

Terms and Conditions

1. The remainder of this document sets out the terms and conditions which apply to the agreement between you (our customer), and us.
2. When you ask us for a quotation, one of our surveyors will come to your property to carry out a survey. If we cannot survey your property, or do not consider it to be suitable for us to provide the requested goods/services, we do not have to provide the survey or any product to you.
3. If we do survey your property and provide you with a quotation (the 'Quotation'), the Quotation will be subject to the matters set out in this Agreement, which you should note. The Quotation will include those products, services and other items or work which our surveyor considers that you require based on the survey (together, the 'Work') and will remain open for acceptance for 14 days, although we reserve the right to withdraw the Quotation at any time. If we are registered for VAT, our prices are subject to VAT and to any change in the rate of VAT.
4. A contract will only come into being upon our acceptance and confirmation of your agreement to the Quotation. In agreeing (whether expressly or impliedly) to the Quotation, you are:
 - i. placing an order confirming that you accept and understand the terms of this Agreement and agree to be bound by them;
 - ii. agreeing that it is acceptable for the information and form required to be provided to you under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the 'Regulations') to be provided via an emailed copy of your quote and these terms and conditions;
 - iii. giving authority for the Work to be carried out and (where relevant) agreeing that you have authority from the owner of the property for the Work to be carried out; and
 - iv. agreeing that you (or the owner of the property) have obtained any relevant consents and/or permissions that may be required, e.g. listed building consent.
5. Once you have accepted our Quotation, you can choose either to pay in full or to be introduced to TradeHelp Ltd of Marchwiel Centre, Bryn Lane, Wrexham, LL13 9UT. TradeHelp can assist you in making an application to pay for the Work through a Credit Agreement with Novuna Personal Finance, a trading style of Mitsubishi HC Capital UK PLC authorised and regulated by the Financial Conduct Authority ('Novuna'). In providing you with the option to apply to pay for the Work through a Credit Agreement, TradeHelp acts as a loan broker not a lender. TradeHelp is authorised and regulated by the Financial Conduct Authority (697812). Any Credit Agreement will be between you and Novuna and they will provide you in advance with full details of the proposed finance costs and related terms and conditions. Credit is subject to application and status. You are free to obtain quotes for credit and/or credit from other sources.
6. We are only able to introduce you to TradeHelp Ltd and we cannot discuss any finance options with you or provide you with any advice so, if you are not sure about what is best for your own financial situation, you may want to seek independent advice. We shall not have any liability regarding your choice of any credit facility you enter into. If you cancel any credit agreement at any time, you will become responsible for immediately paying in full for the Work, or in respect of any outstanding balance. You are free to obtain quotes for credit and/or credit from other sources.
7. If you do not enter into a Credit Agreement, you must usually make payment in full in cleared funds prior to commencement of the Work unless we agree otherwise with you. If the Work is cancelled prior to installation we will refund to you all sums paid in advance, less any amounts due for Work carried out prior to cancellation and (in the case of cancellation by yourself) any amounts due for costs incurred by us to the date of cancellation.
8. Whilst we may provide guidance to you in respect of the process by which you can apply for any cashback offers available to you, we are not responsible for the success or failure of such application, and the success or failure of your application does not affect your obligation to make payment to us for the goods and services provided, nor can we delay receiving payment to the date at which you may receive any such cashback.
9. We make no guarantee that any RHI payments or other government sponsored payments or grants will be either accessible to you or will amount to any specific value. We are not in a qualified position to be able to provide you with any guarantees or promises as to the extent of any payments or grants and you need to separately retain the services of a qualified assessor for this purpose. You will remain liable for making payment in full for the Work and we cannot make any assurances that you will receive any funds towards such payment/s from any source.
10. Once we have accepted your order and you have (where relevant) completed your Credit Agreement to the satisfaction of Novuna, and/or if required we have received any agreed advance or deposit payment due in cleared funds, we will agree with you a date for the Work to be carried out within normal business hours. We will endeavour to carry out the Work on the agreed date but this may be subject to change and we shall not be liable in any way for any delay or any losses whatsoever arising as a result. Time shall not be of the essence for the purposes of this clause.
11. Please note that if there is a significant delay between our acceptance of your order and receipt of full payment (where required in advance), the Quotation may be subject to change.
12. You will provide us and our employees, sub-contractors, agents and other workmen or representatives access on the agreed date to carry out the Work and you agree that (where applicable), once the Work is complete, if financed by a Credit Agreement you will make the payments as set out in your Credit Agreement and in accordance with the terms of your Credit Agreement, or if finance is not applicable you will promptly pay any outstanding balance.
13. Most heating installations do not require planning permission but you should check. If, for example, your property is a listed building or you are in a conservation area and/or the system flue extends 1 metre above the roof height then you may need planning permission. You are responsible for contacting your local planning authority to obtain confirmation that planning permission is not required. We cannot be held liable for any installation carried out where planning permission was required but not obtained and we cannot offer refunds in such cases.
14. You must provide the following for our use free of charge during the Work: water, washing facilities and toilets; electricity supply; gas supply (where relevant); adequate storage space; safe and easy access to your property from the public highway; easy access to the location within the property where the Work is to take place. Such access should remain unobstructed by you or other trades for the duration of the Work. Any children and pets should be kept away from the location of the Work.
15. Goods belonging to us may be delivered to the site. If the contract is terminated early for any reason then, unless you have paid for the goods, you must return them to us. Until ownership of the goods passes to you: you must store the goods separately in such a way that they remain readily identifiable as our property; you must not destroy, deface or obscure any identifying mark or packaging relating to the goods; and you must maintain the goods in satisfactory condition.
16. If, when we commence Work, we find that there is a problem which was not reasonably apparent on survey or we find dangerous material such as asbestos, we reserve the right to cancel, suspend or increase the price of the Works. If we cannot carry out the Work for reasons outside of your control, you will not be charged. If you do not provide us with reasonable access or you suspend or cancel the Work, we may suffer additional costs and may recharge you for these and for any work carried out. Any extra visits required by reasons outside of our control, or made at your request, may result in additional costs. Any products or materials supplied by you will be your responsibility and any delays caused by faults with or damage to such products or materials may be chargeable to you.
17. We will carry out the work in conformity with this contract and will take reasonable care in carrying out the Work but we do not accept liability for any damage to decorations, walls, floors or the like, which is not reasonably avoidable in carrying out the Work. We will make good any holes but will not re-decorate, re-finish or re-lay flooring or floor covering. Boxing in of pipework is not included unless specifically set out in the Quotation. You should therefore be aware that minor redecoration may be required after the Works, which is not included in the Quotation price. We will notify Building Control or Gas Safe of your installation as appropriate following completion. When carrying out the Work we may need to isolate water, gas and electrical services. We will give you reasonable notice of any such requirements and we will act reasonably to minimise any period of isolation. We reserve the right to substitute quoted products for other products which are suitable for the intended purpose.
18. You will pay any sums due by the relevant date/s set out on the quotation or otherwise agreed or, if not stated, immediately on completion of the Work. If you fail to pay the amount specified by the due date then we may charge interest until the full amount is paid. The interest rate we charge will be 3% above the base rate set by the Bank of England. If you are in breach of this agreement because you have failed to make an agreed payment, then we may be entitled to suspend work, recover any additional costs we incur and/or require you to return any delivered goods to us.

19. Any manufacturer's guarantee included with any Boiler purchased as part of the Work, is subject to the terms of such guarantee (available directly from the manufacturer). Please note that, for the guarantee to remain valid, it may require that the Boiler is serviced by an appropriately qualified engineer within each 12 month period from installation. In this case, you must keep appropriate records of those services and be able to produce them on request. Any manufacturer guarantees or warranties for other products installed may attract other conditions and you should, in each case, refer to the terms of the guarantee/warranty or contact us for further information.

20. You agree that from time to time we may arrange for the Work to be inspected and you will grant such reasonable access as may be required in order for such inspections to be carried out.

21. We are not liable to you for:

- i. Any defect in or damage caused to the Work, or any part of it, arising from fair wear and tear, wilful damage, your negligence, damage caused by a third party (other than our representatives and installers), failure to follow our instructions or any instructions of the manufacturer or supplier of goods forming part of the Work, or alterations made or actions taken without our approval.
- ii. Any loss due to fire, theft or other risks normally insured for under a household insurance policy.
- iii. Any delay in carrying out the Work, and any related costs.
- iv. Any costs arising out of any requirement for us to cancel the Work, if we cannot carry it out as planned.
- v. Any defect, damage or breakdown caused by inadequate servicing of a Boiler or other product (unless such servicing was provided by us) or by deliberate action, accident, misuse or third party interference including modification or an attempted repair (other than repairs carried out by us) which does not fully comply with industry standards.
- vi. Any defect, damage or breakdown caused by the design, installation and maintenance of a central heating system or which is due to the integrity or suitability of any existing part of a heating system to which the Works have connected.
- vii. De-scaling or other work required as a result of hard water scale deposits or from damage caused by aggressive water or sludge resulting from corrosion.
- viii. Any incompatibility of a shower with any new Boiler supplied and installed by us.
- ix. Any issues arising as a result of inadequate or changeable water supply.
- x. Any failure by us to meet any of our obligations due to matters beyond our control.
- xi. Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business, wages or goodwill) howsoever arising. Notwithstanding the foregoing, nothing in this Agreement is intended to limit any rights you might have as a consumer under applicable law, or other statutory rights that may not be excluded, nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

22. We may assign, licence or sub-contract all or any part of our rights or obligations under this Agreement without your consent.

23. This Agreement is personal to you and you may not assign licence or subcontract all or any of your rights or obligations under this Agreement without our prior written consent.

24. We our agents and subcontractors, TradeHelp Ltd and Novuna may use your information in accordance with data protection legislation to do the following:

- i. Provide you with the goods and services you have requested and contact you in relation to them.
- ii. Create statistics.
- iii. Help to prevent and detect debt, fraud or loss.
- iv. Help to train staff and improve our systems.
- v. Retain as proof of your identity.
- vi. Comply with the requirements of supervisory organisations such as the Financial Conduct Authority and Gas Safe. Novuna may also check your details with one or more credit-reference and fraud-prevention agencies to help them to make decisions about your ability to make payments. Such checks may leave a footprint on your credit file.

25. If you give us information on behalf of someone else, you agree that they are aware of these terms and that they have given permission for us to use their personal information as described above.

26. We may monitor and record any communications we have with you, including phone conversations and emails, to make sure that we are providing a good service and are meeting our legal and regulatory responsibilities.

27. You are entitled to have a copy of the information we hold on you and to have any inaccurate information corrected. We may charge a small fee for providing a copy of any information we hold about you.

28. If you have any enquiries please contact us using the contact details as set out in your quote. Any complaints should be sent in writing to our registered address or emailed to us. If you wish to report a defect or issue with the Work, you must do so by telephone or email within 24 hours of discovering the same. We will endeavour to respond to any complaints within 24 hours and our complaints policy is available on request.

29. You may cancel services (if they have not yet been carried out) at any time up to 14 days after you enter into the contract for those services. You may return goods at any time up to 14 days from receipt, unless the goods have been mixed inseparably with other items by that point or if the goods were tailor made for you. You are responsible for returning goods to us at your own cost and deduction will be made if the value of the goods has been reduced as a result of handling. This does not in any way affect your statutory rights. If you wish to cancel any Work or return any items, please notify us immediately by emailing or writing to us using the contact details set out in your quote. A standard cancellation form is available at the end of this document. If Work has started before the end of the cancellation period with your agreement (i.e. you have permitted the Work to commence during that time), you may be required to pay reasonable costs for any goods or services supplied (in line with regulation 36 of the Regulations). If you wish to cancel any related Credit Agreement, please refer to the terms and conditions of your Credit Agreement with Novuna.

30. We shall be entitled without prejudice to the other rights and remedies available to us, either to terminate the whole or any part of this Agreement or to suspend any future service or supply if any of the following events occurs:

- i. If any debt due and payable by you to us is unpaid on the due date of payment, or if you are in breach of your obligations under this Agreement which in the case of a breach capable of remedy is not remedied by you within 14 days of receipt by you of a notice specifying the breach and requiring its remedy.
- ii. You make any voluntary arrangement with your creditors or become subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation or an encumbrancer takes possession or a receiver is appointed of any of your property or, or if you cease or threaten to cease to carry on business or if we reasonably apprehend that such events are about to occur in relation to you.

31. The termination of this Agreement howsoever arising shall be without prejudice to the rights and duties of either you or us accrued prior to termination.

32. Failure by us to enforce or partially enforce any provision of this Agreement will not be construed as a waiver of any of our rights under this Agreement.

33. This Agreement is governed by the laws of England and Wales unless we are domiciled in a different country, in which case the laws of that country will prevail.

Standard Cancellation Form Pro Forma

I/We hereby give notice that I/we cancel my/our contract of sale for the following goods and/or for the supply of the following service.

Description of order: _____

Ordered on/received on: _____

Name of customer/s: _____

Address of customer/s: _____

Signature of customer/s (only required if notified on paper):

Date: _____
(Please email or post to us using the contact information on your quote)