- 7.2. Time must be kept to a minimum and reasonable.
- 7.3. If the collection time is likely to exceed 60 minutes the Customer must be additionally informed of the circumstances. For example, bank holidays and weekends.
- 7.4. Materials supplied by the Customer to be installed by the Company, but found to be incorrect/unsuitable or faulty, and consequently not installed, will still be subject to a minimum charge to cover the Engineer's time. The Company takes no responsibility for any parts supplied by the Customer and we may refuse to fit the parts if there are any issues regarding health and safety.

8. Landlords

- 8.1. We will make every reasonable effort to undertake a gas safety inspection at your property. We will also make you aware if we fail to gain access to your tenanted property. It is the landlord's responsibility to ensure Landlord and tenant details are up to date and correct on our system. All Aspects Heating Ltd cannot be held responsible if we cannot gain access to carry out your gas safety inspection. It is your legal responsibility as a landlord to ensure that the property has a valid Landlord Gas Safety Record, also called CP12. A Landlord Gas Safety Check can be completed up to two months before the expiry date of the last CP12 without it affecting the due date.

9. Quoted Work

- 9.1. Any quote supplied by the Company may be withdrawn by the Company at any time. If a quote is not accepted by the Customer within 14 days of issue, it will be assumed that the Customer has rejected it.
- 9.2. All quotes are based on a visual inspection by a member of our team and are provided under the assumption that our Engineers will not encounter any unforeseen circumstances that may alter the quoted labour costs, or materials and parts costs, and therefore alter the final costs. Any situation such as this will be brought to the attention of the Customer at the earliest possible time, and they will be notified of the quote recalculations. In addition to these points, there are other times that the final cost may differ from the original quote, such as:
 - 9.2.1. If the Customer adds to works to be carried out, after the quote has been supplied/accepted.
 - 9.2.2. If the supplier increases the price of materials or parts, after the quote has been supplied/accepted.
 - 9.2.3. If it is discovered that there has been an error in preparation, after the quote has been supplied / accepted.
 - 9.2.4. If there are additional works required, in order to complete the project in its entirety, that were not foreseen when the initial inspection was carried out and quote supplied. For example, if it transpires that there is asbestos present or other materials requiring specialist subcontractors.
 - 9.2.5. Only quotes in writing will be firm.
- 9.3. Any drawings or plans provided with a quote are given as a demonstrative tool to provide a visual representation of our ideas and in no way represent any part of a contract.
- 9.4. When a Customer accepts a quote, it is assumed that they have the necessary permissions/access for the Company to carry out the work. If the Company suffers any losses or penalties as a result of not having the necessary permissions, the Customer will reimburse any and all of these charges.
- 9.5. Written quotes sent by email must be accepted by replying to the email or using a link provided with the quote.

10. Defects

- 10.1. All defects of workmanship must be reported to the Company as soon as is reasonably possible and will be covered by the Company's workmanship Guarantee for 12 months (installations) and/or 3 months (repairs/maintenance). Guarantee period will be stated on the invoice. This Guarantee will only apply to work carried out and completed by the Company that has been paid for in full. The Customer must also allow the Company reasonable time for inspection and repair.
- 10.2. The Customer accepts that if he or she fails to notify the Company as aforementioned then the Company shall not be liable in respect of any defects in the works carried out.
- 10.3. If an inspection takes place and it becomes apparent that the defect is not the fault or responsibility of the Company, and is not as a result of our workmanship, the Company reserves the right to reasonably charge for the inspection and any works they are asked to carry out as remedial works, as per their standard charges.
- 10.4. The Guarantee shall be for labour only in respect of faulty workmanship for 12 months from the date of completion with the manufacturer's Guarantee in force.
- 10.5. The Guarantee will become null and void if the work or appliance that is completed or supplied by the Company is:
 - 10.6. Subject to misuse or negligence.
 - 10.7. Repaired, modified, or tampered with by anyone other than a Company Engineer. The Company will accept no liability for Guarantee suitability of; materials supplied by the Customer and will accept no liability for any consequential damage or fault.
- 10.8. Work is Guaranteed only in respect of work directly undertaken by the Company and payment in full has been made. Any non-related faults arising from recommended work which has not been undertaken by the Company will not be Guaranteed.
- 10.9. The Company shall 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 carry a Guarantee where the Customer has been notified by the Engineer either verbally or indicated in ticked boxes or in Comments/Recommendations of any other related work which requires attention.

11. Limitation of Liability

- 11.1. It is the responsibility of the Customer to ensure all furniture, fixings and fittings are protected before the Engineer attends. It is also the responsibility of the Customer to ensure safe and sufficient access to the area in which the Engineer will work. The Company accept no responsibility for any accidental damages caused to furniture, furnishings fixings or fittings, should an Engineer need to move them to access the area in which he has been asked to work.
- 11.2. The Company's liability is limited to:
 - 11.2.1. Liability for personal injury or death resulting in the Company's negligence when on site.
 - 11.2.2. Reasonable and fair costs to repair any damages caused to Customers property, should this be as a result of the Company's negligence.
 - 11.2.3. The Company will not be held responsible for any damages or loss that occurs as a result of pre-existing defects or weaknesses within the property. If damage to brickwork or plaster is caused as a direct result of works carried out, it will be the Company's responsibility to make good. However, we cannot accept responsibility for any damage to wall coverings, tiles, carpets, or other furnishings and furniture as a result.
 - 11.2.4. The Company will not be held responsible or liable for any damage caused as a result of investigative work or repairs carried out whilst on-site. This includes, but is not limited to, any damages caused by the removal of tiles and tiling, all floor coverings, internal and external walls and their respective coverings, bathroom suites, panels and furniture, ceilings and adjacent pipework.



Cancellation Rights Will Be Provided When Required

Notice of The Right to Cancel

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you have a right to cancel the contract during a period of 14 calendar days from the day the notice is sent or given to you. During that period if you choose to cancel the contract any money paid by you will be refunded.

However, if you have already given written approval for the work to begin before the end of the cancellation period you may be required to pay for goods or services already provided.

If you wish to cancel the contract, you must do so in writing and deliver personally or send (which may be by electronic mail or post) to the person named below. You may use a cancellation form (please call us on 0121 243 3977 and we will provide you with one) but you do not have to.

The notice of cancellation is deemed to be served as soon as it is posted or in the case of an electronic communication from the day it is sent.

Notice should be sent to:

All Aspects Heating Ltd
61 Walnut Close
Birmingham
B37 7PT

info@allaspectslimited.co.uk

Other Notes

The Company will not be held liable for being unable to carry out the work contracted to them by the Customer, due to forces beyond their reasonable control.

The Company cannot be held liable for any frozen pipes, damage caused by frozen pipes, or the removal of any blockages or subsequent damage bought on by frozen pipes.

The Company will not Guarantee any works that they have advised against carrying out. Likewise, the Company will not Guarantee any works where the Company has advised of any remedial works needed, either verbally or in written form, but this work has not been carried out. Where the Company agrees to carry out works on installations of inferior quality or over ten years old at that date no Guarantee is given in respect of such works and the Company accepts no liability in respect of the effectiveness of such works or otherwise.

The Company is not liable for any loss, damage or subsequent repair of any existing pipework, fittings or appliances that are connected to the system to which we are attending, but which we do not directly work on. For example, existing radiators and pipework where a new boiler has been installed.

The Company will not Guarantee any works carried out by agencies under their instruction and will be covered by their respective Guarantees only.

All Gas Safe Engineers operate under their own Gas Safe licence number, and as such are solely responsible for any gas related works, and any subsequent liability. The Company is not liable for any such matters.

The Customer shall be solely liable for any hazardous situation in respect of Gas Safe Regulations or Gas Warning Notice issued.

No Engineer or other member of staff will enter a property where there are minors present, but no persons over the age of 18. Should there be adults present when the member of staff enters the property, but the situation changes and for any reason, they are to leave the minor in the property alone, the member of staff will also leave at the same time.

This website and its contents including logos and other intellectual property remain property of the Company and must not be copied, distributed, or used in any manner other than is intended, without specific prior permission.

These terms and conditions and all contracts awarded between the Company and Customer shall be governed and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English law.

Your Statutory Rights are not affected.

Powerflushing

What is Powerflushing?

Powerflushing is the fastest and most effective way to flush a heating system with minimal dismantling. We endeavour to cause as little disruption as possible.

We use a purpose-built Kamco Powerflushing pump, designed to cure the circulation and boiler noise problems caused by the accumulation of sludge, corrosion deposits and scale which are found in most ageing central heating systems.

The Kamco Powerflushing pump is temporarily connected into a heating system during the flushing process. The high-water velocity approx. 45 L/min, combined with instantaneous flow reversal, dislodges, and mobilises sludge and corrosion deposits.

A Powerflush can be extremely effective in cleaning systems that have corrosive problems as a result of a design fault, but we strongly recommend that any such design faults be rectified before Powerflushing commences.

The core component of a heating system is the boiler. When a boiler is replaced/upgraded, the boiler manufacturers Benchmark scheme requires that the system be thoroughly cleansed to BS7593:2019.

Are there any risks?

Whilst these occurrences are rare, customers need to be aware that;

The success of a Powerflush will depend on the level of heating system corrosion which has occurred beforehand. The process will cure most circulation problems but cannot undo the corrosion and gradual decay that has led to the need to Powerflush the system.

Whilst it is rare for a heating system to experience leaks after the Powerflush process, it is not possible to inspect a system internally beforehand, and the need to use a flushing and dispersing chemical for effective cleansing means that occasionally we may find a leak.

The advanced stage of corrosion required for such a situation means that the leak would have occurred imminently even without a Powerflush. We believe that it is better that it occurs whilst we are present to remedy the problem.

Systems which have been neglected over a period and/or have not been treated with an effective corrosion inhibitor, may have severely compacted corrosion debris, in the pipe work, radiators, or boiler, and it is possible that even after the Powerflush, some radiators may still not be fully effective, or boilers on the margin of failure may cease working due to sludge and debris later breaking loose and collecting in the heat exchanger.

The price quoted allows for a standard Powerflush only, and if any of the above or further problems arise during or after the Powerflush then any additional work required would be carried out at an additional cost and we cannot hold ourselves responsible.

In our effort to be transparent as possible about this service, these terms and conditions allow you the opportunity to fully understand potential issues that may arise, although these issues are unusual, they do on occasion occur.

MagnaCleanse system flush

What is a MagnaCleanse®?

MagnaCleanse is a new flushing process designed to maintain and protect all domestic central heating systems from the damaging effects of iron oxide sludge build up. Not only does it clean the system, but it also provides ongoing protection for the boiler with the installation of a MagnaClean filter. This protection lasts throughout the lifetime of the boiler and helps to reduce central heating energy bills by up to 6%.

The objective is to catch and remove deposits of iron oxide sludge, rust and any other magnetic debris from the radiators and pipework and restore systems with circulation problems or boiler noises caused by the murky water and corrosion deposits. MagnaCleanse in conjunction with a permanently installed MagnaClean filter can remove these deposits and the problems that they cause.

While power flushing is extremely effective when carried out by a qualified engineer, it's a fact that the build-up of iron oxide is an ongoing issue within the system. MagnaCleanse delivers an extremely effective solution because it not only removes just as much sludge from the heating system, but it also provides ongoing lifetime protection with the installation of a MagnaClean domestic filter.

The success of a MagnaCleanse® will depend on the level of heating system corrosion which has occurred beforehand. The process will cure most circulation problems but cannot undo the corrosion and gradual decay that has led to the need to MagnaCleanse® the system.

Whilst it is rare for a heating system to experience leaks after the MagnaCleanse® process, it is not possible to inspect a system internally beforehand, and the need to use a flushing and dispersing chemical for effective cleansing means that occasionally we may find a leak.

The advanced stage of corrosion required for such a situation means that the leak would have occurred imminently even without a MagnaCleanse®. We believe that it is better that it occurs whilst we are present to remedy the problem.

Systems which have been neglected over a period and/or have not been treated with an effective corrosion inhibitor, may have severely compacted corrosion debris, in the pipe work, radiators, or boiler, and it is possible that even after the MagnaCleanse® some radiators may still not be fully effective, or boilers on the margin of failure may cease working due to sludge and debris later breaking loose and collecting in the heat exchanger.

The price quoted allows for a standard MagnaCleanse® only, and if any of the above or further problems arise during or after the MagnaCleanse® then any additional work required would be carried out at an additional cost and we cannot hold ourselves responsible.

In our effort to be transparent as possible about this service, these terms and conditions allow you the opportunity to fully understand potential issues that may arise, although these issues are unusual, they do on occasion occur.