

More than
just
providing a
boiler



Installation

Terms and Conditions



Fixed Price Quote



Service Excellence



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01732 495002

customerservice@ableforceservices.
co.uk

www.ableforceservices.co.uk



Installation Terms and Conditions

Please read carefully

These terms and conditions ('terms') tell you how we will provide products and services to you, how you may end the contract, what to do if there is a problem and other important information. Please read these terms carefully before placing your order. By placing an order you agree to be bound by these terms.

1. General terms

References in these conditions to 'Ableforce', 'we' and 'us' are references to Ableforce Services Limited (company number 8772044), whose office is registered at 4 Hadleigh Business Centre, 351 London Road, Hadleigh, Benfleet, Essex SS7 2BT. References to the 'customer' and 'you' are references to the person to whom has purchased a product from 'us'.

Once you place your order via online or by telephone, and your order is accepted by us, a contract between you and us will be formed and that contract will be subject to these terms and 'contract'. If you do not agree to these Terms, please do not access nor use the Website. If you have any queries regarding these terms, then please contact us.

By placing an order, you are confirming you are the owner of the property detailed in the quotation (or the email confirmation) or that permission from the owner has been granted.

The Company are not liable for any loss of profit, loss of business, business interruption or business opportunity under any circumstances.

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.

The quotation and ordering processes provided are solely for your personal use. To place an order you

must be at least eighteen (18) years old. You may not use the website for any commercial purpose. We reserve the right to make changes to any part of these Terms and Conditions from time to time, so please ensure you check the latest version. We may modify or withdraw the quoting and ordering platforms (or any part of them) temporarily or permanently, and we shall not be liable to you or any third party for any modification to, or withdrawal of, the platforms and you agree to use the platforms on this basis.

The customer warrants that the information they provide during the purchasing process is true and accurate. If we find any inaccuracies in the information provided by you, then we reserve the right to cancel the contract between you and us and provide a full refund to you, the customer.

Fixed price Quote

If we did not carryout a home survey at your property, we will need to verify the accuracy of the information you provided us. On the day of the installation our engineer will review your quote with you if they identify any changes that need to made they will ask you to confirm your agreement before they start work. Example of insulation: Where we may need to cancel the agreement or charge for additional works include:

- relocation of boiler
- Changing the selected boiler because the one you selected is not appropriate for your property
- Variations to meet buildings regulations and/or insulation requirements, including but limited to flue extension, vertical flues and earth bonding
- Power flushes, thermostatic radiator valves, room temperature controls and programmers (if not included in the original order)

Please not that if you have arranged to pay for the installation by finance and you need to make an additional application to fund further amounts this may leave another mark on your credit file.

The contract is subject to availability of appliance(s), equipment, and other materials. Where necessary we will offer a suitable alternative, if available, which will be subject to your acceptance.

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 Ableforce about products or services we supply.

Any concession, latitude or waiver allowed by Ableforce at any time shall be without prejudice to their strict and full rights under this contract and shall not prevent Ableforce subsequently exercising such rights.

This contract is governed by the laws of England and Wales. If there is any dispute between us, it will be dealt with by the courts of England and Wales if your property is England or Wales, and by the courts of Scotland if your property is in Scotland.

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 by the Company 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.

Nothing in this contract affects our legal rights or powers. Nothing in this contract affects any of your statutory rights that cannot be excluded by law.

2. Our registrations

Ableforce is registered with the Financial Conduct Authority (FRN 830761) and may introduce you to third party finance providers if this is your preferred option of payment.

Ableforce is registered and monitored by Gas Safe (Gas Safe registration number 536634).

3. The ordering process

Customers provide information via a photo, video or home survey. Ableforce then produce a

quotation based on the information provided and send a quotation via email. Depending on the information

provided will depend on the quotation package offered. For example, customers will provide information that they have an existing combi boiler in a bedroom which they would like to replace with a new combi boiler, in the same or another location.

Before a quotation can be provided by Ableforce for a picture survey, there is a requirement for the customer to send photographs to Ableforce using a specific weblink which will be sent. This link prompts the customer to take some basic photographs of the existing installation, controls etc. By viewing the photos in advance Ableforce can discuss any technical aspects of the installation prior to producing a quotation or the engineer attending; this makes the installation process run as smoothly as possible ensuring the right boiler and materials are delivered to enable a suitable installation.

The customer agrees that any photos supplied before the ordering process are true and accurate images of what the engineer will see at the installation site. This is to be able to assess the suitability of products ordered for the customer's requirements. The customer acknowledges that if any images or information provided is incorrect or does not show a true representation of the area(s) involved in the installation then you may be liable for extra costs.

If you do not feel confident of supplying photographs where access may be difficult or impeded and proceed to do so, this would be against our recommendation and you would do so at your own risk. Ableforce takes no responsibility for any injury, including death, sustained during fulfilment of photographic requests.

In situations where you feel it is not safe or easy to take the requested photographs, you should not attempt to do so and inform Ableforce of your situation. In some instances, it may be possible for us to send a surveyor or complete a verbal survey over the telephone.

This price detailed in the quotation includes the supply an installation of all the components and materials required to carry out the work specified unless stated otherwise in these terms and/or the quotation.

Ableforce provide fixed price quotations. Ableforce base these quotations on the information that you, the customer, provide us through the picture survey and questions we ask on the survey form. When you have completed our online picture survey for obtaining a quotation, we will expect the information provided by you to be accurate, which will form the basis of your fixed price quotation. We cannot be held liable for any incorrect information provided via our website by the customer.

If the information provided is found to be inaccurate on installation day, you may be liable for additional charges if the information incurs a cost to Ableforce. A full verbal and written explanation will be provided to you, highlighting the incorrect information provided at the time of the survey process.

If the customer chooses not to proceed with any extra equipment or work required to facilitate the installation work ordered, then Ableforce reserves the right to charge all reasonable expenses incurred in connection with the failed installation including that of any materials already supplied.

If at any time you feel unsure or feel that you need help in answering the questions via the

website please call **01732 495002** or feel free to use our live chat option, or you may email us on office@ableforceservices.co.uk

Ableforce services reserves the right to decline any order at its discretion.

The price or prices quoted are valid for 30 days from the date of quotation and are strictly subject to the works being ordered for completion within 90 days of the quotation date. This clause does not apply to special offers which will be subject to variable closing dates, full details of which will be detailed in the offer. Prices are otherwise subject to variation from time to time.

Customers accept the quotation online by paying our deposit via our online form

4. Payment

If paying by credit or debit card, the payment deposit of cleared funds from the customer to Ableforce is required prior to delivery and/or installation of goods. Payment is only deemed to have been received once the funds are showing in Ableforce bank account as cleared funds. If the customer instigates an attempt to claw back 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.

You must pay all amounts due to us (including any deposits) in accordance with the quotation.

Invoices will be issued by the company after deposit payment has been made and the install date has been agreed

If you do not make any payment due to us by the due date for payment, we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of NatWest Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. You must pay us interest together with any overdue amount

If you have entered into a credit agreement with a finance provider Ableforce has introduced you to, you will need to enter into a separate agreement with that provider (and the funds will be paid direct to Ableforce). If you later decide to withdraw from that credit agreement under the Consumer Credit Act 1974, you will still be responsible for paying (and must pay in accordance with the terms of this contract) the outstanding balance of the price payable by you to Ableforce under this contract. This payment will be due within 7 days of your completed install. If you fail to pay the full balance within 7 days then Ableforce will pass the invoice to a debt collection agency which may incur additional fees, payable by you.

Ableforce shall be entitled to adjust the price payable by you to reflect any subsequent changes to the rate of VAT.

4.1 Cancellation or withdrawal of deposit

Any cancellation or withdrawal of the deposit payment prior to installation will render your booking cancelled. The charge will be due and automatically processed in full on the final day of

installation. Any payment failure or delay in payment at this point will mean an overdue payment against your order and full payment will be pursued. Failure to provide full payment within 10 days of your boiler installation will result in legal pursuit of payment.

5. Inspection of the site

If, upon physical inspection of the site, it is determined that more equipment or a significant amount of extra work is required, then the Company will inform the customer of any increase in costs prior to these costs being incurred. The customer will also be informed of any delay to installation that may be incurred. If the customer declines any extra equipment or work required to facilitate the installation work they are entitled to a full refund.

Any changes in materials and/or specifications from those detailed in the contract, will only apply when supported by an Amendment additional quote issued by the Company, which must be approved by the customer (this approval may be carried out either by physical documentation or by email).

[Abnormal boiler flues]. If the flue length required to install a boiler is longer than 3m, the Company reserve the option to pass on to the customer costs associated with extra flue parts required. This will be clearly discussed prior to any installation commencing. None of the boilers supplied by the Company work with twin flue options, if the customer's existing boiler has two flue pipes (ie one for air intake, the other for exhaust) then the customer should call the Company before placing their order to discuss suitable options. If the customer's boiler is in the middle of the house and the flue goes out of the

wall, please call the company before placing your order as this is an abnormal flue.

6. The installation process

We will bring all the materials specified on your order with us on the day of installation. In order to proceed with the installation, the customer/property occupant must have complete control over the isolation of gas, water and electricity on the installation date. Should any of these not be possible, Ableforce reserve the right to cancel your installation immediately in the interest of safety. Ableforce will take no responsibility for any costs incurred due to cancellation for this reason or provide any form of compensation.

The existing system will be drained down where necessary and redundant materials will be carefully disconnected and removed from site. Dustsheets will be used to protect your furnishings. We will hot flush and clean the system after fitting the new boiler.

The new boiler will be installed on the wall, the pipes connected, and the condensing trap installed to the nearest drain or soak away (the installer may discuss this with you on the day).

If applicable, the fanned flue terminal will be carefully cut through the outside wall and sealed. Every care will be taken to minimise the disturbance of brickwork. If necessary, a suitable flue guard will be fitted and protection to eaves or soffits will be included where applicable.

Upon completion we will fill the system and ensure corrosion proofer is added. We will test and adjust the boiler and controls and leave the system in good working order. We will ensure that you are satisfied with the work and that you

understand the controls, as well as carrying out the necessary safety checks.

Should repairs to brickwork be necessary we will endeavour to match the existing bricks as best as possible, however if an exact match is required it is preferable that the customer supplies the bricks. Furthermore, matching colour, texture and the general appearance of bricks and mortar is not always possible due to older products ceasing production and the

effects of weathering over time. The customer accepts that appearance differences should be expected.

If applicable we will remove the cold water storage tank, cylinder and feed and expansion tank if possible. Note; if the existing cold tank is found to contain asbestos cement, the tank will be drained and only removed if the loft access is of a size that allows removal of the tank in one piece. If this is not possible, we will seal the tank in plastic sheeting and it will remain in the loft in accordance with local water by-laws.

If we are converting your system from a conventional to a combination setup we will reconnect to the existing domestic supplies as necessary and change the cold water down service onto the cold mains.

Any redundant materials including but not limited to; your old boiler, hot water cylinder, storage tank & pipework will be removed as standard with every installation and disposed of or recycled in accordance with all relevant local authority and/or Government guidelines. If you wish to retain any of these materials, you must inform Ableforce at the point of order. We will not be liable to return or reimburse material value for such items after the installation has begun. No financial compensation will be issued for materials removed.

A mains chemical flush will be completed on your central heating system, this process involves adding a chemical agent to breakdown debris in the system and then flushing the contaminated water out with mains pressure. Power flushes are not included as standard on any orders.

All wiring to the boiler, pump and controls will be carried out to current BS 7671 standards and surface installed where applicable.

The pipework and tanks installed, will be insulated in accordance with the specification. We cannot, however, accept liability for damage caused by extreme weather conditions.

We will register the boiler, controller and accessories warranty with the manufacturer of the products.

Details or warranty durations will be specified on your order.

We will issue a notification to your local council building control and request a confirmation be sent to your home address detailing the installation of a gas appliance.

On completion of the installation, the customer will be asked to inspect the works. Any concerns the customer may have must be raised at this time. Once the inspection is complete, and the installer has left the property, then all works are deemed to have been completed and the contract fulfilled.

We will issue a copy of the gas safety record with every installation on request

The engineer will take pictures of your installed equipment for Ableforce auditing process and for our own records. The engineer may also attend

with other people including managers, supervisors, trainees or apprentices.

7. General installation terms

A combination boiler system in some circumstances is likely to provide a lower hot water supply flow rate than a conventional system. This is exaggerated when two hot supplies are used at the same time. Ableforce recommends, if you have a shower fitted within the property, you consult with the shower manufacturer to confirm that it will be compatible with a high-pressure system and will not leak. Ableforce is unable to guarantee the performance of any existing shower and the compatibility with your new boiler. The responsibility of ensuring any existing shower is compatible with a combination boiler lies with you.

We have also assumed that the existing pipework (not visible for inspection) will be of correct sizing and unaffected by blockages, incorrect falls or leaks. We have also assumed that the existing pipework is not affected by a build-up of sludge or scale. In the event that the existing pipework has a level of sludge and or scale, which affects the system operating efficiently, Ableforce will not be accountable for the new boiler's

performance. If possible, Ableforce will offer to facilitate a Power Flush for an agreed fixed price but the responsibility of its organisation and payment for it, lies with you.

We recommend if your current system contains microbore pipe work that you consider re-piping it using copper tube. The price for this work is available on request and is not included in the quotation. If you do not wish to have this work carried out, we regret that we cannot guarantee the optimum performance of your new boiler and system.

If we are sealing your central heating system, the feed and expansion cistern will be removed and the water pressure within the system raised above "atmospheric". Occasionally the higher working pressures associated with this type of installation may result in already weakened fittings, leaking. The work necessary to repair leaks or to replace radiators and the like are excluded from the quotation. The customer accepts this risk when converting a none pressurised system to a pressurised system for example, a regular boiler with a tank, converting to a combi boiler would pressurise your system and present this risk listed above.

We have assumed that your property is in a good state of repair and contains no structural defects or weaknesses. We will not be responsible for any damage caused to your property as a result of any existing defects.

Whilst all reasonable care will be taken by Ableforce, 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.

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 consequential damage caused to existing services/installations that are not clearly visible.

When installing new equipment other trades may be required to complete the work. For example, an electrician may be required to wire controls to a new boiler. In such circumstances, the company will endeavour to leave the equipment working until another engineer can attend and perfect the installation at a time convenient with the customer.

When completing the installation of new, or upgraded pipework, this will be done in a way which makes the most functional sense from an engineering point of view, not simply aesthetic. On occasions, pipework may need to be surface mounted and clipped in place.

The quotation does not include for the final painting of pipework or any redecoration, nor for the alteration of linen cupboard shelves, renewal or repair of floorboards through which old pipes were run. No allowance has been made for chasing or boxing in wiring or pipework.

Sometimes things do not go to plan with the installation of new equipment. The customer agrees to give the Company and its engineers reasonable opportunities to put thing right by providing access to the installation 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.

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.

In instances where a customers boiler is converted from a conventional/regular boiler to a combination boiler; prices shown on the quotation are assuming

that the new boiler will be placed in the same location as the current boiler. Additional charges will apply for relocations unless we have stated the new location on the quotation.

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 the installation. It is the responsibility of the customer to arrange for the safe removal and disposal from site at their own expense and to provide Ableforce with a Clean Air Certificate as proof this work has been completed. A reattendance charge is payable from the customer to Ableforce if a reattendance is required once the dangerous/hazardous material has been removed. The customer is responsible for disposing of any packaging.

Whilst every effort is made to ensure the delivery and installation timescales agreed during the ordering process are met, Ableforce reserves the right to delay installation without customer compensation for reasons including - for example - delays in material access from merchants, fires, strikes, illness, severe weather, lockouts, terrorism, war and any other causes beyond the control of Ableforce interfering with its execution or completion of the contract. Time shall not be deemed to be the essence of the Contract.

In some instances, the location of your existing boilers 'flue exit hole' may not be suitable, and a new hole will have to be drilled and the old hole

will be made good and sealed. The redecoration of the visible sides of this hole to its pre-existing state is the responsibility of the customer. No extra charges are applied for the installation of a new flue hole* however customers should be aware that they are sometimes a necessity and an installation may be cancelled if permission for the installation of this is not granted. No refunds or discounts will be applied for Ableforce carrying out necessary work in order to install your new boiler in the manner that we deem, the simplest.

*No additional charges for new flue holes are assuming short distances (less than one meter) between the old

hole and the location of the new hole required. It is also assuming that the new flue hole is in the same wall and exiting in the same way (horizontally or vertically). Additional charges outside of this are at the companies discretion and any extra monies required will be requested from you before work continues, for example; specialist access equipment or labour.

In a small percentage of cases, particularly old systems that were once the industry standard can no longer be retro-fitted to modern appliances. Due to changes in technology and building regulations regarding system efficiency, the old style "gravity hot water" system is no longer an acceptable configuration of heating system and we are under a legal obligation to upgrade it to a modern "fully pumped" style system.

Unfortunately we cannot account for these systems on our platform and therefore, in the event that our technical team identify gravity hot water, an extra cost may be incurred. This will be a fixed cost in its own right and will not change once quoted.

All efforts will be made to ascertain the compliance and suitability of the electrical installation at the survey stage, however it is not always reasonably possible to confirm this during the survey. Any existing electrical issues which are found during the installation process, which may cause our work to become unsafe or non compliant, will be discussed with the customer at the time with the aim of reaching a resolution. If existing main bonding is not in place or is not deemed to be suitable, we will always assist in rectifying issues with the main earth to the property, but this may be subject to an additional cost.

In the event that the installation of main bonding is declined, main earth issues cannot be rectified or the existing wiring to property is non-compliant, it may not be possible for us to energise our installation until these issues have been rectified. We will generally ask the customer to provide their own approved electrical contractor to rectify any non-compliances with the existing wiring. Any recommendations regarding the existing installation will be noted.

If applicable, the existing heating circuit will be re-used providing it is confirmed to be a suitable two-pipe flow and return system. If it is not, we will need to provide you with a separate quotation to re-pipe the circuit to ensure the new boiler is able to work at its maximum efficiency. In the vast majority of cases once we have lifted the floor boards, we will find that the circuit is a two pipe flow and return system but we cannot confirm this until the floor boards are lifted.

If we are not running a new gas supply, the existing gas supply cannot be tested until an engineer is on site. We may find the existing supply at the boiler to be unsuitable, in which case we will provide a separate quotation for a new supply which meets with the current manufacturer and Gas Safe regulations.

Unless stated otherwise, the quotation does not include the use of scaffolding when safe access is not available from a ladder.

Boiler Filters

Every Ableforce boiler installation includes the supply and fitting of a magnetic boiler filter as a preventative measure to protect your boiler and heating system.

A filter is a standard fit with all Ableforce boiler installations

The filter may also be omitted in instances where the physical size of the filter is not able to fit comfortably with suitable clearances and/or access margins around your boilers pipework. This decision will be made at the discretion of our appointed engineer. In such instances, we will try to fit a smaller filter (subject to change). No changes to your price or refunds are actioned for any filter changes or omissions. On some boilers a filter is required to increase the guarantee/warranty period. In the unlikely event the filter cannot be installed this may reduce your guarantee/warranty period by 2 years but you will be notified of this on completion.

Thermostats included with installations:

Important: Thermostats are only included with installations of new combi boilers. Installations of new

conventional/regular or system boilers will not include a thermostat – in these instances, existing boiler controllers will be used with the new installation where possible. If this isn't suitable for you and your quotation does not state we are fitting a new thermostat, you should call Ableforce on **01732 495002** to discuss beforehand, and if agreeable we may be able to supply a thermostat for a fixed additional price.

Alternative thermostats:

If you wish for Ableforce to fit an alternative thermostat that isn't listed on our website, you will need to inform us of this prior to your booking being placed. Where possible, we will try to source your desired thermostat but the supply and installation of this may require an additional payment at the discretion of Ableforce.

8. Warranties and Guarantees

Gas Boiler Warranty: All gas boilers installed by Ableforce are provided with the benefit of a manufacturer backed parts and labour warranty. This means that subject to the following terms and conditions, should a fault develop with your boiler during the warranty period following its installation, the manufacturer of your boiler will repair that fault free of charge if you have upheld their warranty conditions – these can be found in your boiler manual or on the manufacturer website. Ableforce will register your boiler with the manufacture on your behalf.

Installation warranty: All parts installed by Ableforce are covered by a 12-month Ableforce backed installation warranty.

Timers and controls: All our timers and controllers typically come with a 24-month warranty from date of installation, from time to time certain manufacturers will increase or decrease this warranty term, should this be the case, we will denote this on your order.

Notification of warranty claims: You must notify the relevant manufacturer of any warranty claim as soon as reasonably possible after becoming aware of the fault or issue in question, using the contact details set out in the instruction manual.

Warranty conditional upon annual service at your cost: In order to benefit from the above boiler warranty, you must arrange for your boiler to undergo an annual safety inspection and service for each year of the applicable warranty period. The cost of this annual inspection and service is not included in the price of this contract and must be paid for by you in addition. Ableforce can carry out annual inspections and services for you for an additional charge or you can arrange for another supplier (who must be Gas Safe registered) to carry these out for you instead.

Exclusion of your existing system: The above warranty applies only to your new boiler, its timer and controls and does not extend to cover your existing wider central heating and plumbing system (any components not supplied by Ableforce such as existing radiators, pipe-work, showers, taps etc.) or the drains at your home. Whilst Ableforce will endeavour to advise you of any potential problems or issues with your existing system which are obvious on a visual inspection of the easily accessible parts of that system prior to commencing work, Ableforce will not be obliged to carry out a detailed inspection of all parts of that system (for example, of any pipes buried under floorboards) and all installations are carried out by Ableforce on the assumption that your existing system is and will be maintained by you in a satisfactory condition. Unless directly caused by a breach by Ableforce of this contract, Ableforce will not be responsible for repairing any faults or issues which may develop in future with your existing system and/or drains and/or for any loss or damage which may be caused by your existing system and/or drains.

If a product we have supplied fails within the guarantee period (excluding the boiler, which has a longer manufacturer warranty as per your quotation), we will replace or repair it free of

charge, unless the failure is due to third party interference, fair wear and tear, wilful damage, accident, negligence by you or any third party, failure to follow instructions or any alteration undertaken by you or a third party. This does not take away any rights you may have in law.

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;

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 manufactures instructions. The customer is responsible for maintaining full and accurate service records for all equipment, without such records any warranty will be void.

Any deliberate damage or vandalism.

Damage caused by circumstances outside the control of the Company or the equipment manufacturer.

A variation in a flow rate of water to any installed equipment.

The replacement of any lamps, bulbs or filaments are excluded from the warranty as are any timers, thermostats, lockout devices or other such 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.

When the Company re-attend at the customer's request but no fault is found, or the issue relates to something the Company are not responsible

for, then the Company reserve the right to make a reasonable charge to cover costs for such an attendance

We offer a comprehensive after sales service and comprehensive service contracts to all of our customers at an additional cost (details on request).

9. Communication

Communication between the customer and Ableforce will be predominantly by email. The customer's email address used by Ableforce will be the same one supplied by the customer during the ordering process. Where required, us or the installer assigned to your job may also contact you via telephone or text message,

again

using the contact information you provided to Ableforce.

We will treat all your personal information as confidential and will only use it in accordance with our Privacy Policy. In addition, we will process information about you in accordance with our Privacy Policy. By using our Website, you consent to such processing and you warrant that all data provided by you is accurate.

10. Our obligation to you

Ableforce will provide competent qualified tradesmen using sound materials will carry out all work using reasonable care and skill. All of our operatives will be adequately supervised when required. We will carry out all statutory notifications to local Authority Building Control & Gas Regulation. These documents should be kept in a safe place as they are important when selling your property.

Products in the marketplace change rapidly, therefore illustrations on our website are a guide only and products may be substituted or superseded. Any products supplied, which are different to the illustrations on our website will not be of inferior quality to the one which they replace.

To ensure that we are able to meet the requirements of our customers by providing the shortest possible lead times for installations we do on occasions employ sub-contracted labour. All of our sub-contractors are fully qualified and Gas Safe/OFTEC registered, furthermore they have met our own high standards of workmanship and are fully approved by Ableforce.

Your obligation to us

You will need to provide free access to and from the installation property on the agreed dates so that we can deliver and install equipment. You must also provide free access to water, gas and electricity for installing and testing your new equipment.

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 Ableforce if a reattendance is arranged and what the charge for such a reattendance will be. In any event, no refund will be due from Ableforce to the customer if the site is vacated for reasons of safety, abuse or general rudeness.

Unrestricted access to the premises is required in order that the installation may be undertaken. If you do not allow us access to your property as required (and you do not have a good reason for this) we may charge you any additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you to arrange access to your property we may end the contract between you and us.

You should ensure that any necessary licenses, authorities or permissions including the consent of the landlord are obtained prior to any work commencing.

The customer is responsible for notifying the Company of any local restrictions that could impact the delivery of goods, for example local parking restrictions, steep stair climbs, stair climbs longer than 20 steps, on foot carrying distances greater than 30 meters.

Where installation and other work is to be carried out in the roof space it must be cleared of stored articles by you in advance.

It is the responsibility of the customer to ensure there is adequate vehicle parking for the engineer to park their van within 25 meters of the entrance to the property. Any charges for parking are to be paid by the customer. If a permit for parking is required, it is the responsibility of the customer to organise the permit or notify the Company of the restriction at least two working days before the engineer/delivery is due to arrive (or at the time of ordering, whichever is sooner).

The Company will always try to complete work before 6pm on the day of installation 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.

If your quotation includes a smart heating control e.g. Nest, OWL Intuition Smart Heating Control, Drayton miGenie, Honeywell EvoHome, Worcester Wave or Vaillant VSmart, Ableforce Services assume that at the time of installation a working internet connection with WiFi ability will be in place. Ableforce Services will also assume that your broadband and WiFi connection in your home is sufficient Installation Terms and Conditions to support a Smart Control unit. Ableforce Services will not accept responsibility for the failure of any Smart Control if any changes have been made to the heating system following the installation being carried out. Ableforce Services will not be liable for any costs or damages incurred as a result of your Smart Control not being used as specified in the user instruction manual, as a result of a failure of your mobile device and/or your internet connection nor any costs associated with the exceeding of data usage limits, or unauthorised usage (e.g. if your mobile device is stolen). The replacement of batteries is the responsibility of the customer. Some Smart Controls will self-learn your heating and hot water patterns and automatically adjust your heating and/or hot water schedule accordingly. Please note some Smart Controls are registered on the manufacturer's network. This is for the purposes of troubleshooting and monitoring performance. Should a fault arise, the manufacturer should be the first point of contact for troubleshooting using the phone number listed in your user instruction manual. Following the purchase and installation of a Smart Control, Ableforce Services will not be responsible for the replacement of the Smart Control if you, the customer, requests an alternate control.

The quotation provided by Ableforce Services is based upon the existing layout of the property, including the number of radiators and bathrooms. Any changes to the property including extensions may mean that the boiler we have quoted for is undersized. If you're planning an extension to your property please ensure this is discussed with our representative so that the boiler can be sized appropriately.

10. COMPLAINTS

Ableforce Services takes all complaints regarding our service seriously. We have a Primary Authority partnership with Which Trusted Trader to prove our

commitment to regulatory compliance and trading fairly.

We have a complaint resolution policy which can be found at www.ableforceservices.com. Please contact Ableforce Services initially to register any complaint.

It is our responsibility to supply you with goods that meet your consumer rights. If you have any concerns that we have not met our legal obligations, please contact us.

If any of the terms used in these terms require additional clarification please contact our Sales Department on 01732 495002 or visit www.ableforceservices.com

11.0 OTHER IMPORTANT TERMS

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 under these terms.

You may transfer your rights under these terms to another person by notifying us in writing. This includes if you sell your home and wish to transfer the benefit of the guarantee and warranty to the new owner.

You may only transfer your obligations under these terms to another person if we agree in writing.

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

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.

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.

These terms are governed by English law. You and 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 Installation Terms and Conditions bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

Covid

We cannot accept any responsibility for anyone contracting Covid-19 as a result of having a boiler installed by Ableforce. All of our engineers are

advised of health & safety measures required before, during and after a visit to a customers property. Health & safety of our installers and customers is of paramount importance to Ableforce.

We ask all customers to take precautions to avoid any unnecessary contact with your engineer on the day of installation. It is advisable to move any occupants/pets into one room for the duration of your installation, or, if convenient, to leave the property and keep social distance at all times. We advise that you thoroughly clean your property after installation. Please take advice from the government's website for Health & Safety advice.

12. Your cancellation rights

You will lose the right to cancel set out below should Ableforce complete the installation of your new equipment within 14 days of your order being placed and you have requested that Ableforce perform services within this 14-day period as it will be deemed that Ableforce has been engaged to carry out urgent maintenance or repairs at your household.

The customer has a right to cancel this contract within 14 days without giving any reason provided the following conditions are satisfied;

- a. Notice of cancellation is emailed to office@ableforceservices.co.uk either before any delivery is made, or within 14 days of the order being placed. Any email sent intended to serve as your statement of cancellation should be clear and unambiguous. You may use the following style of wording although this is not obligatory "I/we hereby give notice of cancellation for the contract number [insert contract number] for the supply of [item you wish to cancel] to [property address]. Signed [insert your name]."

If you wish to cancel once the engineer is allocated and you are still within the 14-day cancellation period, the supply of goods will be deemed to be benefiting from enhanced delivery chosen by the customer and you will be liable for the cost of the engineer's attendance and other reasonable costs associated with both the enhanced delivery and collection arranged by the Company.

11.b Our cancellation rights

We may have to cancel a contract due to events outside of our control or the unavailability of stock. If this happens, we will promptly contact you to let you know.

Ableforce reserves the right to cancel any order, should we find, on arrival at the property, that it is not possible to carry out the work which has been ordered and requested by the customer. This decision is entirely at the discretion of Ableforce. In this scenario a full refund would be provided to you, the customer.

Contact us

Head Office

01732 495002

www.ableforceservices.co.uk

Ableforce is a trading name of Ableforce Services Limited (company number 8772044), whose trading address is Ground floor, 26 Kings Hill Avenue, Kings Hill, ME19 4AE.