

Boiler and Central Heating Terms and Conditions for Consumers

These terms and the order form, will form the contract for the supply and installation of a boiler, heating system and parts (which in these terms will be referred to as "the Services") between Warmer Energy Services Limited, trading as Simply Warmer ("us" or "we") and you. Where we refer in these terms to "the System" we are referring to all the components, including the boiler, which will be listed on your quote and order form. The Services set out in your quote and order form will comprise the installation of the System which will be referred to in the terms as "the Installation".

Neither we nor you can alter these terms without the agreement of the other. If you wish any additional terms to be included then it is preferable that they be confirmed in writing. You should note Section 2 which tells you that this contract is subject to the results of our survey of your home and also Section 3 which tells you when this contract is formed – until you have accepted our quote and signed the order form, neither of us will be under any obligation to the other and you are free to withdraw at any time. This does not affect your rights of cancellation after we have accepted your signed order as set out in the Section headed **Right to cancel** below.

PLEASE READ, AND ENSURE THAT YOU UNDERSTAND, ALL OF THESE TERMS AND THE ORDER FORM CAREFULLY BEFORE PROCEEDING. IF THERE IS ANY TERM THAT YOU DO NOT UNDERSTAND OR DO NOT WISH TO AGREE TO, THEN PLEASE DISCUSS IT WITH A REPRESENTATIVE OF SIMPLY WARMER. BY PLACING AN ORDER YOU AGREE TO BE BOUND BY THESE TERMS.

Right to cancel

You will have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire 14 days from the day on which you acquire physical possession of the System.

If you would like us to begin the Installation within this cancellation period you must EXPRESSLY REQUEST US TO DO SO, EITHER BY EMAIL, LETTER OR BY TICKING THE RELEVANT BOX where indicated in the order form. If you do request us to start and then choose to cancel after Installation has started, you will be under an obligation to pay for the reasonable costs incurred by us in carrying out the Installation until the time at which you send us your Notice of Cancellation. Whilst you still have the right to cancel for up to 14 days after we have delivered the System to you and started installation by shutting down and removing your existing system, you should carefully consider this contract including these terms and whether you wish to go ahead before then. Once we have started work, additional costs will be incurred which we can deduct from any sums repayable to you under these cancellation provisions. If you have any concerns about how you should proceed, please contact our customer service number below.

How to cancel

To exercise the right to cancel, you must inform us of your decision to cancel your agreement by a clear statement (e.g. a letter sent by post to the address below, fax or e mail). You may use the model cancellation form provided, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

If you cancel this contract we will reimburse to you all payments received from you, but if you cancel after we have delivered and started installing the System, we will have to remove the System from your premises (but only those parts of the System which in our view are capable of being removed and collected) and you will have to pay for the costs of installation, which we may deduct from any reimbursement made to you. We may not be able to return to you any parts of your old system that have been removed as part of the Installation.

Reimbursement

We will make reimbursement without undue delay, and not later than:

- (a) 14 days after we have collected from you those parts of the System which have been delivered and can be removed,
- (b) If you cancel before Installation, 14 days after the day on which we are informed about your decision to cancel.

We will make reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement (although your reimbursement may be subject to deductions for the cost of Installation if you have expressly requested that this take place before the cancellation period has expired as set out in the **Right to cancel** section above).

Exceptions to the right to cancel

You will not have the right as set out above to cancel your agreement if the System is made to your specifications or is clearly personalised.

These cancellation rights are separate from your right to withdraw from any credit agreement taken out in connection with the supply of the System and Installation, details of which will be contained in your credit agreement. If you withdraw from your credit agreement, that will not bring this contract with us to an end unless you also cancel this contract in accordance with the terms of this Section.

Other Terms – IMPORTANT YOU SHOULD READ

1. Personal information

- 1.1. You will need to open an account with us to order our System and Installation. To do so, you will need to provide us with certain information about yourself (such as name, address, telephone number, email address). All information you provide must be true and accurate. We may carry out certain identity, credit and fraud checks, including validating the personal information you give us. We use third party databases to do so. We reserve the right to change our checks from time to time.
- 1.2. We may decline or cancel an order or require additional information at any time if we are not satisfied with the information provided or the results of our checks.

2. Quote

- 2.1. We will need to conduct a survey at the property to obtain accurate specifications before we can provide a quote. We will arrange a suitable appointment with you as soon as possible. We will need access to your property to conduct this survey and we reserve the right to decline to perform the Services on the basis of the results.
 - 2.2. We will give you a written quote after conducting the survey. Our quote will be valid for 30 days after we have submitted it to you.
 - 2.3. We will not be responsible for replacing any radiators unless specifically included in the quote.
 - 2.4. The price quoted shall include the removal of all redundant materials (such as your old boiler and heating system parts) from the property unless you request us not to. As part of our survey, we will highlight if we believe there may be asbestos in the property which would affect the Installation. If so, our quote will include a price for testing and removing any asbestos that we find (please note that we will only remove asbestos affected by the installation works and not all asbestos which may be within your property). We will also quote for removing any other dangerous materials.
3. When is the contract formed?
- 3.1. A contract between you and us is formed when you accept the quote by either: i) signing the order form in our presence during our visit; or ii) telephoning us to confirm acceptance of the quote and our terms by placing an order.

4. Installation Services

- 4.1. Installation takes approximately two to three days to complete depending on the System to be installed, and includes an initial quality inspection ("First Quality Inspection").
- 4.2. Our engineers can only connect new gas appliances to safe and fully functioning gas supplies, so we will need to conduct a gas soundness test on the first day of Installation. If any leak or defect is discovered, we cannot carry out the Installation unless you ask us to make the supply safe. This would be subject to an additional charge which we would agree with you in advance. Before agreement of this additional charge, you will have the right to consider whether you wish to proceed with the contract. If you are unwilling to pay this additional charge, you will have the right to cancel the contract without liability within 7 business days (business days being the days and times referred to in paragraph 4.4 below) of being notified of the additional charge and you will be refunded any payments made by you under this contract. We will provide you with our proposed dates for delivering the System and performing the Installation as soon as possible. We aim to perform the Installation on the dates we give you but this may not always be possible due to factors beyond our control. If there is a delay, we will try to contact you as soon as possible to arrange a new date.
- 4.3. If the supply of our System or Installation is delayed for 30 days or more and it is not your fault, you may cancel the contract and we will refund any payments that you have made.
- 4.4. All Installations shall be carried out between 9.00am to 5.00pm, Monday to Friday. Sometimes we may need to do work outside of these times but we are not obliged to do so. If you specifically request that we do, we may charge an additional amount but would agree this with you beforehand.

5. Your obligations

- 5.1. You must give us access to the property at all reasonable times during the period in which we provide the Services. You may choose to leave our installers unaccompanied at the property but you acknowledge that we accept no liability for any loss or damage that occurs whilst you are not present except in relation to the System or Services we provide or unless it is the fault of our installers.

5.2. In order to complete the Services, we will also need free access to water, gas and electricity supplies. We will check that there is a suitable gas supply and gas meter at the property during our initial survey. However, you must let us know if there are any changes to any element of your heating system, gas supply or gas meter or if any fault has arisen in respect of the same between the survey and installation. If any changes have occurred, we may need to carry out another survey before we can start the Installation. If these changes cause an increase in our cost of providing the Services this may be subject to an additional charge which we would agree with you in advance. Before agreement of this additional charge, you will have the right to consider whether you wish to proceed with the contract. If you are unwilling to pay this additional charge, you will have the right to cancel the contract without liability within 7 business days (business days being the days and times referred to in paragraph 4.4 above) of being notified of the additional charge and you will be refunded any payments made by you under this contract.

5.3. You must be present for the First Quality Inspection on the final day of Installation in order to sign a works completion form.

6. Payment & Late Payments

6.1. The total cost of supplying the System and providing the Installation will be set out on your order form in accordance with the quote provided to you. All prices include VAT.

6.2. If you have entered into a separate credit agreement relating to the System and Installation, you must ensure that you meet the payment terms set out in that agreement.

6.3. If you have not entered into a credit agreement relating to the System and Installation, you must pay any deposit monies set out in the order form before we will commence the Installation. Payment of the remaining balance must then be made prior to completion of the Installation. Please note that you will not receive the Warranty referred to in Section 7 until the purchase price for the System and Installation has been paid in full.

6.4. Details of how you can make payment to us are set out in the order form, and can also be obtained from us on request.

6.5. We will retain ownership in the System we have installed until full payment has been received and we reserve the right to take action to remove the System if payment is not received when due, but we will only do so after taking court action against you for this purpose.

7. Warranty

7.1. We aim that the Installation is, and the System is, and continues to be, fit for purpose, functioning correctly without fault and operating in accordance with the manufacturer's required technical specification. If it is not, as long as the conditions set out in this Section 7 are complied with by you, you operate the System in accordance with any operating conditions set out in any instructions given to you, and any faults covered by this Section occur within the period referred to in Paragraph 7.2 below we will arrange for any necessary repairs to correct those faults to be carried out as set out in this Section ("Warranty").

7.2. The First Quality Inspection which is referred to in Paragraph 5.1 above will confirm that the System meets the conditions set out in Paragraph 7.1 above. The period referred to in paragraph 7.1 above will then be ten years for the boiler, but one year for the remaining parts of the System and any faults arising from our Installation of it. These periods start from the date of our First Quality Inspection (as referred to in Paragraph 5.1 above). You must notify us using the details in Section 11 as soon as possible after you become aware that the System, or boiler, may have developed a fault or may be faulty. You must ensure that you have your Benchmark log book available for inspection.

7.3. This Warranty shall only apply, if, once a year, and within 14 days of the end of each year (counting from the date of your First Quality Inspection or the anniversary of that First Quality Inspection), an annual service inspection ("Annual Service Inspection") is carried out either by us, or another Gas Safe registered engineer, and each Annual Service Inspection is properly documented in your Benchmark log book. The purpose of the Annual Service Inspection is to ensure that the boiler is being used and treated properly by you in accordance with the instructions given to you for its operation and to identify any faults that might need attention in accordance with this warranty. We can carry out Annual Service Inspections for you subject to separate terms and conditions. Please contact Customer Services below who can discuss this with you. If you cannot arrange for your Annual Service Inspection to take place within 14 days after the end of each year, you should contact us and we may, but are not obliged to, agree to extend this period.

7.4. This Warranty does not cover consequential damage to the System as a result of contaminated water, subsidence, flood, fire or structural damage to the property however it arises, or where the System has been damaged (whether accidentally or otherwise), or tampered with by anyone who is not a Gas Safe Engineer. This Warranty is only valid in the UK and, where no credit agreement has been entered into, you must have paid for the System and Installation in full. In no circumstances will the Warranty be extended as a result of parts being replaced or repaired.

7.5. Where this Warranty applies, if the System, or boiler, as the case may be, are faulty and do not meet the quality requirements set out in Paragraph 7.1 above within the relevant period referred to in Paragraph 7.2 above, we will either, as we deem appropriate in order to recover and/or maintain such quality, (a) repair any fault; or (b) replace any parts that are faulty.

7.6. This Warranty is in addition to your legal rights in relation to goods that are defective, faulty or not as described or services that are performed poorly. Advice about your legal rights is available from your local Citizens Advice Bureau or Trading Standards office.

7.7. Our obligations in respect of this Warranty are subject to the terms of Section 8 below.

8. Liability

8.1. We will take care in providing the Installation and in repairing any necessary damage caused in the process. We will try to use materials which match your existing materials in repairing any damage, but we may not always be able to do so. There may be some damage as a result of providing the Installation, such as damage to plaster, decorations, flooring etc. but we will not be liable for such damage except where caused by our or our installer's failure to carry out the Installation as agreed by this contract or to act with the required level of care and skill. You should expect that some re-decoration may be required after the Installation has been completed and this will be your responsibility and at your own cost.

8.2. Our installers may need to access underneath your flooring in order to carry out the Installation. It is your responsibility to ensure that any laminate flooring, tiles, carpets or other floor coverings are removed to allow access for the Installation to be carried out. If you authorise us to do this for you, we will not be responsible for any damage or loss caused except where caused by our, our installer's, failure to carry out the Installation as agreed by this contract or to act with the required level of care and skill.

8.3. Combination boilers often cause a reduction in hot water flow rates. This is not a fault and we will not be liable for this following the installation of a combination boiler.

8.4. We are unable to guarantee that our System will be compatible with your shower, as there are hundreds of models available, and we are not experts in every different type of shower. We advise you to check with your shower manufacturer directly.

9. Credit Agreement

9.1. If you enter a credit agreement in relation to this contract, the terms of the credit agreement will form a separate contract between you and the credit provider. If you choose to cancel this contract, the credit agreement will automatically cancel.

10. General

10.1. We reserve the right to sub-contract all or any part of our Services to third parties. References in these terms to "our installers" includes our sub-contractors or their employees. We shall remain liable for the actions of our sub-contractors, or their employees, at all times.

10.2. Neither we nor you will be responsible if we are unable to perform our obligations under the contract due to events which are genuinely beyond your or our reasonable control.

10.3. Nothing under the contract shall give rights to any person who is not a party to it.

10.4. We revise our terms from time to time. You will be subject to the most recent version of these terms brought to your attention before your contract is formed with us.

10.5. As far as is possible, all aspects of the contract formed shall be governed by the laws of England and Wales. In some circumstances, the laws where you live may apply.

11. Customer Services

11.1. If you have any queries or complaints, please contact our Customer Services team on 0808 178 1078 between the hours of 8.00am to 5.00pm Monday to Friday.

11.2. Alternatively, please write to us at the address below or send us an e-mail to enquiries@simplywarmer.co.uk. Please ensure that you set out your name and address and we will try to respond to you as soon as possible.

12. Information about us

12.1. Simply Warmer is a trading name of Warmer Energy Services Limited. We are a private limited company in the UK. Our registered company number is 04267794 and our registered address is Unit B2 Senator Point, South Boundary Road, Knowsley Industrial Estate, Liverpool, L33 7RR.

12.2. We are members of the Gas Safe Register and are subject to the Gas Safe code of conduct, more details about which are available here: <http://www.gassaferegister.co.uk/default.aspx>.

12.3. We are voluntary members of NICEIC (a UK voluntary regulatory body for the electrical contracting industry, details about which are available here: <http://www.niceic.com>) and are approved under the Government Trustmark scheme.

12.4. We hold professional indemnity insurance in the United Kingdom, Northern Ireland, Isle of Man and Channel Islands. The contact details of our insurer are: Towergate Underwriting Financial Risks, 77 Leadenhall Street, London, EC3A 3DE. Tel: 0870 410 0952.

13. Complaints

13.1. Whilst we would always encourage you to raise any complaints with us, the Gas Safe Register offers an independent complaints mechanism in relation to disputes about gas work carried out by registered businesses, details of which can be found at: www.gassaferegister.co.uk/help/make_a_complaint.aspx.

13.2. The NICEIC also offer an independent complaints mechanism which you can use, details of which can be found at: www.niceic.com/householder/benefits.

13.3. Where you enter into a credit agreement in relation to the goods and services, and you have a complaint about our introduction of you to the credit provider, you can contact the Financial Ombudsman Service, details of which can be found at: <http://financial-ombudsman.org.uk/>.