

Terms of Service & Disclaimer

1. Definitions

- 1.1. 'The Company' refers to Jack Mundinano trading as Dr Heat Pump.
- 1.2. 'The Customer' refers to any company, firm, or individual or agent thereof to whom the contract is addressed.
- 1.3. 'The Engineer' refers to the competent operative appointed by the company to carry out work.
- 1.4. 'Heat Pump' refers to air to water heat pump outdoor units (that utilise a vapour compression system), and components, electronic, hydronic or refrigerant, inside of the building in a single enclosure that is part of the heat pump system supplied by the manufacturer of the outdoor unit, necessary for the basic function of the system.
- 1.5. 'Tank' refers to heated water storage, both vented and unvented, for the purpose of domestic consumption for baths, showers, hot taps etc.
- 1.6. 'Buffer' is a hydronic component and refers to a volume of water for the purpose of storing energy for space heating and/or providing hydraulic separation.
- 1.7. 'Hydronic Component' refers to any part of the installation handling moving water around the property for the purpose of space heating by means of sensible heat changes in the water.
- 1.8. 'Others' refers to any installer, manufacturer, engineer, persons competent or otherwise, and service provider other than the representative appointed by the company who has been involved previously, or in the future with the installation, commissioning, maintenance, repair or disposal of systems/installations relevant to heat pump operation.

2. General

- 2.1. These terms and conditions shall apply to the supply of all goods and services supplied by The Company.
- 2.2. Unless agreed in writing by a Director of The Company these Terms of Service shall prevail over any terms proffered by The Client.
- 2.3. Should any clause of these Terms of Service be void or voidable the existence of such a clause shall not prejudice the enforceability of the remaining clauses.
- 2.4. These terms shall represent the entire agreement between The Company and The Customer.
- 2.5. We reserve the right to change the terms in this contract without notice.
 - 2.5.1. The terms at the time that you booked your appointment shall apply to that appointment, even if they have changed between the booking and execution of the appointment.
 - 2.5.2. Subsequent appointments will have the new terms applied to them.
- 2.6. By using The Company, you agree to the terms laid out in this Contract.

3. Maintenance & Service

3.1. Purpose

- 3.1.1. The Purpose of maintenance & service of heat pump and hydronic systems is to:
 - 3.1.1.1. **Reduce the likelihood** of breakdowns by cleaning filters and strainers.
 - 3.1.1.2. Clean heat pump evaporator coil to improve the efficiency of transfer of heat energy from the outside air into the refrigerant.
 - 3.1.1.3. Non-invasive check for refrigerant leakage.
 - 3.1.1.4. Maintain critical safety components to unvented hot water systems.
 - 3.1.1.5. Measure and record system operating parameters for future reference.

3.2. Disclaimer

- 3.2.1. Inspections made during a maintenance visit:
 - 3.2.1.1. are not exhaustive and,
 - 3.2.1.2. are for the purpose of risk assessment to protect the engineer(s) to safely provide maintenance to the heat pump system and the electricity and water services supplying it.
- 3.2.2. During a maintenance visit it is assumed that the installation has been commissioned correctly by others to the manufacturer installation requirements, any relevant statutory regulations and non-statutory guidance.
- 3.2.3. During a maintenance visit, the engineer is not required to identify any items of non-compliance of the installation with manufacturer requirements, statutory and non-statutory regulations.
- 3.2.4. Any report and/or worksheet issued following a maintenance service visit is **not** a certificate of compliance with any statutory act, regulation, ordinance or by law, nor a certificate of compliance with any non-statutory guidance, regulation or manufacturer requirements.
- 3.2.5. On conclusion of a maintenance visit, an effort will be made to return the system to its state of operation prior to commencement of the service tasks where practicable except for any changes made whether highlighted to the client.

3.3. What's included.

- 3.4. A 'Standard Service' includes, where applicable, but not necessarily:
- 3.4.1. Check and clean of 1 heat pump outdoor unit,
 - 3.4.2. Maintenance to 1 unvented hot water cylinder that must be heated by the same heat pump outdoor unit that is serviced during the visit,
 - 3.4.3. Maintenance to hydronic components which, if present, may or may not be located within the heat pump unit.

4. Breakdown & Fault Investigation

4.1. Purpose

- 4.1.1. The purpose of fault investigation during a breakdown visit is to make a reasonable attempt to identify the cause of the error and/or non-operation of the system.
- 4.1.2. If the issue can be rectified within the time allocated for the appointment then an effort will be made to achieve this.
- 4.1.3. We will make a recommendation(s) to a course(s) of action to get your system up and running again.
- 4.1.4. An estimation of the cost of a repair recommendation may be provided, although we are not obliged to give this or continue service to the customer.
- 4.1.5. Inspections made during a breakdown visit are limited to those inspections necessary to reasonably identify the cause of the breakdown.
 - 4.1.5.1. Due to the above, please understand that defects may exist in the installation whose identification and rectification is outside of the scope of a maintenance/breakdown visit.

4.2. Disclaimer

- 4.2.1. The identification of defects to the installation falls outside of the scope of a breakdown visit.
 - 4.2.1.1. The above applies even if the defect is a factor in the cause of the breakdown.
- 4.2.2. We will investigate faults based on our experience & knowledge, and the symptoms described by the customer. Other defects in the system will not be investigated unless specifically requested and compensated by the customer.
- 4.2.3. When the cause of the breakdown is discovered, there is **no** guarantee that the system will operate correctly once the identified cause of the breakdown is rectified because;
 - 4.2.3.1. Sometimes defects hide behind other defects. For example, if a fan motor and PCB fail, it may not be possible to discover the faulty PCB until the fan motor has been replaced.
- 4.2.4. It is likely that the issue(s) will not be resolved during a breakdown visit as spare parts or more investigation time may be required.
- 4.2.5. Following investigation, a worksheet will be issued detailing the findings of the investigation.
- 4.2.6. Following investigation, we hold no responsibility to continue service to the customer nor to attempt to rectify the error or any other issues found during the investigation.

5. Remedial & Repair

5.1. Purpose

- 5.1.1. Repair visits are scheduled following recommendations made during a fault investigation and/or maintenance visit that requires repair and replacement of parts.
- 5.1.2. A reasonable attempt to rectify the issue will be made within the time allocated for the appointment.

5.2. Disclaimer

- 5.2.1. There are many unknown variables when undertaking this type of work thus:
 - 5.2.1.1. Any issues and/or setbacks will always be at The Customer's expense.
 - 5.2.1.2. A return visit may be required.
 - 5.2.1.3. Following an attempt to repair a system, we hold no responsibility to continue service to The Customer nor to attempt to rectify the error or any other issues found during the investigation and/or remedial/repair visit.
- 5.2.2. We reserve the right to refuse installation of parts not supplied by us.

6. Dangerous Situations

- 6.1. Should the engineer notice a defect in the installation which could cause a potentially unsafe situation, the engineer shall notify the client of the non-conformity verbally. By default, no effort to record and/or repair the presence of the situation will be made.
- 6.2. Defects that are noticed and are deemed as dangerous shall be removed so far as is safe and practicable, and notified to the client in writing.
 - 6.2.1. We do not accept liability for any loss and/or damages incurred as a result of actions taken by us to remove the hazard we believe is causing a danger to life or property.
 - 6.2.2. Following identification of a dangerous situation, we hold no responsibility to continue service to the customer nor to attempt to rectify the hazard or any other issues found, or to return anything to a safe and serviceable condition.

7. Prices, Payment & Fees

- 7.1. Site visits are charged at £125.00 for the first hour, and then £80.00 per hour onwards.
- 7.2. Site visits exceeding 15-mile radius of Andoversford, as the crow flies, are charged £2.50 per mile over the initial 15 miles.
- 7.3. Upon delivery to the Customer, all invoices are due for payment immediately.
- 7.4. Any part of an invoice which remains unpaid shall carry interest at the rate of 20% above The Bank of England base rate until payment in full is received by The Company.
- 7.5. All reasonable charges suffered by The Company in the collection of outstanding debt will be added to The Customer's account.
- 7.6. For works with value over £500, a 50% deposit will be required.
- 7.7. No retention of payments shall be held by The Customer unless agreed in writing prior to the commencement of works.

8. Cancellations & Satisfaction

- 8.1. You may cancel your appointment without penalty 48 hours before the start time and date. An appointment is deemed cancelled once it has been reasonably notified to us that you wish to cancel. Examples of reasonable notification are:
 - 8.1.1. Notifying us via a phone conversation,
 - 8.1.2. Leaving a message on our business phone line,
 - 8.1.3. Notifying us via our business WhatsApp,
 - 8.1.4. Sending an email to hello@drhp.co.uk.
- 8.2. If you cancel your appointment within 48 hours before the start time and date we will charge a £30.00 inconvenience fee. This will be taken from the cost of your pre-paid appointment should you require a refund, or billed to you should your appointment be rescheduled. We will not visit site if your account has balance outstanding.
- 8.3. If we make a site visit but are unable to gain access to the property, we will cancel the appointment and charge a travel fee of £30.00 plus £2.50 per mile as the crow flies between GL54 4HR, and your address. This will be taken from the cost of your pre-paid appointment should you require a refund, or billed to you should your appointment be rescheduled. We will not re-visit site if your account has balance outstanding.
 - 8.3.1. We will wait for 15 minutes after arriving to your appointment and make a reasonable attempt to contact you.
- 8.4. If you cancel an appointment after it has started, you will not be entitled to a refund.
- 8.5. If we need to cancel your appointment, we shall notify you as soon as practicable. You will have the choice to reschedule, or be refunded in full.
- 8.6. If you feel dissatisfied with services received from Dr Heat Pump, please report your grievances to hello@drhp.co.uk.

9. Liability for Loss or Damage

- 9.1. We do not know, and shall not be deemed to know, the true value of The Customer's property or premises, and is not the insurer thereof.
- 9.2. We shall not be held liable or responsible for any damage or defect resulting from work not fully guaranteed or where recommended work has not been carried out. Work will not carry a guarantee where the Customer has been notified by the operative either verbally or indicated in ticked boxes or in Comments/ Recommendations of any other related work which requires attention.
- 9.3. Where we agree to carry out works on installations of inferior quality or over ten years old at that date no warranty is given in respect of such works & the Company accepts no liability in respect of the effectiveness of such works or otherwise.
- 9.4. We shall only be liable for rectifying works completed by the Company and shall not be held responsible for ensuing damage or claims resulting from this or other work overlooked or subsequently requested and not undertaken at that time.
- 9.5. We are not responsible for redecoration that may be required following any kind of works. Damage can be caused by:
 - 9.5.1. Water leaks,
 - 9.5.2. Removal of electrical accessories,
 - 9.5.3. Other, this list is not exhaustive.
- 9.6. We are not liable for loss of payments relating to grants/tariffs/other incentives because of work carried out by us. It is up to the Customer to ensure the terms of their government issued incentives are met.

10. Guarantees

- 10.1. Heat pump maintenance and breakdown visits do not provide nor imply a warranty for continued or correct operation of the system. Any breakdown or error following a service is not the liability of The Company, and subsequent visits are billable.
- 10.2. Remedial & repair work carried out by us comes with a 12-month workmanship warranty.
- 10.3. For parts supplied by us, we shall carry out replacement or repair of parts and rectification of faults free of charge except for any such things made necessary by wilful or negligent act of any person (other than the Installer, its employees, and agents), or by some other cause or peril beyond The Companies control.
- 10.4. The Guarantee is not transferable to a third party.

- 10.5. We are not liable to carry out work free of charge under warranty terms for failed parts/equipment not supplied by us. It is the responsibility of The Customer to source warranty replacement parts from his/her initial retailer.
- 10.6. Work carried out to one aspect of a system does not imply warranty to the whole system. For example,
- 10.6.1. If we replace a fan motor, only the fan motor has a workmanship warranty and subsequently if your compressor fails this is by no means covered by any guarantee.

11. Company Obligations

- 11.1. We shall ensure all maintenance and service work is carried out with due care and attention and as such will not be held liable for any faults which occur after an equipment service/check.
- 11.2. The Company reserves the right to refuse or decline work at its own discretion.

12. Customer Obligations

- 12.1. Provide us with safe and unobstructed access to the Premises.
- 12.2. Provide parking within 15 second walk from the Premises.
- 12.2.1. Any fees incurred by us for parking, tariffs or fines, shall be passed on to The Customer.
- 12.3. Provide us a safe working space:
- 12.3.1. Notify us of any hazardous materials, services, situations and ignition sources.
- 12.3.2. Keep dogs and other animals that pose a danger to us under control or locked away.
- 12.3.3. Provide adequate WC facilities.
- 12.4. The Customer shall be responsible for the rectification/organisation of works to rectify faults and/or dangerous situations pointed out by us.

13. Force Majeure

- 13.1. Any failure by us to perform any of its obligations by reason of any cause beyond the control of the installer shall be deemed not to be a breach of this contract.

14. Governing Law

- 14.1. These Terms of Service shall be governed by the Laws of England. The English Court shall have sole jurisdiction in any dispute arising from them.