

Customer Warranty for Installation Services

This Warranty sets out the terms upon which H & R SERVICES (OXFORD) LTD offers warranty to cover the products it supplies to its customers and for the installation services provided by H & R SERVICES (OXFORD) LTD registered installers. Terms defined in H & R SERVICES (OXFORD) LTD Terms and Conditions bear the same meaning when used in this warranty. Your attention is drawn to H & R SERVICES (OXFORD) LTD Terms and Conditions, which includes provision relevant to the warranty set out below.

1. Installation Services

1.1 H & R SERVICES warrants to the customer that the Installation Services will be performed by the appropriately qualified and trained H & R SERVICES Registered Installers using reasonable care and skill to such high quality as it is reasonable for the customer to expect.

1.2 The Warranty period for the installation services shall be two years from the completion of the installation services.

2. Remedial Action

2.1 Where a valid claim in respect of the manner of performance of the services is notified to us in accordance with H & R SERVICES Terms and Conditions, H & R SERVICES may arrange for the relevant products to be reinstalled by any of H & R SERVICES registered or approved installers or at H & R SERVICES sole discretion, refund to the customer the charge for the relevant part of the installation service (or a proportionate part of the charge) in which case H & R SERVICES shall have no further liability to the customer.

3. Exceptions

3.1 This Warranty will not apply:

3.1.1 Unless the product has been installed by an H & R SERVICES registered installer and has been properly used and maintained throughout the warrant period.

3.1.2 Unless the customer has informed the company of the alleged defect within the warranty period and within a reasonable period of discovery.

4. General Conditions

4.1 The customer agrees that he will promptly provide all information and support including access to site and services reasonably necessary for H & R SERVICES to evaluate any alleged defect and to perform it's obligations under warranty.

4.2 The customer agrees that all premises, plant, power, fuel support services and other inputs that he is providing for the installation and use of the products are reasonable, are fit for purpose and will be properly used and provided.

5. Expertise

5.1 Any dispute as to whether a defect is covered by this warranty shall be immediately referred at the request of either party to an independent expert whose identity has been agreed by both parties or in default of agreement then who shall be appointed by the president for the time being of the trade association or professional association that most closely affects the products.

6. Third Party Rights

6.1 The benefit of this warranty shall be exercisable by H & R SERVICES customer or in cases when the property to which a system has been installed is sold within the warranty period, to the new legal owner of the property. It may not be transferred to or exercised by any third party.

7. Law

7.1 This warranty shall be construed in accordance with English Law and shall be subject to exclusive jurisdiction of the English Courts.

8. Manufacturer's Product Warranty

8.1 Most products supplied by H & R SERVICES come with the benefit of a manufacturers product guarantee. Where a claim in respect of any of the products supplied is notified to H & R SERVICES by a customer in accordance with H & R SERVICES Terms and Conditions, H & R SERVICES will liaise with the manufacturer and use all reasonable endeavours to secure a replacement of the product or part in question or (at the manufacturer's discretion) a refund of the price of the product (or proportionate part of the price), in which case H & R SERVICES shall have no further liability to the customer.