

Lime Heating Terms and Conditions

1. Introduction

1.1. These terms and conditions govern the contractual relationship between Lime Heating ("the Company", "We" or "Us") and the Client ("You" or "Customer"), detailing the provision of Goods and Services.

1.2. By engaging with Lime Heating, the Client agrees to be bound by these terms, which supersede any conflicting terms unless explicitly agreed in writing by an authorised representative of Lime Heating.

1.3. By requesting and accepting services from Lime Heating, the customer agrees to be bound by these Terms.

1.4. These Terms apply to all services provided, including but not limited to plumbing, heating, boiler installations, servicing, repairs, and emergency call-outs.

2. Definitions

In these terms, the following definitions apply:

- "Lime Heating" – the trading name of Lime Heating Limited, a company registered in England and Wales with its registered office at 506 Hayley Court, Milton Keynes Business Centre, Foxhunter Drive, Linford Wood, Milton Keynes, MK14 6GD
- "Client" – any individual, company, partnership, or entity engaging Lime Heating for the provision of Goods or Services.
- "Contract" – the legally binding agreement incorporating these terms and any associated Quotation, Estimate, or written agreement.
- "Order" – the Client's instruction to commence the provision of Goods or Services, given verbally, in writing, or implied through conduct.
- "Goods" – any products, materials, or tangible items supplied by Lime Heating under the Contract.
- "Services" – all work performed by Lime Heating, including but not limited to labour, maintenance, repairs, and installations.
- "Quotation" – a written statement issued by Lime Heating detailing the estimated costs for the agreed scope of work.
- "Estimate" – an initial cost projection subject to change based on further assessment, unforeseen circumstances, or Client-requested modifications.
- "Schedule of Rates" – pre-agreed rates for Services, valid for a specified period.

3. Scope of Work

3.1. Lime Heating shall provide Goods and Services in accordance with the Quotation, Estimate, or written agreement between the parties.

3.2. Any amendments to the agreed scope of work must be confirmed in writing by both parties before implementation.

3.3. Additional work outside the original scope may be subject to additional charges and time extensions.

3.4. Lime Heating reserves the right to refuse modifications to an Order if they are unreasonable, unsafe, or unfeasible.

4. Acceptance of Quotation and Order Confirmation

4.1. The Client's acceptance of a Quotation or Estimate constitutes agreement to these terms and conditions.

4.2. Lime Heating reserves the right to withdraw or amend a Quotation if circumstances change materially before work commences.

4.3. Commencement of work is subject to the Company's discretion, considering material availability, scheduling constraints, and unforeseen issues.

4.4. All Quotations are provided free of charge and are valid for 30 days unless otherwise stated.

4.5. Prices are based on the information available at the time of Quotation. If additional work is required beyond the agreed scope, a revised Quotation will be issued.

4.6. Any Client changes to the agreed-upon work must be approved in writing and may result in additional costs.

4.7. VAT (if applicable) will be charged at the prevailing rate and included in the final invoice.

4.8. Power flushing is subject to a disclaimer form which will be sent via email at time of booking. Acceptance of a power flush Quotation means you are accepting and agreeing to the terms laid out in the form.

5. Booking and Appointments

5.1. All bookings require a 50% deposit in order to confirm acceptance of Quotation and arrange booking.

5.2. All deposits are non-refundable subject to the discretion of Lime Heating.

5.3. Customers must provide accurate information when scheduling an appointment.

5.4. Lime Heating will make reasonable efforts to attend appointments on time, but all appointment times are approximate. The Company is not liable for delays or losses caused by unforeseen circumstances.

5.5. If access to the property is not granted at the agreed time, a failed appointment fee may apply.

6. Pricing and Payment Terms

6.1. The Client agrees to pay the price set out in the Quotation or Estimate, inclusive of VAT and applicable taxes.

6.2. Payments must be made in accordance with the agreed terms.

6.3. Payment is due immediately upon completion of the work unless otherwise agreed in writing.

6.4. Accepted payment methods include cash, debit/credit card, and bank transfer.

6.5. Late payments exceeding 7 days from the invoice date may be subject to a 5% late fee, and continued non-payment may lead to legal action. Late payments fees shall accrue daily from the due date until payment is received.

6.6. Lime Heating reserves the right to refer overdue accounts to a debt collection agency, with any associated recovery costs payable by the Client.

7. Cancellations, Rescheduling, and Failed Appointments

7.1. Customers must provide at least 48 hours' notice to cancel or reschedule an appointment. Penalty fees will be applied on a sliding scale, considering the notice period and the value of the work.

7.2. Cancellations:

Works up to £1,000 inc. VAT

- 7 days-48 hrs notice = 50% of the booking cost
- Less than 48hrs notice = 100% of the booking cost

Works exceeding £1,000 inc. VAT

- 14-7 days notice = 25% of the booking cost
- 7 days-48hrs notice = 50% of the booking cost
- Less than 48hrs notice = 100% of the booking cost

Additionally, any restocking fees incurred by us for materials purchased may be passed on to the customer.

7.3. Rescheduling:

- Less than 48hrs notice = £90 inc. VAT

Customers may reschedule an appointment up to a maximum of two times, subject to availability. Further rescheduling requests may be declined at the Company's discretion and could be treated as a cancellation, subject to the applicable cancellation policy.

7.4. Failed Appointments:

Including, but not limited to, the following circumstances: customer no-show, tenants failing to grant access to the property, utilities being inaccessible, or unsafe working conditions.

- £90 inc. VAT

For locations outside our standard service area, additional travel costs may apply. To proceed, the outstanding fee must be settled before rescheduling. If the customer chooses to cancel instead of rescheduling, the cancellation policy will apply.

7.5. If an appointment is rescheduled and subsequently canceled, the cancellation policy will be applied based on the original booking date, not the rescheduled date. Rescheduling does not reset the notice period required to avoid cancellation fees

7.6. Weather-related delays will be rescheduled at no additional cost to either party.

7.7. The Company reserves the right to cancel or reschedule services due to unforeseen circumstances, such as staff illness or emergencies. In these circumstances, the next available appointment will be offered. The Client may cancel penalty free if three consecutive appointment dates are missed by the Company.

7.8. In accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, where a service booking constitutes a distance Contract, the Client has the right to cancel the Contract within 14 days from the date of Contract formation without providing any reason. However, if the Client expressly requests the commencement of services within the 14-day cooling-off period and the Contract is performed in full within seven days, the right to cancel is forfeited.

8. Client Responsibilities

8.1. Customers must ensure safe and unobstructed access to the work area.

8.2. Essential utilities (water, gas, electricity) are available unless otherwise stated.

8.3. Customers must disclose any known plumbing or heating issues prior to work commencement.

8.4. If the work area is not ready or accessible upon arrival, a call-out or failed appointment charge may apply.

8.5. All Quotations and Estimates assume uninterrupted access for the Company's personnel to undertake work efficiently. Any delays caused by the Client resulting in increased costs shall be deemed a variation and subject to additional charges.

8.6. Our engineers will only carry out work at a property if an adult (18 years or older) is present on site at all times during the visit, unless agreed upon in advance with key-only access, e.g., with rental properties. If an engineer arrives and finds that no one over the age of 18 is present, the engineer will leave the site, and a failed appointment fee will be applied to the Client. It is the Client's responsibility to ensure access to the property is arranged appropriately.

8.7. The Client agrees not to solicit or employ any employee of the Company for a period of 24 months following project completion. Breach of this term shall result in damages calculated at 13 weeks of the contractual charge-out rate for the employee in question.

8.8. If a Client approaches an employee of the Company to undertake independent work, all remaining contracted work shall be immediately cancelled, and the Client shall be invoiced for the full project cost.

8.9. The Company prioritises health and safety at all times. If work conditions are deemed unsafe, including but not limited to hazardous environments such as those containing human or animal waste, vermin, bodily fluids, drug paraphernalia, pest infestations, hazardous chemicals, or the presence of drugs or alcohol, employees will withdraw from the site. We will also not begin or continue work if there is a risk of verbal or physical abuse, harassment, or unruly behaviour from children or pets. In such cases, the appointment will be cancelled, and the Client will be charged a failed appointment fee based on the work completed and any relevant losses.

8.10. If the removal of asbestos is necessary prior to the repair of your boiler, system or appliance or within the vicinity of area we need to work where a risk of damage has been deemed possible by the engineer you will need to engage and cover the costs of a professional to handle the removal. Additionally, a certificate of reoccupation will need to be provided to us.

9. Warranties

9.1. Lime Heating provides a 12-month warranty on all workmanship from the date of completion of works. It does not cover:

- Pre-existing issues unrelated to the work carried out.
- Misuse, neglect, or damage caused by third parties.
- Limescale, corrosion, or water pressure-related issues.
- Water quality issues
- Issues arising from customer-supplied parts.

9.2. The warranty is non-transferable and applies solely to the Client named in the original Contract.

9.3. Warranty claims will be invalid if the installation has been altered, misused, poorly maintained, or used despite a known defect.

9.4. If we attend a warranty call-back and the issue is found to be unrelated to our original work or does not qualify under warranty, our standard hourly rate of £90 per hour will apply.

9.5. It is the Client responsibility to register for manufacturer warranties unless otherwise specified by us.

9.6. When registering a product on your behalf, Lime Heating will pass on the benefit of any manufacturer warranties provided with Goods supplied but does not provide additional warranties beyond those given by the manufacturer.

9.7. Manufacturer warranty claims must be pursued directly with the manufacturer unless otherwise agreed.

10. Liability and Limitations of Obligations

10.1. Lime Heating will exercise reasonable skill and care in providing services but is not liable for:

10.2. Pre-existing plumbing or heating faults.

10.3. Structural damage caused during necessary work (e.g., drilling or pipe adjustments).

10.4. Water damage due to system failures beyond the Company's control.

10.5. Lime Heating will not be liable for any damage caused by any leak that occurs as the result of our work, unless we are notified in writing within 48 hours of the completion. This does not affect our 12-month warranty which remains in place for the rectification of defects in our work but does not extend to liability for consequential damages if not reported within this timeframe.

10.6. Liability for damages shall not exceed the total Contract value unless due to gross negligence.

10.7. Lime Heating is not responsible for delays caused by supply chain issues or other unforeseen circumstances.

10.8. When converting a system from low pressure to high pressure Lime Heating accept no responsibility for fittings/pipework failures to existing pipework and fitting. Where possible a Quotation will be provided for any repairs.

10.9. Any items installed where design or specific style has not been agreed are subject to the discretion of Lime Heating. Should the Client not like an item, a replacement will be quoted at additional costs. Any restocking fees will be passed to the Client and any time spent on site will be charged at our standard hourly rate. Where it is not possible to return an item, no refund will be provided for that item.

10.10. Where panels are removed for work (i.e., leak investigation, tap replacement etc) Lime Heating will accept no responsibility for any damages to the panel and if necessary a Quotation for replacement will be provided.

10.11. There will be no refund possible for sanitary items installed such as toilets and toilet seats should these items need to be replaced (except for when they are deemed faulty) charges for replacement items will be added to any invoice.

10.12. Special-order parts, such as model-specific boiler components, may be non-refundable once ordered. Orders for such parts may be placed by us following Client acceptance of our Quotation. Where a supplier does not accept a return, the full cost of the part will be chargeable to the Client. In such circumstances, the customer is entitled to retain the item.

10.13. Waste removal is not included unless explicitly stated in the Contract.

10.14. Any work that requires making access into walls, ceilings or boxing will be repaired to a builders finish only. No decoration will be provided and no responsibility will be accepted for finish quality.

10.15. Lime Heating is not liable for incidental damage to fixtures, fittings, surfaces, walls, ceilings, floor coverings (including carpets) or property unless explicitly agreed in writing. This includes, but is not limited to, damage caused by spillages. Where possible floor protection will be put in place however should the Client wish to protect surfaces/carpets we would advise additional protection is provided.

10.16. Liability for loss, damage, or injury shall only arise where negligence or failure in duty of care by Lime Heating can be demonstrated.

11. Complaints

11.1. Any complaints regarding service quality, damage, or unsatisfactory work must be reported in writing within 14 days of job completion, with the exception of leaking pipework which must be notified within 48 hours. Claims made outside this period will not be considered.

11.2. The Company will investigate complaints and respond within 14 days of receiving a complaint.

11.3. If a resolution is not reached, the Client may seek third-party mediation or legal action where appropriate.

12. Commercial and Contracted Work Agreements

12.1. The Client shall provide the Company with all relevant health and safety information, including but not limited to occupational qualifications and site-specific hazards. The Client shall ensure compliance with all statutory regulations.

12.2. The Client shall indemnify the Company against any claims arising from a breach of the Client's statutory or contractual obligations.

12.3. Where services are provided on a site not controlled by the Company, the Client shall be responsible for compliance with all applicable health and safety regulations and must provide adequate Employer's and Public Liability insurance.

12.4. For commercial works where personnel are provided, the Client shall assume responsibility for their supervision from the time they report to duty. The Client shall ensure they comply with all relevant employment and health and safety laws.

12.5. This Contract shall terminate immediately if either party: a) Becomes insolvent or enters into voluntary or compulsory liquidation. b) Has an administrator, receiver, or trustee appointed over any of its assets. c) Enters into any composition or arrangement with creditors. d) Ceases or threatens to cease trading.

12.6. Termination of this Contract shall not affect any rights, obligations, or liabilities accrued before the date of termination.

12.7. Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE): before terminating this Contract, the Client must disclose details of any incoming service provider to comply with TUPE obligations. The Client shall indemnify the Company against any employment-related claims arising from the transfer of operatives.

13. Operations

13.1. The Company's employees may work individually or in teams, depending on project requirements.

13.2. Staff continuity is not guaranteed due to absences or operational requirements.

13.3. No work shall be undertaken on public holidays unless agreed in writing in advance.

13.4. The Company reserves the right to assign, delegate, or subcontract all or part of its obligations under this Contract to any competent third party without the need for prior Client approval. The Company remains responsible for ensuring that subcontractors meet contractual obligations.

13.5. All invoices shall be issued directly by the Company, and the Client must make payments only to the Company. Payments made to subcontractors or third parties shall not discharge the Client's obligations under this contract.

14. General

14.1. The Company reserves the right to correct technical information without notice. Technical descriptions do not constitute a sale by description.

14.2. The Client may not assign, transfer, or subcontract this Contract without prior written consent from the Company.

14.3. This Contract does not create a partnership, joint venture, or agency relationship between the parties.

14.4. No waiver of rights under this Contract shall constitute a waiver of any other rights.

14.5. This Contract constitutes the entire agreement between the parties and supersedes any prior agreements, representations, or understandings, whether written or oral.

14.6. Lime Heating reserves the right to update these Terms at any time.

14.7. It is the customer's responsibility to keep informed of our T&Cs via our website or other methods.

15. Data Protection and Privacy

15.1. Lime Heating processes personal data in accordance with the UK GDPR and the Data Protection Act 2018.

15.2. Lime Heating uses third-party scheduling software to manage appointments and customer data. This software stores personal data, including name, contact details, and appointment history, to facilitate booking and communication. Lime Heating ensures that all data is processed in compliance with data protection laws. Your information may be shared with our scheduling software provider for operational purposes, but we will never share your data with other third parties, except as required by law. We take appropriate measures to protect your data and retain it only for as long as necessary.

Contact Information

By engaging Lime Heating's services, you confirm that you have read, understood, and agree to these Terms and Conditions. If you have any questions, please contact us.

Phone: 01908 904 407 or 0300 3730 756

Email: info@limeheating.co.uk

Website: limeheating.co.uk

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Lime Heating Ltd is a Gas Safe registered business. All services are subject to our terms and conditions.

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