

Eco Installer & Service Limited  
**MCS Project Terms and Conditions**

Please read this document carefully as it specifies how Eco Installer will carry out the installation work for you. In these conditions “Eco” and “we” means Eco Installer & Service Limited and “you” and “your” means the customer.

**1. Scope of Work**

Eco will carry out the work set out on your quotation (“Work”), for the price stated in it, under the following terms and conditions. All prices will show the appropriate VAT rate(s) for the Work.

**2. Validity of Quotation**

Your quotation is valid for 28 days and Eco must begin the work within 90 days of your acceptance. If either of these time periods are exceeded then the quotation will no longer be valid and you should contact Eco to get another quotation for the Work.

**3. Programme for the Work**

Any dates or timescales specified by Eco in its quotation are best estimates and Eco will endeavour to maintain such dates. If Eco believes there are likely to be delays to the estimated dates then we will let you know as soon as possible and agree new dates with you. The time taken to complete the Work has no effect on the price quoted to you. If your timings change then you should give us as much notice as possible but not less than 14 days. Eco will advise you of the revised programme in such circumstances.

**4. Site Requirements**

Unless specified otherwise in the quotation, Eco will require the provision of Power. Lighting and water at the worksite and access to a toilet.

**5. Unforeseen circumstances**

The price quoted by Eco does not include the cost of removing any dangerous waste materials (e.g. asbestos) that we could not reasonably identify at the time of inspection. If such dangerous materials are discovered during the performance of the Work then Eco will assist you to rectify the problem. You can call a specialist contractor to remove the dangerous materials or Eco, at your instruction, may be able to arrange for them to be removed at an extra cost. When asbestos is removed you will need to produce a ‘site clearance for reoccupation’ certificate before Eco can continue with the Work. This certificate is available from the asbestos removal company.

**6. Existing Fixtures & Fittings**

Eco may need you to lift carpets/floorcoverings and other fixtures and fittings to carry out the Work. Eco will advise you if we need you to do this. You can call a specialist contractor to do this work or Eco will do this for you but recognising we will refit items to the best of our capability. You may need to engage a specialist contractor to put the carpets/floorcovering or other fixtures and fittings back after Eco completes the Work. In the event Eco has to do extra work because we find we cannot use existing services (pipework or wiring) then this can cause damage to fixtures and fittings e.g. inside and outside finishings – wall coverings and paint. You may need to redecorate, repair or restore certain areas after Eco has completed the Work. This is not included in the price quoted and you will be responsible for this.

## **7. Approvals**

Eco assumes that you have obtained all necessary approvals (e.g. Planning permission/Building regulation/Landlord/Lessor/UK Power Networks etc) unless otherwise specified in Eco's quotation before Work commences. This is of particular importance in conservation areas. You may have compensate us for any losses we suffer because of your failure to get proper approval for the Work.

## **8. Existing Services**

If Eco have connected new equipment to your existing system, Eco cannot accept responsibility for the cost of repairing or replacing parts of your existing system that later develop faults.

Eco will test your water supply pressure before starting the Work. As water supply rates can change, Eco cannot be responsible for faults where the water supply becomes inadequate or keeps changing.

## **9. Warranty**

As this is a MCS installation, Eco will provide the following warranties for the Work:

Manufacturer's Warranty on Equipment

Eco Warranty on workmanship

### **9.1 Manufacturer's Warranty:**

Where a defect arises in the manufacturer's equipment then such equipment shall be repaired/replaced by them in accordance with their warranty conditions included within the user information pack given to you by Eco on completion.

### **9.2 Eco Warranty**

Where a defect arises in Eco's workmanship within the first 24 months following commissioning of the Work, Eco shall remedy such defect at no cost to you.

Eco's warranty shall be for labour only in respect of faulty workmanship within 24 months following completion of the Work, Eco shall remedy such faulty workmanship at no cost to You. Where the defect is in equipment provided by a manufacturer then Eco will liaise with the manufacturer and arrange attendance on your behalf.

Eco shall not be liable for any defects where the Work has been:

- Subject to misuse or negligence
- Repaired, modified or tampered with by anyone other than Eco
- Where the Work relates to installations which are over 10 years old
- In respect of blockages in waste and/or drainage systems
- Where the Work is specifically advised to You as being excluded from this warranty
- Where the Work has not been paid for in full

### **9.3 Warranty Procedure**

During the Eco Warranty Period: In the event of a problem with the Work, please contact Eco and we will arrange to inspect the installation as soon as practicable and remedy any Eco installation defects without charge. If the problem requires the attendance of the Manufacturer then Eco will arrange for this on your behalf.

If there are problems with the Manufacturers Equipment after the expiry of the Eco workmanship Warranty Period then it is usually quicker if you contact the Manufacturer direct for service.

Please ensure you operate the installation in accordance with the instructions set out in the user guides provided to you by Eco on completion. Failure to operate the installation properly may invalidate the Manufacturers/Eco's warranty below and effect efficiency of the installation

### **10. Design & Performance**

Eco use performance figures quoted by manufacturers noting that such figures are based on factory conditions. Actual performance may vary due to site characteristics and operation.

### **11. Force Majeure (Events beyond our control)**

Eco cannot be responsible if we cannot meet our responsibilities because of events or circumstances which are beyond our control including, for example, poor weather conditions, industrial disputes, strikes, unavailability of parts/equipment or if we find that species (eg bats, birds, butterflies etc or plants that could be subject to special protection are found to be present in your property.

### **12. Payment & Payment Terms**

Unless your quotation contains other payment terms, the following are our standard payment terms:

25% deposit must be paid when you accept the quotation.

25% when we have ordered Materials/Equipment.

30% as interim payments as specified in the quotation or otherwise advised by us.

15% when commissioning is complete.

5% on handover/completion of the Work.

All payments should be made within 7 days.

All goods and equipment supplied by Eco shall remain the property of Eco until you have paid the quoted price in full. Risk in the goods and equipment remains with you. Eco reserves the right to claim interest on any unpaid sums at the rate specified in the Late Payments of Commercial Debts (Interest) Act 1998.

### **13. Cancellation Rights.**

You can cancel this agreement up to 14 days after you have accepted the quotation. This is called your 'cooling off' period. You may ask Eco to start work before your cooling off period ends in which event if you cancel your agreement after work has started, Eco will charge you our reasonable costs for any work already carried out, or any goods already installed into your property. Eco will deduct our costs from any deposit you've paid or bill you for them. If you wish to cancel, you can should advise us immediately by email or telephone.

Eco may cancel this agreement at any time by giving you written notice. If Eco cancels this agreement without good reason, we will pay you any reasonable costs you suffer as a direct result of our cancellation.

### **14. Legal**

Your quotation together with these terms and conditions, sets out the entire agreement between you and Eco. Nobody else will be able to benefit from this agreement. This agreement is governed by the laws of England and Wales.