

1. OUR CONTRACT WITH YOU

1.1 These are the terms on which we will carry out the work for you. Please ensure that you read them carefully before asking our engineer to begin the work. We have highlighted those terms that you should pay particular attention to.

1.2 When you telephone us, we will take details of the work you need us to carry out, your credit or debit card details and will arrange a time slot for an engineer to visit you. Please note that we reserve the right to refuse to accept certain credit and debit cards.

2. CARRYING OUT THE JOB

2.1 We will supply you with a date and time when we will arrive to begin carrying out the work. We will give you an estimate of how long the work will take to complete, however, this will only be an estimate and the work may take more or less time than we have anticipated.

2.2 We will try to get to you as soon as possible and where possible before the time slot we have allocated to you, if, when we book the job we consider the circumstances you have described to us are an emergency. However, this might not be possible if an event occurs which is outside of our control (see below).

2.3 We will make every effort to arrive and to complete the work on time. However, we will not be liable or responsible for any delay or failure to carry out the work, due to an event outside our control such as poor traffic conditions, poor weather conditions or the failure of public or private telecommunications networks. If such an event happens, we will let you know as soon as possible and you can cancel the job if you no longer want us to carry out the work. We may cancel the job if the event lasts for more than 4 weeks.

2.4 To enable us to carry out the work you will need to:

(a) provide us with access to the premises and any services and facilities we need to carry out the work;

(b) ensure that the premises are clear and safe for us to access and that you own the premises and do not need the consent of another person to enable us to carry out the work;

(c) ensure that any materials you provide to enable us to carry out the work are suitable. If you fail to do so we may not be able to carry out the work and you may need to contact us to arrange a further visit.

2.5 When our engineer has completed the job he will complete a job sheet (Job Sheet) and will provide a copy to you. This will include the time he arrived at the premises, the work carried out, the time that the work was completed and the price to be paid by you. You will be asked to sign the Job Sheet to confirm that this information is correct. If you think that any of the information listed on the Job Sheet is inaccurate, please telephone us on 0303 666 5445 or write to us at Sterling Trade Services Ltd 141 Union Street, Oldham OL11TE or email mark@sterlingtradeservices.co.uk. We shall assign a Job Number to the job which will be written on the Job Sheet. Please quote the Job Number in all subsequent correspondence with us relating to the job.

3. PRICE AND PAYMENT

3.1 The price you pay will include a charge for labour, parts and materials and VAT. Labour will be charged from the moment that our engineer arrives at your premises at the hourly rate specified on the Job Sheet. For example, if our engineer is at your premises for 45 minutes and charges £100 per hour, we will charge you £100 for the work. Please note that we will charge for any time spent by our engineer diagnosing the work to be carried out.

3.2 When the engineer has completed the work, he will complete the Job Sheet and we will take the total price stated on the Job Sheet from your credit or debit card. Please note that if the payment we take the card from is not guaranteed we may add a 2% administration charge to the payment we take from your card and we may need to ask a third party to authorise your payment.

3.3 We may ask you to make a payment in advance if we think that the cost of the parts or labour is likely to be more than equivalent to 1 hour's work. If we have taken a payment in advance, the balance owed to us will be taken from your credit or debit card when we have finished the work. We will refund the payment in advance to you if you cancel the job.

4. OUR LIABILITY TO YOU

4.1 If we fail to comply with these terms, we are responsible for any loss or damage you suffer that is a foreseeable result of our breach of the terms or our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this contract.

4.2 We will make good any damages caused to your property by us during the course of carrying out the work. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover in the course of carrying out the work or if we cause damage having to gain access to your property

or any hidden pipes or drains to enable us to carry out the work (except where we have been negligent).

4.3 The work we carry out is for domestic and private use and as such we will not be liable for any loss of profit to your business, loss of business, business interruption, or loss of business opportunity.

4.4 We do not exclude or limit in any way our liability for:

(a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; (b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); (d) breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and

(e) defective products under the Consumer Protection Act 1987.

5. GUARANTEE

5.1 Except in situations covered by clause 5.3, any work carried out by us and parts and materials used by us will be guaranteed for a period of 12 months from the date that we started the work (Guarantee Period).

5.2 Some of the goods supplied by Us as a result of carrying out the work may come with a manufacturer's guarantee. Where this is the case, please refer to the manufacturer's guarantee provided with the goods for further details.

5.3 Where the goods supplied by us are Worcester Bosch Greenstar CDi, Si and Ri gas boilers and come with a manufacturer's guarantee (Manufacturer's Guarantee Period), we will extend the manufacturer's guarantee by a further 2 years from the point that the manufacturer's guarantee ends (Extended Guarantee Period) except where the fault relates to timers and controls. In order to benefit from the extended guarantee you must arrange for the boiler to undergo an annual safety inspection and service to be carried out by us for each year of Manufacturer's Guarantee Period and the Extended Guarantee Period. You will be liable to pay the costs of each safety inspection and service in addition to the other charges raised by us under this agreement.

5.4 In the unlikely event that there is any problem with the work we have carried out within the Guarantee Period or the Extended Guarantee Period please contact us on 0303 666 5445 and tell us as soon as reasonably possible. If the problems are as a result of faulty workmanship or materials during the Guarantee Period we will seek to rectify these problems and replace any parts free of charge. If we are unable to rectify these problems or to replace the faulty parts we may offer you a full or partial refund. If the fault arises during the Extended Guarantee Period we will only seek to repair the fault free of charge and will not replace any parts free of charge or offer a full or partial refund.

5.5 This guarantee does not apply if you:

(a) have deliberately or accidentally caused the problem you are asking us to rectify or you have damaged the parts you are asking us to replace;

(b) have failed to follow our advice or the manufacturer's instructions in relation to the use or maintenance of any goods or materials we have supplied;

(c) have modified the item(s) we have repaired in any way and the fault has been caused by the modification you have made;

(d) you have called us out to unblock a drain or flush a central heating system. In these cases we will offer a guarantee period of 10 days;

(e) where we have advised you that the work you have asked us to carry out will only be a temporary solution to the overall problem. In such cases we will advise you that this is only a temporary repair and we will advise you on any further work, parts and materials that will need to be done to provide a more permanent solution. It will be noted on the Job Sheet that this is just a temporary repair and the work is not guaranteed. In such cases we will charge you for any labour, parts and materials used in remedying the defect.

5.6 This guarantee is in addition to, and does not affect your legal rights in relation to any goods that are faulty or not as described.

6. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

6.1 If you wish to cancel or rearrange your appointment before we arrive to carry out the work you may do so within 24 hours of your appointment without any charge by telephoning us on 0303 666 5445. If you provide us with less than 24 hours notice of your intention to cancel or rearrange your appointment, we may charge you the sum of £25 to cover our costs.

6.2

If you cancel your appointment under clause 7.1 and you have made any payment in advance for work that we have not carried out, we will refund that amount to you.

6.3 If we have already begun to carry out the work and you decide to cancel any further work that needs to be carried out to complete the job then we may charge you for any labour, parts and materials used to carry out the work up to the point that you cancelled together with VAT. This payment will be deducted from your debit or credit card and will confirm what these costs are when you contact us. However, where you have cancelled further work because of our failure to comply with these terms (except where we have been affected by an event outside our control), you do not have to make any payment to us.

7. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

7.1 If we have to cancel an appointment due to an event outside our control or the unavailability of our engineer or key materials without which we cannot carry out the work, we will promptly contact you.

7.2 If we have to cancel an appointment under clause 7.1 and you have made any payment in advance for the work, we will refund this to you.

7.3 If we have already started the work by the time we have to cancel we will not charge you anything and you will not have to make any payment to us.

8. INFORMATION ABOUT US AND HOW TO CONTACT US

8.1 We are a company registered in England and Wales. Our company registration number is 9809577 and Our registered office is at Sterling Trade Services Ltd 141 Union Street, Oldham OL11TE. Our registered VAT number is 227 7207 10.

8.2 If you have any questions or if you have any complaints, please contact us. You can contact us by telephoning our customer service team at 0330 124 0281 or by e-mailing Us at mark@sterlingtradeservices.co.uk.

8.3 If you wish to contact us in writing, you can send this to Us by e-mail, by hand, or by pre-paid post to Sterling Trade Services Ltd 141 Union Street, Oldham OL11TE or mark@sterlingtradeservices.co.uk. We will confirm receipt of this by contacting you in writing. If we have to contact you in writing, we will do so by e-mail, by hand, or by pre-paid post to the address you provide to us when you book your appointment.

9. HOW WE MAY USE YOUR PERSONAL INFORMATION

9.1 We will use the personal information you provide to us to:

(a) carry out the work;

(b) process your payment for such the work; and

(c) inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us.

9.2 You agree that we may pass your personal information to credit reference agencies and that they may keep a record of any search that they do.

9.3 We will not give your personal data to any other third party.

10. OTHER IMPORTANT TERMS

10.1 We may transfer our rights and obligations under these terms to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these terms.

10.2 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

10.3 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

10.4 If we fail to insist that you perform any of your obligations under these terms, or if We do not enforce our rights against you, or if We delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that We will automatically waive any later default by you.

10.5 These Terms are governed by English law. We both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

11. REFUNDS

Refunds will be granted for incorrect or damaged good less cost of callout/labour charge if applicable. You must first contact the company (Sterling Trade Services Ltd) and we will attempt to remedy the situation before any refund is granted.

No refund will ever be given if a third party has tampered with or tried to correct our work prior to Sterling Trade Services being contacted first and given the chance to correct the situation