

Terms & Conditions – Power or chemical flushing

1. DEFINITIONS

In these terms and conditions (“Conditions”):

“Company” – MCE HeatCool Ltd. of 82 Sidney Street, King’s Lynn, Norfolk, PE30 5RF

“Contract” – means the contract for the provision of Services and formed in accordance with clause 2, parts 1, 2 & 3 below.

“Services” – means the work, which we have agreed to perform for you and detailed where applicable in our quotation.

“you” – means the customer placing the order for the Services and identified in our quotation.

2. APPLICATION OF CONDITIONS

. **2.1** These conditions apply to any order placed by you with a company, sub-contractor or other person acting as our agent or with the Company or its employees directly.

. **2.2** The Contract between you and us is formed once the Company has accepted the order placed by you. These Conditions are incorporated into and shall govern the Contract excluding all other terms and conditions.

. **2.3** Any quotation in respect of the Services and contained in any advertisement shall not constitute an offer capable of acceptance by you but merely an invitation to place an order.

3. CHARGES

. **3.1** The price for the Services as detailed in our written or verbal quotation is based on provision of the Services during normal working hours which are 8.00 am to 5.00pm Monday to Friday. If you want us to work outside normal working hours it may be necessary for us to make an additional charge which we would agree with you in advance.

. **3.2** There will be an additional charges for variations or additions to the Services which you ask for or which we find to be necessary whilst we are doing the work and which could not have been identified when originally quoting. In such a case we will explain to you the reasons for the extra work and let you know in advance what the charges will be.

. **3.3** You shall pay the price and any additional charges in completion of the Services on the date shown on the invoice for the work. The Company reserves the right to refuse any debit or credit card in its absolute discretion.

. **3.4** Where systems require pre-dosing or are a commercial project then a deposit of 1/3 of the value of the project will be charged on booking.

- . **3.5** Unless otherwise stated all prices quoted to you are exclusive of VAT at the current rates.
- . **3.6** Where Projects or Contracts are 'ongoing' we reserve the right to remove equipment and or suspend services should payments fall overdue. Additional costs may be incurred to ^{[[]]}_{SEP}reinststate such equipment and or services.

4. SUPPLY OF THE SERVICES

- . **4.1** The Company will try to perform the Services within the time estimated but this is an estimate only and not a guarantee. The Company cannot be held responsible for delays due to weather or other circumstances beyond our control and will agree an alternative date with you.
- . **4.2** The Company will need access to your premises at all times to perform the Services. You must ensure the working area is clear and free from all obstacles and hazards. The Company shall not be liable for any delay in performing the Service where this is due to your failure to comply with this clause.
- . **4.3** If you are a tenant, you may need your landlord's permission for the Services to be carried out. The Company will assume that you have such permission and will not have any liability for any loss or damage arising from a failure to obtain such permission.
- . **4.4** It is your responsibility to ensure before the Company starts the Services that there is adequate water, gas and electricity supply to your home and drainage. If not the Company has the right to cancel the contract without liability on its part.

5. OUR LIABILITY

- . **5.1** We will perform the Services with all reasonable care and skill, but you accept that the Services (including removing or dismantling existing fixtures and fittings) may cause minor damage which could require some redecorating. This is your responsibility.
- . **5.2** The Company will not be responsible for any leaks in the central heating system following the Services unless this is due to our negligence. Should leaks occur you may need to take up carpets and floor coverings (including tongue and groove, parquet, hard wood, rubber, tiled floors or other) and we will assist you with this to the best of our abilities if required. In such case, it will be your responsibility to replace the flooring when the Services have been completed. You may decide to call a specialist contractor to do this work for you. Following our work redecoration, cleaning or removing of odours may be needed, this is your responsibility.
- . **5.3** The aim of power flushing is to clean corrosion debris and lime scale from heating systems as thoroughly as possible. Due to the materials

system components are made from, specifically iron and steel, there will always be some corrosion debris on metal surfaces and subsequently in circulation. Similarly, fresh water added to systems will contain an amount of dissolved lime scale, which can subsequently deposit onto systems components. Some corrosion debris may remain in the system after power flushing due to:

i) System components (heat exchangers, diverter valves, thermistors, pumps, air vents / separators, pressure vessels, PRV's, cold feed pipes, motorised valves, TRV's, filling loops etc) may not allow all corrosion debris or lime scale to be removed due to their design, position or condition.

ii) Solid blockages in pipes or stuck valves can prevent circulation and therefore cleaning of a pipe circuit or radiator.

iii) Ongoing corrosion due to design faults such as: systems pumping over into feed and expansion header tank, pumps drawing in air or the presence of different metals leading to electrolytic corrosion.^[SEP] Where design faults and faulty components have been identified the Company will when able offer to rectify / replace as appropriate, and there will be an additional charge for such work. If you do not wish to pay the Company for rectifications or the Company is not able to carry them out, then the Company will endeavour to clean the system as thoroughly as possible accepting the limits of the system. You accept the limitations of the Services provided in these circumstances and that a completely thorough clean may not be possible.

. 5.4 Boiler and system noises (e.g. heat exchangers kettling and pipework noises) are often symptoms associated with corrosion debris, which can be cured by the power flush process. These noises can sometimes persist after the power flush and are not an indication of the job not having been carried out thoroughly.

. 5.5 After the service there can be dissolved gases present in the system due to; the churning action of the pump, fresh metal surfaces, fresh added water and inhibitor. Therefore, to avoid airlocks in boilers, pumps and pipework it is vital that auto air vents are fitted and function. The Company can fit if requested.

. 5.6 Where the Company needs to connect or disconnect equipment to your existing central heating system in order to carry out the Services, the Company will not be liable for any damage that occurs as a result of existing defects in your central heating system or existing pipe work unless such damage was reasonably foreseeable by the Company before the

Services commenced or arose as a result of our negligence. Central pumps sometimes require replacing after power flushing as the existing pump having worked under strain may not survive being refitted.

. **5.7** All other warranties, conditions and other terms implied by statute or common law are to the fullest extent permitted by law excluded from the Contract. Your statutory rights as a consumer are not affected.

. **5.8** The company is only liable for foreseeable losses and shall not be liable for any indirect, consequential or pure economic loss suffered or incurred by you arising out of this Contract.

. **5.9** Nothing in these Terms and Conditions excludes or limits the Company's liability: for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation; or for any matter which it would be illegal for the Company to exclude or attempt to exclude liability for.

6. GUARANTEE

. **6.1** The power flush Services we offer aim to clean heating systems as thoroughly as possible and cannot guarantee the functioning of boilers, heating system components or that central heating pipe systems have been designed and installed correctly. Examples of non-ideal systems are: single pipe systems, gravity flow circuits; pumps positioned where subject to air locking or which draw air into the system, pipework or air traps without functioning air vents; feed tank overflows without necessary clearance above pumps, microbore pipework (especially with double entry valves). Unless the Company has indicated that it is unable to guarantee the Services, the Company shall guarantee to repeat the Services for a period of twelve months from the date of completion, should it consider an abnormal presence of corrosion debris, providing you have paid all sums due to us in full. Should the Company be requested to re-flush a system by the customer during the guarantee period, or, on the advice of third parties or otherwise, then there will be a charge of 50% of the original price to cover the basic costs, payable in advance. Insertion of inhibitor into the heating system is required to be done annually at a cost to validate the period of the guarantee

. **6.2** All new goods and parts provided by the Company will where applicable be subject to manufacturer's warranty. This guarantee does not apply:

. **6.2.1** To any existing equipment at your premises which was not supplied by us.

. **6.2.2** Where you, other equipment or devices cause failure in the heating system.

. **6.2.3** Where the failure is due to work carried out by other third party contractors.

. **6.2.4** Where the failure is caused by or as a result of the wiring or connecting pipes and other equipment to the system being defective,

requiring repairing or replacing through no fault of the Company.

. **6.2.5** Where you have not notified us in writing within 7 days after the defect was discovered.

6.3 We offer no guarantee in respect of blockages or 'sludge build-up' where a system has all or any plastic pipework.

7 GENERAL

. **7.1** The Company will not be liable if it cannot fulfil the Contract due to reasons outside its control, such as fire, accidents, war, adverse weather, industrial disputes, strikes and lock outs not directly involving us.

. **7.2** No third party other than you will be able to benefit from this contract.

. **7.3** We add a Build-Cert Inhibitor at the rate of 0.5 litre per 100 litre system volume.

. **7.4** These terms and conditions together with the quotation set out the whole agreement between us and you. If you do not think so or have any queries, please contact the Company's office.

. **7.5** You agree that we may process your personal data in accordance with the Data Protection Act 2018 and any other applicable data protection legislation for operational, legal or administrative purposes and may pass such data to the Company.

Customer Signature:

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