

SERVICE CONTRACT – TERMS & CONDITIONS

1. The charges as detailed in the contract agreement or accompanying quotation apply to the first contract period only, we (hereinafter referred to as The Company) reserve the right to increase these charges for subsequent contract periods.
2. The contract charges are for service work only as per the service schedules and do not include:
 - (a) The supply and fitting of any routine replaceable service parts, where possible these would be supplied and fitted at the time of the service and will be subject to an additional charge.
 - (b) Any major repair work found necessary would be reported to the client and carried out from an onsite instruction on a time and materials basis where urgency demands, or by additional verbal or written quotation as requested.
 - (c) Breakdown call or additional service visits.
 - (d) VAT, which will be charged as applicable at the current rate.
3. Service reports will be submitted for part or whole of contract, signatures will be obtained for work done and material used where possible.
4. Service work will normally be carried out during standard working hours, i.e. Monday to Friday, 8.00am to 5.00pm. Any service or breakdown work required outside these hours would be subject to an additional charge at the overtime rate applicable.
5. Service work is real time work which states that parts and/or equipment was functioning correctly at time of service works/inspection and failure of any parts and/or equipment from the time the engineer has left the premises will not be the responsibility of Water Heating Services Ltd (unless fault notified at time of service) unless the fault is a direct result of the methods of the service function and/or the engineers work i.e. incorrect settings.
6. The cost of providing access equipment, scaffold, ladders or hydraulic towers to enable service and breakdown work to be carried out within the requirements of the Health and Safety at Work Act, is not normally included within the contract price.
7. The company shall not be responsible for any damage including damage to contract equipment or other equipment or premises where the equipment is situated caused by fire, floods, freezing, accidents or neglect. The Company shall not be liable for any delay or failure in performance when due to conditions beyond its control, in no event shall The Company be liable for special, direct, indirect or consequential damage.
8. The Company will not accept responsibility for any repairs or adjustments carried out by any other person (including the Client or his servants) and in the event of any interference by any such person. The Company shall have the right to disclaim all liability.
9. The Contract will be for one heating season (Unless otherwise agreed) from the date of acceptance and will continue each year unless terminated by either party giving to the other two months notice in writing.
10. The Company reserve the right to carry out the service work at any time within twelve months period from date of acceptance.
11. Any materials supplied during the service or through other requirements shall remain the property of The Company until paid for in full.
12. Payment will be come due within 30 days of date of all invoices for works carried out.

SUPPLIERS & SERVICE PROVIDERS OF COMMERCIAL HEATING, HOT WATER, CHILLED WATER, PRESSURISATION & PLANTROOM EQUIPMENT

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