

Charles Ekin trading as

THE CHIMNEY DOCTOR SOMERSET

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TERMS AND CONDITIONS

Booking with me (The Chimney Doctor) is considered as acceptance of my Terms and Conditions, which are outlined below. I reserve the right to add to and/or amend my Terms and Conditions of trading without giving prior notice.

MY SERVICES

The Chimney Doctor is an independent company that offers a chimney sweeping service to domestic and commercial clients (e.g. Pubs, hotels, etc). It caters for open fires, wood burners, Agas, Rayburns and most other household solid fuel appliances

MY OBLIGATIONS

1. I will have a Public Liability insurance policy with minimum £2million cover
2. I will carry out the work to the best of my ability.
3. I will not undertake any work that is beyond my area of expertise or for which I am not technically equipped.
4. Your personal safety during the course of the work I do and making sure that your installation is left in good working order are of the utmost importance to me. I will carry out all work with respect for you and your property.
5. I will make every effort to ensure that your property is not sullied by soot or debris. My training and the expensive modern equipment I use will enable this.

YOUR OBLIGATIONS

1. You agree to be present (or an adult acting on your behalf) at the arranged time. If it has been agreed to do the sweep in your absence, please ensure that you are contactable by phone.
2. Pets will be kept out of the room in which the sweeping takes place. Dogs with a history of "unwelcoming behaviour" are to be kept away at all times. Please remember that I am stepping into their territory as an outsider and could easily be seen as a threat. I'm not part of their pack!
3. You will ensure that the hearth/firebox and surrounding area is safe and hygienic for me to work in.
4. Please move furniture away from the immediate area to allow ease of access and work including wood baskets and coal scuttles
5. Please clean out ash from the grate/appliance prior to the appointment.
6. Do not light a fire within 24 hours before the appointment time.

APPOINTMENT TIME

1. The arranged appointment time is to be considered as an estimate of the arrival time to within 30 minutes. Problems with preceding jobs and traffic conditions may affect arrival time. I will phone the customer if the arrival time is likely to be more than 30 minutes after the arranged time.
2. If this inconveniences the customer then the appointment time can be re-arranged.

PAYMENT

1. The chimney sweeping service must be paid on completion unless otherwise agreed.
2. The Chimney Sweeping Certificate will not be issued unless payment has been made.
3. A BACS transfer is the preferred method but payment can also be made by card or cash.
4. If invoicing has been agreed, payment of the invoice must be made within 14 days.

LIABILITY

1. Suggestions and information given as part of the service provided by The Chimney Doctor are given in good faith. However, due to much of the installation being out of sight, I can only carry out an inspection of what is clearly visible. Inaccessible and concealed areas mean that the full picture is inherently limited and so some information is based on a likely scenario. Even the reach of video inspections has its limitations.
2. Whilst all work is carried out in good faith, the certificates provided are not a guarantee or warranty that any fireplace, heating appliance, boiler, flue or chimney stack is safe. The Chimney Doctor cannot guarantee that there are no potential defects in the flue or your chimney arising from fair wear and tear, wilful damage, accident, negligence by you or any third party.

PRICING

1. The price for a standard sweep is £70. A standard sweep refers to a lined chimney in the case of a commonplace appliance (woodburner, cooker or boiler) or a small open fire.
2. Non-standard sweeps and additional charges are detailed below. Each installation has its own quirks. I reserve the right to change the cost depending on anomalies that may not have been apparent before I arrive on site.

Additional or Non-standard sweeps (additional time beyond one hour is charged at £60/hour in increments of £15)	Amount
Each Additional standard sweep at the same location	£60
Sweep through the register plate	£100
Jetmaster	£80
Bird nest removal (standard sweep plus camera check plus £60/h beyond 1 hour in increments of 15 mins)	£100+
Large open fires £100 for the first hour followed by overtime	From £100+
Pre-installation standard sweep (this includes a camera inspection)	£100
Additional cost	
Camera inspection	£30
Change door or glass seal on site	£30 (£20 for second)
Taking away and returning elements for repair or delivering parts within a radius of:	5 miles £30 10 miles £60 15 miles £90
Any parts that I order for you will be charged at cost. I will however charge for my time in researching and ordering for you.	Cost + £40/hour
Very dirty job! (rarely, moisture can enter the flue and cause brushes, rods, cloths and vacuum cleaner to become filthy)	£50

CANCELLATION

1. Cancellation must be made by telephone call or text only.
2. Should you wish to cancel or reschedule a booking, you agree to give me as much notice as is reasonably practicable. However, if less than 2 days is given, I reserve the right to charge half of the full amount owed.
3. If you cancel the booking with less than 24 hour's notice, I reserve the right to charge the full amount.

PARKING AND ACCESS

1. I require safe and legal parking and access. On arranging the appointment, if there is a parking issue, the customer is to confirm the situation and advise me accordingly. In situations where I have to pay for parking, the parking fee will be charged to the customer.
2. Please ensure that I have adequate access on foot to the appliance in order to carry out the work.

HEALTH AND SAFETY

1. If I find the property dangerous to enter the work will not proceed, and the customer will be liable for the full payment.
2. If the chimney/fireplace is found to contain asbestos components, the work will cease. The customer will be liable for the full payment and safe removal of the asbestos must be carried out before the work can be completed.
3. If the chimney or appliance is deemed unsafe or damaged, the work will not proceed, and the customer will be liable for the full payment.
4. The work will not proceed if any hot embers are remaining, and the customer will be liable for the full payment.

RENTAL PROPERTIES

1. The contact details on the certificate will relate to the landlord.
2. Please be sure to communicate these terms and conditions to the tenant. You are jointly responsible for honouring them.

PHOTOGRAPHS

1. I would very much appreciate, on occasion, using photographs of your installation on my website or social media. If this is the case, I will ask first. All means of being able to identify you or those within your household will be removed (eg photographs or documents on mantel piece).

GDPR (General Data Protection regulation) 2018

1. When a booking is made you understand that I will keep your house and contact details securely on file and you give me permission to contact you when your chimney becomes due for sweeping. The use of my services is acceptance of these terms and signatures are not required to prove acceptance

SWEEP CERTIFICATES

- 1. Your sweep certificate will be sent as a PDF attachment to the email address you provided.
- 2. Please be aware that chimney sweeps have the duty to fail an installation if it's use is deemed likely to cause danger to person or property. If on first inspection, the appliance or installation is unsafe to use, a sweep will not be carried out and a warning label will be attached to the appliance and a warning notice issued. Examples of this include corrosion of stove or liner, incorrect cowl, hearth too small, building timber within chimney, no glass on wood burner door etc

THE NATURE OF CHIMNEY SWEEPING WORK

- 1. It is assumed that your installation is in a fit state to be swept. Even conservative use of your appliance will, over time, expose many elements to heat and chemical degradation. This is especially commonplace with deteriorating vermiculite firebricks, chemical corrosion of flexi-liners and the rusting of various steel elements of the installation, to name but a few. As a result of this, if, during the normal course of the sweeping process, elements of the installation break, are weakened to the point of needing to be replaced, or are no longer fit for purpose, I will not be held responsible and the cost of the repair/replacement part will be borne by the customer. I will of course do all I can to advise and assist to make this remedial process as easy as possible.
- 2. It is assumed that previous tradesmen have worked to the highest standards! The construction of the chimney, the fitting of the appliance and its maintenance have involved many hands in the past. I will work as thoughtfully as possible but if something arises through a defective or ill-conceived installation, I will not be liable – for example, the chimney cowl is knocked off the top of the chimney pot because it has not been sufficiently secured, or if the flexi-liner has been inserted the wrong way round by the installer or has, in any other way, been poorly installed so that when I start my rotary sweeping the liner is delaminated.

When signed (or acknowledged by email), the client agrees to these Terms and Conditions

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Date: