

Standard Terms & Conditions

Plumbing, Heating, Servicing & Associated Works

These Terms & Conditions apply to ThermAll's standard plumbing, heating, servicing, maintenance and associated works. Where specialist contractual terms are expressly provided for a particular project, those terms will apply as stated.

1. Quotations & Pricing

Unless otherwise stated, quotations remain valid for **14 days** from the date of issue.

The price includes only the goods, services and works expressly identified within the quotation, Scope of Works, booking confirmation or other written agreement.

For reactive, diagnostic, servicing or other works undertaken without a formal quotation, the agreed attendance charge, fixed price, hourly rate or other pricing arrangement will apply.

2. Scope of Works

ThermAll will carry out the works described within the applicable quotation, Scope of Works, booking confirmation or other agreed instruction.

Where the full extent of work cannot reasonably be established before investigation, dismantling or commencement, any initial quotation or estimate is based upon the work reasonably identifiable at that stage.

Work outside the agreed scope will be treated as additional work and dealt with in accordance with the Variations & Additional Works provisions below.

3. Existing Installations & Unforeseen Conditions

Pricing and proposed works are based upon visible site conditions and information reasonably available before commencement.

Existing systems, services, pipework, wiring, controls, valves, appliances, fixtures and other retained components are assumed to be serviceable, suitable and compatible with the proposed works unless otherwise identified.

ThermAll is not responsible for pre-existing or concealed defects, deterioration, defective previous workmanship, contamination or other conditions which could not reasonably have been identified before commencement.

Draining, isolating, dismantling, disturbing or recommissioning an existing installation can reveal previously unidentified leaks, restrictions, defective valves, wiring faults, damaged components or other defects.

Where an unforeseen condition materially affects the agreed works, ThermAll will explain the issue and any necessary remedial or additional work before carrying out additional chargeable works.

Existing Heating Systems & System Cleanliness

Where new heating equipment is connected to an existing system, the existing system must be sufficiently clean and in a suitable condition to permit satisfactory installation and commissioning in accordance with applicable requirements and the manufacturer's instructions.

ThermAll may recommend additional system cleaning, including a full-system power flush, where appropriate.

Where recommended cleaning is declined, the customer accepts the risks associated with pre-existing sludge, magnetite, debris or contamination remaining within the system.

ThermAll will not be responsible for subsequent faults, damage, performance issues or manufacturer warranty or guarantee claims **to the extent that they arise from or are attributable to pre-existing contamination or inadequate system cleanliness where recommended cleaning was declined.**

Where the condition of an existing system prevents safe or satisfactory completion or commissioning, ThermAll may suspend the affected work or commissioning until the necessary cleaning or remedial work has been agreed and completed.

Nothing within this clause excludes ThermAll's responsibility for its own workmanship or any liability which cannot lawfully be excluded or restricted.

4. Deposits & Payment Schedules

Where a deposit or staged payment is required, the amount and payment schedule will be stated within the applicable quotation or invoice.

A deposit may be required before an installation date is reserved, materials are ordered or works commence.

Any remaining balance will become payable in accordance with the payment terms stated within the quotation or invoice.

Payments should be made using the details provided on the relevant invoice, using the invoice number as the payment reference where applicable.

5. Cancellation Rights

Where the customer has a statutory right to cancel the Contract, ThermAll will honour that right in accordance with applicable consumer legislation.

For qualifying contracts concluded at a distance or away from ThermAll's business premises, this will ordinarily include a **14-day cancellation period**.

Where the customer expressly requests that work commence during an applicable statutory cancellation period, ThermAll may commence following the customer's express request.

If the customer subsequently exercises a statutory cancellation right after work has commenced at their request, the customer may be required to pay a reasonable amount for goods or services supplied up to cancellation, where permitted by law.

Nothing within these Terms & Conditions limits any statutory cancellation right available to the customer.

6. Cancellation Outside a Statutory Cancellation Period

Where no statutory cancellation right applies, or the applicable cancellation period has expired, and the customer cancels agreed works, ThermAll may recover reasonable costs and losses directly resulting from the cancellation.

These may include specifically ordered or non-returnable goods, supplier cancellation or restocking charges, work already undertaken and other reasonable and unavoidable costs incurred in fulfilling the Contract.

Where reserved working time cannot reasonably be reallocated despite reasonable efforts to do so, ThermAll may also recover a reasonable and demonstrable loss directly resulting from the cancellation.

Any amount charged or retained will be reasonable and proportionate to the loss actually incurred.

7. Appointments, Programme & Access

ThermAll will make reasonable efforts to attend and complete works within any agreed appointment, programme or anticipated timescale.

Unless expressly guaranteed in writing, appointment times and completion dates are estimates and may be affected by preceding works, availability of materials, unforeseen site conditions and circumstances outside ThermAll's reasonable control.

Where a significant delay or change becomes apparent, ThermAll will inform the customer as soon as reasonably practicable.

The customer is responsible for providing safe, unobstructed and reasonable access to the property, equipment and relevant working areas at the agreed time.

Where ThermAll is unable to undertake an agreed attendance because reasonable access has not been provided, any applicable attendance charge and reasonable costs incurred may remain payable.

8. Variations & Additional Works

Any material variation to the agreed scope, specification or price will be discussed with the customer before the additional work proceeds.

Where a variation results in an additional charge, the customer's agreement will be obtained before that work is undertaken, except where immediate action is reasonably necessary to make the property, installation or equipment safe.

Significant variations will be confirmed in writing where reasonably practicable.

9. Diagnostic & Investigative Work

Diagnostic and investigative work is undertaken using reasonable professional skill and care to establish the cause of a reported fault or problem.

Charges for diagnostic or investigative work relate to the attendance, time, expertise and work undertaken and are not conditional upon the fault being identified or repaired during the initial attendance.

Some faults may be intermittent, concealed or require further investigation, specialist testing, replacement parts or subsequent attendance.

Where further work is recommended, this will be discussed with the customer and authorised or separately quoted as appropriate before proceeding.

10. Customer-Supplied Materials & Equipment

Where materials, fixtures, appliances or equipment are supplied by the customer, ThermAll is not responsible for defects inherent in those goods, manufacturer warranty issues, delays arising from their availability, or compatibility issues which could not reasonably have been identified beforehand.

Additional work arising from unsuitable, incomplete, defective or incompatible customer-supplied goods may be chargeable and will be discussed with the customer before proceeding where reasonably practicable.

Nothing within this clause excludes ThermAll's responsibility for its own workmanship when installing customer-supplied goods.

11. Making Good & Existing Finishes

Making good following disturbance to the property is included only where expressly stated within the applicable quotation or Scope of Works.

Unless specifically included, ThermAll's works do not include plastering, painting, decorating, tiling, joinery or other specialist or decorative finishing.

Where existing materials or finishes are to be matched, ThermAll will make reasonable efforts to obtain an appropriate match but cannot guarantee an exact match in colour, texture, dimensions, finish or weathering.

12. Workmanship Guarantee

Unless otherwise expressly stated, ThermAll provides a **24-month workmanship guarantee** from practical completion for installation workmanship carried out by ThermAll.

The workmanship guarantee applies to defects arising from ThermAll's workmanship. It does not cover defects arising from pre-existing installations, customer-supplied goods, manufacturer defects, misuse, accidental damage, inadequate maintenance, alterations or interference by others, or circumstances outside ThermAll's reasonable control.

Where a concern is reported under the workmanship guarantee, ThermAll must be given a reasonable opportunity to inspect the relevant work and, where ThermAll is responsible, rectify the defect.

This guarantee is additional to and does not affect the customer's statutory rights.

13. Manufacturer Warranties & Guarantees

Manufacturer warranties or guarantees relating to equipment supplied by ThermAll will be registered or provided where this forms part of the agreed works.

Manufacturer warranties and guarantees remain subject to the manufacturer's own terms, conditions, exclusions, registration requirements and servicing or maintenance obligations.

Where ThermAll registers equipment on the customer's behalf, relevant customer, property and installation information may be provided to the manufacturer or warranty provider for that purpose.

Manufacturer warranties and guarantees are separate from ThermAll's workmanship guarantee and do not affect the customer's statutory rights.

14. Completion, Commissioning & Handover

Where applicable, ThermAll will test and commission installed equipment in accordance with applicable requirements and the manufacturer's instructions.

Relevant certificates, operating information, warranty information and other documentation forming part of the contracted works will be provided following completion where applicable.

Equipment will not be commissioned where ThermAll identifies a condition which prevents safe or satisfactory commissioning. Any necessary remedial work will be discussed with the customer.

Minor outstanding items which do not materially prevent the safe and intended use of the completed works will not, by themselves, prevent the works from reaching practical completion.

15. Payment

Invoices are payable in accordance with the payment terms stated on the applicable quotation or invoice.

Unless alternative payment terms have been expressly agreed, payment is due upon completion of the works.

Where a sum properly due remains unpaid, ThermAll reserves the right to pursue recovery in accordance with applicable law and may suspend further non-emergency work where lawful to do so.

Nothing within these Terms & Conditions restricts any lawful right the customer may have to withhold a genuinely disputed amount.

16. Complaints & Rectification

Any concern regarding ThermAll's work or service should be reported as soon as reasonably practicable so that it can be investigated.

Where a defect for which ThermAll is responsible is identified, ThermAll must be given a reasonable opportunity to inspect and rectify the issue.

This does not affect any statutory remedies available to the customer.

17. Consumer Rights

Nothing within these Terms & Conditions excludes, restricts or otherwise affects the customer's statutory rights.

Goods and services supplied by ThermAll remain subject to applicable consumer protection legislation, including the Consumer Rights Act 2015 and, where applicable, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

No provision within these Terms & Conditions is intended to exclude or restrict liability where doing so would be unlawful.

18. Photography & Records

Photographs and other records may be taken before, during and after works where reasonably required for surveying, installation records, certification, commissioning, quality assurance, warranty administration or evidential purposes.

Photographs or information identifying the customer or property will not be published for marketing purposes without appropriate consent.

19. Data Protection, Registration & Connected Equipment

ThermAll will process personal information in accordance with applicable data protection legislation and its Privacy Policy.

Where compatible connected equipment or manufacturer platforms form part of an installation, the customer will normally be able to establish and manage their own account with the relevant manufacturer or platform provider. This may also enable the customer to grant ThermAll installer access for remote diagnostics, monitoring and technical support.

Where the customer does not establish, is unable to establish, or chooses not to maintain the required account or connection, acceptance of the Contract authorises ThermAll, where permitted by the relevant manufacturer or platform provider, to establish or administer an appropriate account or connection on the customer's behalf for the purpose of enabling installation, commissioning, remote diagnostics, system-health monitoring, maintenance and technical support.

This may involve providing the relevant manufacturer or platform provider with customer, property and installation information reasonably necessary to establish and maintain the connection.

ThermAll's access may include relevant equipment operating data, fault information, settings, performance information and system-health information.

This arrangement will apply unless the customer specifically informs ThermAll that they do not wish ThermAll to establish or maintain such an account or connection.

Where the relevant manufacturer or platform provider requires the customer personally to accept its terms, privacy information or other authorisation, ThermAll will not purport to accept those requirements on the customer's behalf unless the provider expressly permits this.

Further information about how ThermAll processes personal information and the customer's applicable rights is available within ThermAll's Privacy Policy.

20. Events Outside Reasonable Control

ThermAll will not be responsible for delay or failure to perform an obligation where this results from circumstances outside its reasonable control, including severe weather, supplier or manufacturer delays, utility interruptions, unexpected unavailability of materials, property access restrictions or comparable circumstances.

ThermAll will make reasonable efforts to minimise disruption and resume affected works as soon as reasonably practicable.

21. Acceptance & Contract Documents

Acceptance of a quotation, booking or other instruction to proceed, whether electronically, in writing or by another agreed method, constitutes acceptance of these Terms & Conditions where they have been provided or made available to the customer before the Contract is entered into.

The applicable quotation, Scope of Works, booking confirmation, agreed variations and these Terms & Conditions together form the Contract between ThermAll and the customer.

Where there is an inconsistency between these Terms & Conditions and a specific written provision expressly agreed for an individual job, the specifically agreed provision will take precedence in relation to that matter.

Nothing within the Contract removes or reduces any rights afforded to the customer by applicable law.