



**D.HARRIS HEATING
& PLUMBING LTD**

Boiler Repair

Terms and Conditions

Version 2022/11B

These Terms and Conditions constitute the entire Agreement between You and D HARRIS HEATING & PLUMBING LTD for our Gas Boiler Repair Service. IT IS IMPORTANT that You read these Terms and Conditions as You will be bound by these Terms and Conditions once the Agreement comes into existence. Please pay particular attention to Clauses 8 (Warranty), 11 (Limitations on Liability)

1. INTERPRETATION AND DEFINITIONS

- 1.1. Unless the contrary intention appears, words in the plural shall include the singular and words in the singular shall include the plural.
- 1.2. Reference to any statute or provision of any statute shall be deemed to include any statutory modification, substitution, or re-enactment thereof or any statutory instrument, order, regulation, byelaw, permission, or direction made thereunder or under such modification, substitution or re-enactment.
- 1.3. References to clauses are clauses in these Terms and Conditions.
- 1.4. The term "person" shall include an individual, firm, company, corporation, and any unincorporated bodies of persons.
- 1.5. Wherever the following words and phrases appear in the Sales Quotation or these Terms and Conditions, they will have the following meaning:
"Agreement" means these Terms and Conditions together with the Sales Quotation;
"HH," "Us" or "We" means **D HARRIS HEATING & PLUMBING LTD.**
"Boiler" means a gas fired domestic Central Heating System boiler and plumbing components including a circulating pump, expansion vessel, safety valve connected by internal piping which does not exceed 37kW output.
"Customer" of "You"/"Your" means the customer(s) who makes this Agreement with us, and includes a person who We reasonably believe is acting with Your authority or knowledge;
"IS 813:2014+A1:2017" means Irish Standard 813:2014+A1:2017 for Domestic Gas Installations as laid down by the National Standards Authority of Ireland, as amended or replaced from time to time, and any reference in these Terms and Conditions to a specific provision of IS 813:2014+A1:2017 shall be a reference to such provision as amended or replaced from time to time;
"Manufacturer's Terms and Conditions" means the terms and conditions in respect of the products and parts supplied by a manufacturer as amended from time to time;
"Manufacturer's Warranty" means the warranty which may be applicable in respect of replacement parts, the Boiler, the Central Heating Parts and/or the Controls;
"Our" means belonging to HH;
"Parties" means us and You.
"Property" means the property where the Central Heating System, boiler and controls or fixed electrical wiring system is situated;
"Energy Services Engineer" a qualified, experienced, Registered Gas (RGI) engineer engaged by HH to carry out the work;
"Terms and Conditions" means these terms and conditions; and
"VAT" means value added tax at the applicable rate from time to time.

2. THE SERVICE

- 2.1. HH domestic Boiler Repair includes 1 call out from one of our Energy Services Engineer and up to 60 minutes' labor (the "Service").
- 2.2. The Service will only be conducted during normal working hours (8.00am to 6.00pm Monday to Friday and 8.00am to 4pm Saturdays excluding bank holidays and public holidays in Ireland), unless otherwise agreed between You and HH. The Energy

Services Engineer will carry out the Service on the date agreed between You and HH.

- 2.3. Where our offices are busy, a facility for You to leave us a message identifying Your address and contact details will be available to assist our staff to follow up with You. We will endeavor, subject to workloads and labor availability, to give priority in response to any breakdown or failure of Your boiler and to respond to Your call.

- 2.4. All visual checks and tests applied by our Energy Services Engineer as part of the Service are in accordance with IS 813:2014+A1:2017 as laid down by the National Standards Authority of Ireland for domestic gas installations and, where supplied, the Energy Services Engineer will follow manufacturer's instructions for servicing Your boiler.

- 2.5. This product is only for the repair of a central heating boiler that does not exceed 37kW output

- 2.6. For the avoidance of doubt, a Boiler Repair as described in these terms and conditions does not include a Boiler Service and Safety Check.

3. PRICE

- 3.1. The price for the Boiler Repair is available on the HH Website is inclusive of VAT but does not include the cost of replacement parts. You will be advised of the price at time of booking.
- 3.2. Payment may be made either by credit card or debit card at the time of booking or to the Energy Services Engineer on completion.

4. SUPPLEMENTAL COSTS

- 4.1. If Your boiler requires work which will take longer than the 60 minutes included in the price of the Service, additional costs will be charged as per our rate card which is available on our Website or from our Energy Services Engineer. After the 60-minute duration of the Service, any additional time agreed to be spent servicing Your boiler will be charged in 20-minute units. Your consent is required before any additional costs are incurred by You.
- 4.2. Additional costs will be incurred for any works to Your Central Heating System unless otherwise agreed with HH or our Energy Services Engineer. The price for any works to Your Central Heating System will be agreed with You by our Energy Services Engineer prior to commencement of the works to Your Central Heating System.
- 4.3. The Service is only for the repair of a central heating boiler that does not exceed 37kW output. If Your boiler is not a Boiler (as defined in these Terms and Conditions) additional charges may apply to the Service and these will be agreed with You prior to commencement.

5. CANCELLATION / TERMINATION

- 5.1. If You wish to cancel an appointment with us, You must do so within 48 hours of Your appointment time by contacting us on 01-8669100 or by sending an email to info@harrisheating.ie. If You cancel Your appointment less than 48 hours before the appointment time, We reserve the right to charge You a cancellation fee, as per our rate card which is available on our Website. Repeated cancellations by You or lack of access to Your Property may, at our discretion, result in refusal to carry out any work associated with Your appointment. Upon cancellation or termination by You, HH will have no further duties with respect to Your appointment.
- 5.2. HH shall be entitled to cancel Your appointment, at any time, without giving a reason and We will have no further duties with respect to Your appointment.

6. REFUSAL TO PROVIDE THE SERVICE

- 6.1. HH shall be entitled to refuse to provide the Service to You, at any time, without giving a reason.
- 6.2. HH reserved the right to refuse to provide the Service, if, in the opinion of our Energy Services Engineer, Your boiler is unsafe or dangerous; cannot be maintained in good working order by replacement parts; is damaged beyond economic repair; requires specialized training/equipment/technical advice that is not available to HH; is not installed in accordance with manufacturer's instructions and/or industry best practice; is not a Boiler (as defined in these Terms and Conditions); or may be subject to aggressive/corrosive water, gas or electrical supply issues or there is an issue with any part of the installation.

7. REPLACEMENT PARTS

- 7.1. The Energy Services Engineer may, while carrying out the Service, identify parts in Your boiler requiring replacement.
- 7.2. The Energy Services Engineer will advise You of the cost of replacing these parts and, subject to Your consent, will supply and fit suitable replacement parts.
- 7.3. If during the Service, the Energy Services Engineer is required to leave Your Property to obtain any replacement parts, HH shall require payment for the Service before the Energy Services Engineer leaves Your Property.
- 7.4. Payment for replacement parts will be required at the time of installation of the replacement parts. In some circumstances and depending on the cost or availability of a replacement part, HH reserves the right to request payment in advance of installation of the replacement parts. Ownership of any replacement parts will only pass to You upon payment.
- 7.5. Replacement parts may not be identical to the parts in Your boiler being replaced and may be from a different manufacturer.
- 7.6. A Manufacturer's Warranty may apply to any replacement parts installed by the Energy Services Engineer (from date of installation of the replacement part).
- 7.7. HH will not be responsible for any delay or non-availability in the provision of replacement parts by suppliers or manufacturers.

8. WARRANTY

- 8.1. All work undertaken by the Energy Services Engineer carries a 30-day labour warranty from the date the work is carried out.
- 8.2. If You have any problems with the work undertaken by the Energy Services Engineer and notify us of same within this period of 30 days, there will be no call out charge payable by You if the Energy Services Engineer is required to call back to You.
- 8.3. If the Energy Services Engineer identifies a problem that is not related to the works, he/she carried out, the Energy Services Engineer will advise You accordingly and, subject to Your consent, will attempt to rectify the matter.
- 8.4. You will be charged for the time it takes for the Energy Services Engineer to rectify the matter and for the cost of any replacement parts required. Time will be charged in 20-minute units as per our rate card which is available on the HH Website. You will not incur any charge without Your prior consent.

9. CONDITION OF APPLIANCE/CENTRAL HEATING SYSTEM

- 9.1. Any work carried out by HH to an appliance does not imply that the appliance is adequately manufactured or installed or that it satisfies applicable standards or regulations. In no circumstances, does HH accept responsibility in relation to inadequacies with the original design or installation of an appliance or Central Heating System. Moreover, HH does not warrant the fitness for purpose or condition of an appliance or Central Heating System.

10. USE OF SUBCONTRACTORS

- 10.1. We reserve the right to use sub-contractors to carry out the work to be carried out pursuant to the Agreement.

11. LIMITATION OF LIABILITY

- 11.1. HH shall not be liable for any work carried out

- on Your boiler, appliance, or Central Heating System by a third party and We reserve the right to immediately terminate any warranty provided by us in relation to Your boiler, appliance, or Central Heating System where work is carried out by a third party without our prior written consent.
- 11.2. You hereby agree to indemnify us and keep us indemnified in respect of any actions, claims or proceedings brought against us together with all loss, damage, costs, and expenses which We may incur because of any work carried out on Your boiler, appliance, or central heating system by any party other than HH without our prior written consent.
- 11.3. In no circumstances shall We be liable for any indirect, special, or consequential loss You suffer arising out of or in connection with the provision or non-provision of any goods or services because of the Service.
- 11.4. We have no obligation, duty, or liability to You, in contract or tort, for breach of statutory duty or otherwise beyond that of a duty to exercise reasonable skill and care.
- 11.5. Nothing in the Agreement purports to disclaim liability for fraud or for death or personal injury to You which is attributed to HH. In addition, nothing in the Agreement purports to contract out of the implied undertakings as to quality of service in Section 39 of the Sale of Goods and Supply of Services Act 1980.
- 12. FORCE MAJEURE**
- 12.1. HH shall not be liable if any or all of our obligations under the Agreement cannot be carried out or fulfilled for reasons beyond our control including, but not limited to, Acts of God, industrial dispute, explosion, flood, lightning, storms, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or disorder, acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental authority, import or export regulations or embargoes, defaults of suppliers or sub-contractors or any act or omission of any nature whatsoever on the part of the Customer or its agents.
- 13. USE OF PERSONAL INFORMATION**
- 13.1. HH will comply with our obligations under any applicable data protection legislation.
- 13.2. In order that HH may perform its obligations under these Terms and Conditions and provide You with the service, HH will collect and use information relating to You. HH may keep this information for a reasonable period after it has ceased to provide You with the service but will not keep it for any longer than is necessary and/or as required by law.
- 13.3. Information which You provide, or We hold may be used by us, our employees, subcontractors and/or our agents.
- (a) for the purposes of attending Your property,
- (b) to help identify You when You call.
- (c) for contacting You in writing and/or by phone and/or by text message and/or by e-mail with information about other services and products offered by us and/or our carefully selected partners where You have consented.
- (d) to detect and prevent crime, fraud and loss.
- (e) for health and safety and risk assessment.
- (f) for administering accounts; and
- (g) for credit checking purposes
- 13.4. HH may disclose Your information to any agent or third-party service provider who HH may engage to assist us in the performance of the service. Such agents or third parties are only permitted to use Your data as instructed by HH. They are also required to keep Your data safe and secure.
- 13.5. In the event that You speak to any employees of HH (or agents acting on its behalf) by telephone, Your telephone conversations may be recorded for quality control purposes. HH will treat the recorded conversation confidential and will only use it for staff training/quality control purposes, confirming details of Your conversations with HH or any other purposes mentioned in these Terms and Conditions.
- 13.6. You are entitled to a copy of Your personal data which is held by Us. You also have the right to require Us to correct any inaccuracies

in Your information.

14. COMPLAINTS PROCEDURE

- 14.1. You can register Your complaint with us in any of the following ways:
- (a) by calling our customer contact team on 01-8669100.
- (b) by email to info@harrisheating.ie.

15. GENERAL

- 15.1. These Terms and Conditions apply to the Service provided by D HARRIS & HEATING PLUMBING LTD, with registered office at Unit 11A, Santry Business Park, Dublin D09T9C4, trading as HH.
- 15.2. **Notices:** Any notice or account sent by ordinary post relating to the Service shall be deemed to have been received on the day that is the 2nd postal day after the day of such posting. Any notice sent by the Customer by electronic mail shall be deemed to have been received upon confirmation of receipt from HH by electronic mail or by post. Any notice required or permitted to be given by the Customer shall be in writing addressed to D HARRIS & HEATING PLUMBING LTD, Unit 11A, Santry Business Park, Dublin D09T9C4 or such other address or electronic mail address as may be provided to the Customer by HH from time to time.
- 15.3. **Authority:** By entering into this Agreement with HH, You shall be deemed to have obtained all such licences and consents as are required, to allow HH to lawfully undertake the Service or other works. If You have failed to obtain all necessary licences and consents required, You will indemnify HH for all loss or damage suffered and shall remain responsible for all work done and materials supplied on a quantum merit basis.
- 15.4. **Asbestos:** Unless otherwise stated in correspondence with HH, the Service does not allow for working in the vicinity of asbestos. If during the provision by HH of the Service asbestos is encountered HH reserves the right to withdraw its staff immediately until the premises is made safe. The presence of asbestos on the premises will be reported to You by HH for Your instructions regarding safe disposal. HH will not be responsible for the cost involved in disposing of any asbestos found.
- 15.5. **Amendments:** We reserve the right to change these Terms and Conditions at any time. We will publish details of any changes on the HH Website as soon as possible prior to the changes being introduced.
- 15.6. **Assignment:** The Agreement is personal to You and therefore may not be assigned or transferred by You to any other person without our prior written consent. For business reasons, We have the right to assign the Agreement to any company or person.
- 15.7. **No waiver:** No forbearance, indulgence, or relaxation on the part of HH shown or granted to the Customer shall in any way affect, diminish, restrict, or prejudice the rights or powers of HH or operate as or be deemed to be a waiver of any breach of the Agreement.
- 15.8. **Severance:** If any provision of the Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provision in question shall not be affected.
- 15.9. **Governing Law:** This Agreement shall be governed by and construed in accordance with the law of the Republic of Ireland. The parties irrevocably submit to the exclusive jurisdiction of the courts of Republic of Ireland.
- 15.10. **Entire Agreement:** This Agreement constitutes the complete agreement between You and us in relation to the Boiler Service and supersedes all prior understandings, agreements, representations, or communications whether written or oral between You and us relating to the subject matter hereof, but no term purports to exclude liability for fraud.