## MGC SERVICES (Est. 1989) LTD - TERMS & CONDITIONS

- Whilst all reasonable care will be taken during the execution of the works, no responsibility can be accepted for any faults or failures that may occur to existing pipework, fittings, equipment, etc. due to disturbance caused by the proposed works.
- 2. The attached Estimate is based on a non-intrusive survey of the property and, as such, it is assumed that any existing systems that we connect to are in good condition and in working order. Should we find, during the course of the works, any faults with the existing systems we reserve the right to make a charge for correcting same. Should the Client fail to mention any relevant facts relating to the existing installation we reserve the right to make a charge for correcting same.
- Dismantling and reinstatement of any fitted cupboards etc. to permit the proposed works to proceed will be charged at an extra cost unless specified.
- 4. If, during the execution of the proposed works it is necessary to gain access into floors below fitted carpets, these will be lifted by us and laid back on completion. No re-stretching or fixing has been allowed for unless specified. For floors covered with thermoplastic tiles, vinyl sheet covering, cork tiles or laminate flooring, no allowance has been made for reinstatement unless specified.
- 5. During the execution of the proposed works, it may be necessary to isolate various water, gas and electrical services. This will be advised in good time and the period of isolation will be as short as possible.
- 6. Whilst all holes formed during the execution of the proposed works will be made good on completion, no allowance has been made for reinstatement of decorations. We do not guarantee to match existing brickwork where boiler flue terminals have been removed.
- 7. No allowance has been made for casing in of pipework or painting/decorating of the new works.
- 8. It has been assumed that unrestricted access to all relevant parts of the property will be afforded to us during the course of the works. Any delays caused by restricted access not notified at the time of survey may be subject to an extra charge and/or delay in completion.
- Where other Trades are involved in the works and these Trades are not under our control any delays that may be caused to our progress by these Trades may be subject to an extra charge and/or delay in completion.
- 10. Unless specified the works will be carried out in one continuous visit. Extra visits at the request of the Client or caused by circumstances beyond our control will be subject to a surcharge and may affect the completion date.
- 11. Ownership of any materials supplied, whether fixed or unfixed, shall not pass to the Client until payment in full has been received for said materials. We reserve the right to take whatever legal action may be necessary to secure payment for the works carried out and materials supplied either fixed or unfixed.
- 12. No allowance has been made for out-of-hours working unless specified or to suit our own requirements.
- 13. All dates or times given for the start of or duration of the works are given in good faith based on the information gained during the survey and our current workload commitments. These times may be varied, however, due to unforeseen circumstances i.e. emergency call-outs, breakdowns etc. or to circumstances beyond our control. No liability will be accepted if it is not possible to meet Client's timescales.
- 14. The works described in the Estimate will be guaranteed for a period of 12 months from the date of completion against faulty design and workmanship. The materials supplied will be subject to the Supplier's/Manufacturer's guarantees. The Client's Statutory Right(s) in law are not affected by this guarantee. This guarantee does not extend to existing, installed equipment, pipework or fittings.
- 15. Whilst certain items may be specified by name or model, we reserve the option to supply goods of a different manufacture providing they shall be suitable for the purpose intended.
- 16. Any items or materials supplied by the Client or Others for our fixing will be unpacked and inspected in the presence of the Client. Any faults found will be pointed out to the Client whose responsibility it will be to obtain replacement items. Any delays caused by faulty or damaged items may be chargeable, may result in us withdrawing from Site and may affect the completion date of the works.
- 17. Any additional works that the Client requires to be carried out whilst the specified works are being executed will be charged at extra cost. An indication of such cost will be given and the Client's agreement to same will be obtained before the additional works proceed.
- 18. The Estimate is open for acceptance for a period of 30 days providing he works can be commenced within 90 days; both periods from the date of Estimate and thereafter may be subject to revision or withdrawal.
- 19. Terms of payment are given on the Estimate for the works and it is a condition of acceptance that these be adhered to. We reserve the right to charge interest at the rate of 5% above Lloyds Bank plc's current base rate per month on overdue accounts.
- 20. The price specified in this Estimate does not include costs for the removal of any dangerous waste materials such as asbestos found when carrying out the works. This will be subject to an extra charge.
- 21. Acceptance of the Estimate confirms acceptance of these Terms & Conditions.
- 22. Prior to commencement of work involving gas appliances, the existing gas supply will be subject to a soundness test to check for compliance with Gas Safety Regulations. Any faults found will be advised to the Client and any rectification works required may be subject to additional charges.
- 23. Should the works include a Powerflush of the existing heating system, it must be pointed out that, whilst this treatment is generally harmless, depending on the condition of the existing components the process may find weaknesses in the system. Should any such problems be encountered then any rectification works required may be charged at an extra cost.
- 24. Should the works include a new Combination Heating Boiler unit connected to an existing heating system, the Client should be aware that the higher pressures used by this type of boiler may find weaknesses in the existing system. Any repairs required in this respect are not included in this Estimate.
- 25. The areas where the works are being carried out should be kept smoke/vape free.
- 26. It is the responsibility of the Client to ensure that all children and pets are kept away from the areas in which we are working.
- 27. If the proposed works are carried out in a Leasehold property then it is the sole responsibility of the Client to ensure that all necessary permissions have been obtained in writing from the Landlords/Managing Agents. We accept no responsibility whatever for any works carried out with the necessary permissions. We can furnish details of the proposed works if so required at possible additional cost.