

Terms and conditions V1 as of 17/01/19 Responsive Maintenance.

Responsive maintenance is unplanned and reactive maintenance performed to restore an asset to an operational or safe, secure condition at the request of the customer within a compressed time frame.

At Z2 Engineering we aim to make everything as straight forward as we can.

Our terms and conditions are written in plain English and are as jargon-free as possible. If you would like any help or more information, please get in touch with our customer services team at info@Z2engineering.co.uk

Background

In these Terms & Conditions Z2 Engineering Limited (a company registered in England & Wales with company number 07972875) will be referred to as 'the Company' and the person ordering the product will be referred to as 'the customer'.

1. All the terms of the contract between the customer and the company are contained in this document and written specifications provided to the customer by the company on the website. No variation of the terms shall bind either party unless such variation is made in writing and signed by the party to be bound.
2. Any concession, latitude or waiver allowed by the company at any time shall be without prejudice to their strict and full rights under this contract and shall not prevent the company subsequently exercising such rights.
3. We try to keep information on the website and in marketing materials relevant and up to date. However, such information should be used as a guide only and products and services are frequently updated and changed.

4. Any reviews or comments made by members of the public on this website are their opinions only and do not form any part of the specification or advice given by the company about products or services we supply.
5. Pictures, text, videos and other material contained on the company's website(s) and literature are subject to copyright restrictions and must not be copied or reproduced without the written consent of the Company.
6. Trademarks and other intellectual property of the company are protected and not to be replicated or reproduced.
7. The company is registered with the Financial Conduct Authority and may introduce you to third party finance providers if this is your preferred option of payment.

Communication

9. Unless otherwise stated in the Terms & Conditions, all communication between the customer and the company will be by post phone or email. The customer's email address used by the Company will be the same one supplied by the customer during the ordering process.
10. When the customer places a request for services from the company, the company will issue a fixed price quote on site before works start. The quote will state the following information;
 - i. details of what the customer has agreed to purchase
 - ii. the total cost
 - iii. who pays for returning goods
 - iv. an address where complaints can be sent
 - v. any guarantees or after-sales services we offer
 - vi. Payment terms and deposit required

In emergency circumstances a verbal quotation will be issued the following terms and conditions will still apply.

Delivery of services

11. The company works hard to ensure the delivery of services happens on time and with clear correspondence. Notwithstanding this, the customer accepts that sometimes delivery issues occur, and this does not give cause for cancellation.
12. The customer is responsible for notifying the company of any local restrictions that could impact the delivery of services, for example local parking restrictions, steep stair climbs, stair climbs longer than 20 steps, on foot carrying distances greater than 30 meters. If a redelivery is required because of an undeclared delivery restriction the company reserves the right to charge the cost for a redelivery and any other associated costs.
13. The customer agrees to have someone present at the property for when the services are scheduled to be delivered and agrees that if a delivery is aborted due to no one being at the delivery address then this will incur an aborted delivery charge.

Inspection of the site

Any changes in materials and/or specifications from those detailed in the contract, will only apply when supported by an Amendment to Order. Due to the nature of the works (Responsive) This can be in the form of a verbal or written agreement issued by the company, which must be approved by the customer (this approval may be carried out either by physical documentation/email or via verbal communication with management).

15. Whilst every effort is made to ensure the delivery of services in the timescales agreed during the ordering process are met, the company reserves the right to delay services for reasons including (for example) fires, strikes, illness, severe weather, lockouts, terrorism, war and any other causes beyond the control of the company interfering with its execution or completion of the contract. Time shall not be deemed to be the essence of the contract.

Carrying out work

18. You will need to provide free access to and from the property on the where works are to be carried out so that we can deliver services. You must also provide free access to water, gas and electricity for installing and testing your equipment.
19. During the fulfilment of this contract, the customer agrees to provide a safe and respectful workplace for any persons attending the installation address. Persons attending a property to carry out work connected with this contract will leave the property if rude, abusive or unsafe conditions are encountered. If this happens, it will be at the sole discretion of the company if a reattendance is arranged and what the charge for such a reattendance will be. In any event, no refund will be due from the company to the customer if the site is vacated for reasons of safety, abuse or general rudeness.
20. Prior to any attendance by the company, it is the customer's responsibility to secure any permissions, licences or permits that may be required to authorise the work. An example of such permit could be a listed building consent, landlord consent or freeholder agreement.
21. We will always try to complete work before 7pm but may on occasion need to use a reasonable amount of overtime to achieve completion. It is a condition of this contract that your approval to such overtime is granted, although we will endeavour to minimise any disruption or inconvenience.
22. Due to the company's policy of continuous improvement, the customer shall have the benefit of any modification the company may make to its products and procedures, albeit these changes may be made without prior notice to the customer. All illustrations within the company's website (and any advertising, marketing material or literature) and that of its suppliers are subsequently intended as a guide only.
23. Whilst all reasonable care will be taken by the company, it accepts no liability for any damage to existing plaster work, decorations, flooring etc which may be consequent upon the carrying out of the work detailed. Cuts or holes made to allow for equipment will be made good but not permanently finished or re-decorated. Floor boards will be reinstated or replaced where necessary, but special and/or laminated floors cannot be permanently re-fixed. Any carpets which are lifted will be re-laid to

the best of our operative's ability, however, we cannot be held responsible for carpets which have been nailed or glued down. It should be anticipated that an amount of redecoration may be required and this will be the customer's responsibility and is not included in the price.

Similarly, the company accepts no responsibility for damage which is attributable to structural defects or weaknesses unless such damage results from negligence on the part of the company, its operatives, servants or assigns. The Company cannot be held responsible for any damage caused by a third party employed by the customer.

24. Where pressurised hot water systems are installed as part of the works, the customer understands this could increase the water pressure in existing plumbing. Whilst the company will exercise reasonable care in assessing the suitability of existing systems, the company will not be liable for any damage caused to existing plumbing installations or any consequential damage caused by the failure or incompatibility of existing installations, taps, valves, showers, other fittings or any appliances.
25. Whilst engineers working on behalf of the company will take reasonable care not to damage wiring, plumbing and other services at your property, the company cannot be held responsible for any damage caused to such existing services whether the damage was caused accidentally, or because of re-routing during works. Where any such wiring or services are installed, it is the customer's responsibility to ensure that these be re-routed prior to commencement of the works.
26. The company will not be liable for any damage to your home which is caused as a direct result of structural defects or weaknesses at the address whether they are visible or not. If you are unsure of the structural integrity of your building you should engage an appropriately qualified structural surveyor prior to any attendance the company may arrange in connection with the contract.
27. Products and building materials can vary in colour, texture and general appearance. The company accepts no liability for any materials used during the works process having variations in colour, texture and general appearance. When matching materials (such as bricks and tiles) to existing materials which are part of the house, a close match is often not possible due to older products becoming obsolete and the effects of weathering over time. In summary, the company accepts no liability for any materials introduced to the property matching any existing materials

and explicitly states variations in colour, texture and general appearance are likely and will be by the customer.

28. When adding new/repairing equipment to your house, our engineer will need to test existing relevant infrastructure to ensure it meets current regulatory standards and is of suitable performance. Should your existing infrastructure fail to meet relevant standards then we will give you the options (and associated costs) to bring the infrastructure up to a standard which allows works to be completed. If you do not wish to authorise the required additional work(s) we will leave the equipment in a safe manner.
29. The engineer will take pictures of your installed equipment for the company's auditing process and for our own records. The engineer may also attend with other people including managers, supervisors, trainees or apprentices.
30. During works, our health and safety plan requires the engineer to have access to working communication devices. If for any reason the engineer is unable to get mobile phone reception, the house holder agrees to make available to the engineer access to their telephone and internet connection for no charge.
31. Upon completion of all physical works at the property, the customer (or their representative) may inspect the work before the engineer departs. Once the company's appointed engineer is satisfied that the work is complete and the customer (or their representative) has been given the opportunity to inspect, that all works required to fulfil the contract are deemed to have been completed.
32. Sometimes things do not go to plan with repairs of equipment. The customer agrees to give the company and its engineers reasonable opportunities to put thing right by providing access to the address and time to remedy any faults or problems. In addition to this, the customer undertakes to minimise or avoid any losses it may suffer as a result of the actions (or non-actions) of the company or the appointed engineer.
33. If something within the customer's responsibilities/control (such as removal of asbestos or improving existing infrastructure) prevents delivery of services ordered for more than 12 months after the order was placed with the company, then the company will be deemed to have performed the contract in full and entitled to retain all monies paid

to date without deduction or refund in full or in part without the supply of any further goods/services.

34. Z2 Engineering Ltd are not liable for any loss of profit, loss of business, business interruption or business opportunity

Payments

36. If paying by credit or debit card, the payment of cleared funds from the customer to the company is required on completion of works. Payment is only deemed to have been received once the funds are showing in the company's bank account as cleared funds. If the customer instigates an attempt to clawback payments (for example requesting a credit card chargeback) then the company can pass on any costs and/or losses associated with dealing with and defending such action.
37. Whilst any money is outstanding, the company is entitled to delay or defer any or all work without any penalty due from the company to the customer what so ever.
38. All goods supplied remain the property of the company even though installed, by way of a lien, until fully paid for and the Company reserves the right of re-entry to remove any such goods whether fixed or otherwise, which remain unpaid for.
39. All the prices we display include VAT unless otherwise stated.
40. In the event of suspension or cancellation of the work at the request of the customer or lack of instructions or delay on site caused by matters beyond the control of the company, any extra expenses thereby incurred, or losses suffered shall be chargeable to the customer along with a reasonable addition for administration and overhead costs. This condition shall not be construed as to affect any statutory or common law rights of the customer.
41. The Company reserves the right at its sole discretion to accept or refuse any order placed by the customer until the appointed engineer has inspected the site and accepted the order.

42. Debris will be removed from site as part of the contract price, but this does not include the removal of any dangerous/hazardous waste material such as asbestos which we become aware of before or during works. It is the responsibility of the customer to arrange for the safe removal and disposal from site at their own expense and to provide the Company with a Clean Air Certificate as proof this work has been completed. A reattendance charge is payable from the customer to the Company if a reattendance is required once the dangerous/hazardous material has been removed. The customer is responsible for disposing of any packaging.
43. Party Wall Act; it is the responsibility of the customer to undertake a party wall agreement with any neighbouring properties where required in advance of the company attending site to carry out work.
44. Under Construction (Design and Management) Regulations 2015 the company needs to ensure operatives working on the site have access to welfare facilities including; a toilet, washing facilities, drinking water and facilities for rest in a warm indoor area. To reduce costs the customer agrees to provide access to these facilities within the existing property for workers to use in a clean and respectful way. If the customer would like the Company to make alternative arrangements to comply with these CDM Regulations, they will notify the Company at least 21 days before any onsite works are due to commence and pay the additional cost of hiring such facilities 7 days prior to work commencing.

Cancellation

49. By Contacting and asking for an emergency service **You will lose the right to cancel within 14 days of your order being placed.** You have requested that the company perform services within this 14-day period as it will be deemed that the company has been engaged to carry out urgent maintenance or repairs at your request.

Warranty specification

53. Equipment and components have different warranties, these will vary depending upon the manufacturer. The company will provide details of any such warranties upon request.

54. Any workmanship will be done with reasonable skill and care by a suitably qualified person. All works undertaken benefit from a 1-year warranty to include all parts and labour.
55. Any guarantee shall be null and void if payments are not made on the due dates and the above conditions are not adhered to. Furthermore, neither the company nor the manufacturer of any parts or equipment will be liable to you, whether under this contract or otherwise (and whether to carry out any warranty repairs or otherwise) where any failure, fault or problem arises as a result of;
- a. Any failure of the customer or third parties in the care, operation, inspection, servicing or maintenance of any of the equipment which is not done strictly in accordance with the manufacturer's instructions. The customer is responsible for maintaining full and accurate service records for all equipment, without such records any warranty will be void.
 - b. Any deliberate damage or vandalism
 - c. Damage caused by circumstances outside the control of the Company or the equipment manufacturer.
 - d. A variation in a flow rate of water to any installed equipment
56. The replacement of any lamps, bulbs or filaments are excluded from the warranty as are any timers, thermostats, lockout devices that may be connected to, or part of, the equipment after the expiry of the individual items relevant warranty period as detailed by the manufacturer.
57. You must notify the manufacture of any warranty claim against equipment or components as soon as reasonably possible once you become aware of the fault with a product. The contact details are supplied in the warranty pack.
58. The warranty set out above applies specifically to the equipment installed/Parts repaired as part of this contract. Any existing timers, controls, radiators, towel rails, pipework, drains, other equipment or other devices are completely excluded from any warranty
59. The company, or any engineer appointed by the company, is under no obligation to carry out any visual inspection or testing on any existing equipment (except as part of their regulatory duties). The risk of any of the existing system failing once the new equipment is installed is solely the responsibility of the customer. If the customer wishes to reduce this risk they can, and their own expense and independently of the

company, organise a suitable inspection and test of the existing system prior to the installation of new equipment being carried out.