Installation Terms & Conditions

The terms and conditions set out below, detail our obligations to you, and your obligations to us.

If there is any point that we can clarify for you, please do not hesitate to contact us.

1. The Quotation

The quotation we have given you is valid for 14 days from the date of issue. To confirm your order with us, you are required to sign the quotation via our electronic online acceptance system.

No contract will be in place until we confirm the order with you. The order will be confirmed to you, by telephone, when we call you to arrange an agreed start date for the installation. **At which point a contract between us will be in place.**

The quotation documents all the goods and services we propose to supply, along with the total price for these goods and services including VAT.

We will discuss with you and provide you with information as to the location of key components.

We will advise you on approvals and permissions that may be required for the work; however, it will be your responsibility to ensure that such approvals and permissions are in place.

If there are additional payments that you may have to make, such as planning costs or if you need to consult a Structural Engineer, we will offer assistance and advice, but you will be responsible for these costs.

If there is a particular service, or item of equipment that would normally be considered as part of the installation, and you have requested that this not be included, then we will document this on a new quotation and re issue this to you.

Please take time to acquaint yourself with these terms and conditions. If there is anything you do not understand, or if you require clarification on any point, please contact us.

2. The Cooling Off Period

Should you decide, within seven working days of accepting the quotation that you do not wish to proceed you may do so. Any advance payments we may have taken from you will be returned in full. You should put your wish to cancel in writing, via email, or by letter, using the contact detail supplied on the quotation.

If you decide to make changes to any planned work after you have signed the quotation you should contact us without delay. If you decide on the changes within the “Cooling Off” period, we will issue you with a new quotation. Should you decide to proceed you will have a further seven working days “Cooling Off” period following the signing of the new quotation.

If you make changes to any planned work after your “Cooling Off” period has expired, we will try to accommodate those changes. If these changes are made before we begin the installation process, we will produce a new quotation. If you decide to accept this quotation a new seven working day “Cooling Off” period would apply. If, however you decided to cancel this new contract between us, then any reasonable expenses we had incurred from the original contract would need to be paid to us.

You may also cancel this contract if there is an unreasonable delay in the installation being carried out, if this has not been caused by you. You would also be entitled to a full refund if that delay has been caused by something outside of our direct control but not caused by you.

Should your situation mean that the agreed works are carried out **within 7 days** of signing this contract, the cooling off period does not apply **(i.e. – An emergency boiler change!)**

3. Timetable for Works

Our sales team will discuss a timetable with you, when you accept our quotation. We will have agreed with you a timetable for carrying out the installation. Our booking team will then confirm this timetable with you when they contact you to confirm the booking of the installation. By accepting our quotation, you are confirming that you agree with this timetable.

There can be occasions that this timetable may need to be varied, due to, for example, poor weather or unavailability of goods and services. We will inform you of any delay we become aware of at the earliest possible opportunity. We would then arrange a new mutually agreeable timetable.

Should the delay be caused by us, or by our suppliers, and that delay could be considered as severe by a reasonable person, you would be entitled to cancel this contract without penalty to you.

Should the delay be caused by you, we will attempt to accommodate that delay without cost to you. However, if the delay incurs us in extra costs, for example scaffolding or other externally supplied services, we will require that you cover these costs.

4. The Installation

The installation will be carried out strictly in line with the current regulations, relevant to the technology, and to any document referred to within current standards and/or the manufacturers instructions.

The goods we supply will be of merchantable quality and fit for the purpose. They will operate as we have described to you.

We will have insurances in place which will cover any loss or damage caused by us or our agents.

You will be required to supply to us normal services free of charge; this would include toilet, washing, water facilities and electricity. You should also ensure we have safe and easy access to the installation area.

Any work to prepare for the installation, carried out by you or a third party that you employ, should be carried out in line with the agreed start date for the installation. If this work has not been completed, and a consequent delay is caused, you may be liable for any costs incurred by us for such a delay.

The work we carry out will be carried out by personnel trained in each of the tasks they are assigned.

You will be given warranties for both the installation itself and for the installed goods. The terms of these warranties will be given to you in writing and we will explain them to you verbally.

5. **Deposits, Advance Payments and Goods Purchased with Deposits and Advance Payments.**

If we have requested a deposit, then this deposit will not exceed 50% of the total contract price set out in the quotation. Should you decide to cancel this contract, within the seven working days cooling off period, then this deposit will be returned to you promptly.

If we have requested advance payments in addition to a deposit, the total of all advance payments and deposits will not exceed 50% of the total contract price.

If we have requested a deposit before a full technical assessment of your property has been made, and we are unable to proceed because of something discovered during that technical inspection, then any deposits or advance payments will be returned.

When we purchase goods for use under the legal title to those goods, or the proportion of which you have paid us for, will pass to you. We will either deliver them to you or we will store them for you and mark them as your property. They will be kept separate from other goods. We will ensure that these goods are insured until they are delivered to you. You may make arrangements to inspect the goods or to remove them from our premises if you wish.

6. **Goods Belonging to Us**

Any goods belonging to us that have been delivered to you should remain clearly identifiable as our property. Until the title to the goods is transferred to you the goods should be stored in such a way as they are protected from damage. They should be kept in their original packaging. Should you fear for the safety of the goods in any way, or you feel that the goods are causing any form of hazard, you should contact us.

Should you terminate the contract for any reason, you must allow us access to remove any goods belonging to us from your property. If you own a proportion of those goods, we will refund to you the proportion that you have paid. This amount may be reduced by any reasonable costs we may have incurred.

7. **Changes to the Planned Work**

If you wish to make changes during the installation itself, we will try to accommodate these changes, if they are technically possible. We will discuss the costs of these changes with you and will provide you with a variation quotation, if we are able to carry out the work you require.

There can be occasions when we come across unexpected work. Should this arise, we will discuss this with you. If it is an area of work in which we are competent to operate, we will issue you with a quotation to complete that work. We will have documented on that quotation the normal rate for the work of our installers. If the work is outside our area of competence, we will assist you in finding a suitably qualified contractor to carry out the work. If this unexpected work causes a delay in the installation process, we may need to make reasonable charges for this delay.

8. **Late Payment**

By signing the quotation, you agree to make the payments as detailed on the quotation as they become due. The final payment will be due on completion of the installation. If you fail to make any agreed payment, we may cease work. If you fail to pay the amount specified in an invoice sent to you by the agreed due date, then we reserve the right to charge you interest until you pay the amount due. The interest rate we will charge will be 3% above the Bank of England base rate.

It is not permissible under this contract to withhold any more than a proportionate amount of the outstanding balance for any alleged defect. If you do withhold any amount after a payment has become due, you should give us notice in writing of your intention before the final date on which payment is due. You should also, with that notice, state the reasons for withholding payment.

If we intend to cease work, we will give you notice of this in writing.

If you are in breach of the contract, because you have not made a payment that was due to us and we have ceased work, you may have to compensate us for any additional costs we have incurred.

Dependent on the circumstances, we may require that the goods are returned to us. If necessary, we will take legal proceedings to recover the goods or/and any outstanding amounts due to us.

9. Cancellation of the Contract

Your rights under the contract:

You can cancel the contract between us by informing us in writing within seven working days of this quotation being signed.

If you cancel this contract outside the “Cooling Off” period, you may have to pay to us reasonable costs for any for any losses we may have incurred. We will attempt to keep these costs to a minimum. If you have paid us a deposit or any advance payments, we may retain all or part of these payments as a contribution.

You will be entitled to cancel the contract if there is a serious delay in our ability to carry out the agreed work that is outside of your control, but within our control. You will be entitled to a full refund.

If we are in serious breach of our obligations as detailed in these terms & conditions then you will be entitled to cancel the contract, request a repair or replacement, or you may be entitled to request compensation.

You can only recourse to these actions if the goods or services are incorrectly described or not fit for purpose. You will not be entitled to seek these remedies if you have changed your mind about the goods and services agreed to.

Our rights under the contract:

If, within 14 days of us informing you in writing of a serious breach of your obligations to us you have failed to rectify this breach, we will have the right to cancel the contract between us.

Should we suffer any losses due to a breach of the contract between us then we will be entitled to reasonable compensation to cover these losses. We are required to attempt to keep all losses to a minimum.

10. Conciliation and Arbitration

If we are in dispute on any issue where we cannot come to an agreement, then we can refer the matter to conciliation. If you wish to go to conciliation, we are obliged to agree.

A suitably qualified expert will be appointed to consider the dispute. This expert will make recommendations to resolve the dispute.

These recommendations are not binding on either party. If you do not agree with the findings, you can refer the matter to the Independent Arbitration Service. If you decide to follow this route, you will be required to pay a fee equivalent to the county court small claims procedure fee. You will have this fee refunded if the arbiter finds in your favour.

An award made under the independent arbitration service will be final and legally binding. Either party may only challenge the award on certain limited grounds under the Arbitration Act 1996.