

Glow

Heating Services

Boiler & Central Heating Installations Terms & Conditions



Terms and Conditions

Here at Glow Heating Services Ltd we aim to make everything as easy and straight forward as we can.

Our terms and conditions are set out below and we've tried to simplify them as much as we can to make them nice and clear. If you would like any help or more information, please get in touch with our one of our team at admin@glowheatingservices.co.uk.

Background Information

In these Terms & Conditions Glow Heating Services (a company registered in England & Wales with company number 12512617) will be referred to as 'the Company' and the person ordering the product will be referred to as 'the customer'.

1. All the terms of the contract between the customer and the Company are contained in this document and written specifications provided to the customer by the Company on the website. No variation of the terms shall bind either party unless such variation is made in writing and signed by the party to be bound.
2. Any concession, latitude or waiver allowed by the Company at any time shall be without prejudice to their strict and full rights under this contract and shall not prevent the Company subsequently exercising such rights.
3. We try to keep information on the website and in marketing materials relevant and up to date. However, such information should be used as a guide only because products and services are frequently updated and changed.
4. Any reviews or comments made by members of the public on this website are their opinions only and do not form any part of the specification or advice given by the Company about products or services we supply.
5. Pictures, text, videos and other material contained on the Company's website(s) and literature are subject to copyright restrictions and must not be copied or reproduced without the written consent of the Company.
6. Trademarks and other intellectual property of the Company are protected and not to be replicated or reproduced.
7. The Company is registered with the Information Commissioner's Office and treats all information supplied by customers as confidential and will only pass on such information as is required to fulfil the obligations set out in this contract and Law.
8. The Company is registered with the Financial Conduct Authority and may introduce you to third party finance providers if this is your preferred option of payment.

Communication

1. All communication between the customer and the Company will be by email or by telephone. The customer's email address or telephone number used by the Company will be the same one supplied by the customer during the ordering process. Any telephone communication will be followed up in writing by an email within 48 hours.
2. When the customer places an order with the Company via the website, the Company will send the customer an email acknowledging the order and stating:
 - i. details of what the customer has agreed to purchase.
 - ii. the total cost.
 - iii. arrangements for delivery.
 - iv. the minimum duration of any contract and arrangements for terminating the contract.
 - v. how and when the customer can cancel an order
 - vi. an address where complaints can be sent.
 - vii. any guarantees or after-sales services the Company offer.
 - viii. conditions for terminating contracts.

Delivery of goods

1. The Company works hard to ensure the delivery of goods happens on time and with clear correspondence in advance. Notwithstanding this, the customer accepts that sometimes delivery issues occur, and this does not give automatic cause for cancellation.
2. The customer is responsible for notifying the Company of any local restrictions that could impact the delivery of goods, for example local parking restrictions, steep stair climbs, stair climbs longer than 20 steps, on foot carrying distances greater than 30 meters.
3. The customer agrees to have someone present at the property for when goods are scheduled to be delivered if this is not at the time of installation.
4. The customer is responsible for keeping any equipment secure and dry once delivered. If equipment is damaged, removed or packaging opened then the customer will be liable for any

costs or losses incurred by both themselves and the Company.

Inspection of the site

1. Once an order is placed with the Company, there is an opportunity for the customer to send photos to the Company. We may also request photos based on the information provided by the customer. By viewing the photos in advance, the Company can discuss any technical aspects of the installation prior to the engineer attending; this makes the installation process run as smoothly as possible ensuring the right boiler and materials are delivered to enable a suitable installation.
2. The customer agrees that any photos supplied during or after the ordering process are true and accurate images of what the engineer will see at the installation site.
3. If, upon physical inspection of the site, it is determined that equipment ordered is unsuitable or technically not possible to install as ordered, then the Company will inform the customer of why the installation cannot go ahead as ordered and discuss alternative options including any delay to installation or costs that may be incurred. If the customer declines the alternatives offered, or if no alternatives can be offered, then the Company will give a full refund to the customer and remove any materials that may have already been delivered to site.
4. In exceptional cases where the Company determines an installation cannot take place, the Company reserves the right to decline any order at any time. Should the Company decline an order, no damages or expenses of any kind shall be payable by the Company to the customer beyond the refund of any money already paid in relation to the contract.
5. If, upon physical inspection of the site, it is determined that more equipment or a significant amount of extra work is required, then the Company will inform the customer of any increase in costs prior to these costs being incurred. The customer will also be informed of any delay to installation that may be incurred. If the customer declines any extra equipment or work required to facilitate the installation work, the company reserve the right to withhold a fair and reasonable amount of the deposit for the incurrence of costs.
6. The Company reserves the right to decline any order at any time up until completion. Should the Company decline an order, no damages or expenses of any kind whatsoever shall be payable

by the Company to the customer beyond the refund of any money already paid in relation to the contract.

7. Any changes in materials and/or specifications from those detailed in the contract, will only apply when supported by an Amendment to Order document issued by the Company, which must be approved by the customer (this approval may be carried out either by physical documentation or by email).
8. Whilst every effort is made to ensure the delivery and installation timescales agreed during the ordering process are met, the Company reserves the right to delay installation for reasons including (for example) fires, strikes, illness, severe weather, lockouts, terrorism, war and any other causes beyond the control of the Company interfering with its execution or completion of the contract. Time shall not be deemed to be the essence of the Contract.
9. [Abnormal boiler flues]. If the flue length required to install a boiler is longer than 3m, the Company reserve the option to pass on to the customer costs associated with extra flue parts required. This will be clearly discussed prior to any installation commencing. None of the boilers supplied by the Company work with twin flue options, if the customer's existing boiler has two flue pipes (ie one for air intake, the other for exhaust) then the customer should call the Company before placing their order to discuss suitable options. If the customer's boiler is in the middle of the house and the flue goes out of the wall, please call the company before placing your order as this is an abnormal flue.

Carrying out installation work

1. The customer will need to provide free access to and from the installation property (both internal and external access will likely be required) on the agreed dates so that we can deliver and install equipment. You must also provide free access to water, gas and electricity (where applicable) for installing and testing your new equipment.
2. It is the responsibility of the customer to ensure there is adequate vehicle parking for the engineer to park their van within 25 meters of the entrance to the property. Any charges for parking are to be paid by the customer. If a permit for parking is required, it is the responsibility of the customer to organise the permit or notify the Company of the restriction at least two working days before the engineer/delivery is due to arrive (or at the time of ordering, whichever

- is sooner).
3. During the fulfilment of this contract, the customer agrees to provide a safe and respectful workplace for any persons attending the installation address. Persons attending a property to carry out work connected with this contract will leave the property if rude, abusive or unsafe conditions are encountered. If this happens, it will be at the sole discretion of the Company if a reattendance is arranged and what the charge for such a reattendance will be. In any event, no refund will be due from the Company to the customer if the site is vacated for reasons of safety, abuse or general rudeness.
 4. [Boilers in commercial premises] The website glowheatingservices.co.uk is designed only for domestic boilers in domestic properties. If the Customer is looking to have a new boiler installed in commercial premises, then Glow Heating Services Ltd may be unable to do this work as the products/installer may not be suitable for the work required. Commercial premises require specifically qualified engineers and different rules regarding infrastructure. If your gas meter can supply more than 6 cubic meters of gas per hour, then you should contact Glow Heating Services before placing your order as again different qualifications and rules may apply.
 5. Prior to any attendance by the Company, it is the customer's responsibility to secure any permissions, licences or permits that may be required to authorise the work. Examples of such permit could be a listed building consent, landlord consent or freeholder agreement.
 6. Existing pipework, valves, radiators and other equipment should all be in working order. If they have been poorly installed or have become faulty any such failure or consequential damage is in no way the responsibility of the company (irrespective of if an engineer working on behalf of the Company has touched them or not).
 7. The Company will always try to complete work before 6pm on the day of installation but may on occasion need to use a reasonable amount of overtime to achieve completion. It is a condition of this contract that your approval to such overtime is granted, although we will endeavour to minimise any disruption or inconvenience.
 8. Due to the Company's policy of continuous improvement, the customer shall have the benefit of any modification the Company may make to its products and procedures, albeit these changes may be made without prior notice to the customer. All illustrations within the company's website (and any advertising, marketing material or literature) and that of its suppliers are subsequently intended as a guide only.
 9. Whilst all reasonable care will be taken by the Company, it accepts no liability for any damage to existing plaster work, decorations, flooring etc which may be consequent upon the carrying out of the work detailed. Cuts or holes made to allow for equipment will normally be made good but not permanently finished or re-decorated. Floor boards will be reinstated or replaced where necessary but special and/or laminated floors cannot be permanently re-fixed. Any carpets which are lifted will be re-laid to the best of our operative's ability, however, we cannot be held responsible for carpets which have been nailed or glued down. It should be anticipated that an amount of redecoration may be required, this will be the customer's responsibility and is not included in the price.
 10. The customer understands that during/after any plumbing work carried out by the Company there could be changes in the water pressure in existing plumbing. Whilst the Company will exercise reasonable care in visually assessing the suitability of existing systems/pipework for any likely changes in pressure, the Company will not be liable for any damage caused to existing plumbing installations or any consequential damage caused by the failure or incompatibility of existing pipework, taps, valves, showers, other fittings or any appliances.
 11. [Boilers & Showers] You should be aware that due to the wide variety of showers available in the marketplace it is not possible for the Company to determine if a shower and your boiler will be compatible. The Company will not be liable if your existing shower/boiler is not compatible for any reason with a new shower/boiler.
 12. Whilst engineers working on behalf of the Company will take reasonable care not to damage wiring, plumbing and other services at your property, the Company cannot be held responsible for any consequential damage caused to existing services/ installations that are not clearly visible.
 13. The Company will not be liable for any damage to your home which is caused as a direct result of structural defects or weaknesses at the installation address whether they are visible or not. If you are unsure of the structural integrity of your building, you should engage an appropriately qualified structural surveyor prior to any attendance the Company may arrange in connection with the contract.

14. Products and building materials can vary in colour, texture and general appearance. The Company accepts no liability for any materials used during the installation process having variations in colour, texture and general appearance. When matching materials (such as bricks and tiles) to existing materials which are part of the house, a close match is often not possible due to older products becoming obsolete and the effects of weathering over time. In summary, the Company accepts no liability for any materials introduced to the property matching any existing materials and explicitly states variations in colour, texture and general appearance are likely and will be accepted by the customer. The customer agrees to make available their own materials, at their expense, at the time of the work taking place if they would like a specific material (such as a matching brick) to be used.
15. When adding new equipment to your house, our engineer will need to inspect existing relevant infrastructure to ensure it meets current regulatory standards and is of suitable performance. Should your existing infrastructure fail to meet relevant standards/capacity then we will give you the options to bring the infrastructure up to a standard which allows new equipment to be connected. At this point you may cancel your order for a full refund. If you do not wish to authorise the required additional work(s) but still wish the new equipment to be installed, we will leave the equipment for final connection by others and will not be able to commission the equipment. In such circumstances the customer is still liable to make payment in full as if the installation had been completed.
16. [Boilers being fitted in loft space] Where a boiler is to be fitted in a loft space, access to the loft must be via a fixed loft ladder. From the top of the fixed ladder the loft must have a suitably boarded walk way to the boiler location. At the boiler location, at least 1 m² of suitable boarding must be in place under the boiler. Permanent lighting should also be present. If the boiler is within 2 meters of the loft hatch, the hatch will need to be able to be sealed off whilst an engineer works in the loft.
17. The engineer will take pictures of your installed equipment and relevant infrastructure for the Company's auditing process and for our own records. The engineer may also attend with other people including managers, supervisors, trainees or apprentices. From time to time the Company may use pictures of installed equipment for marketing purposes.
18. During installation, our health and safety plan requires the engineer to have access to working communication devices. If for any reason the engineer is unable to get mobile phone reception, the house holder agrees to make available to the engineer access to their telephone and internet connection for no charge.
19. Upon completion of all physical works at the property, the customer (or their representative) may inspect the work before the engineer departs. Once the Company's appointed engineer is satisfied that the work is complete and the customer (or their representative) has been given the opportunity to inspect, then all works required to fulfil the contract are deemed to have been completed.
20. When installing new equipment other trades may be required to complete the work. For example, an electrician may be required to wire controls to a new boiler. In such circumstances, the company will endeavour to leave the equipment working until another engineer can attend and perfect the installation at a time convenient with the customer.
21. Sometimes things do not go to plan with the installation of new equipment. The customer agrees to give the Company and its engineers reasonable opportunities to put things right by providing access to the installation address and time to remedy any faults or problems. In addition to this, the customer undertakes to minimise or avoid any losses it may suffer as a result of the actions (or non-actions) of the Company or the appointed engineer.
22. New equipment can sometimes not function correctly once first installed (for example a part may have become dislodged internally during transit). The Company works proactively with both customers and product manufacturers/suppliers in such circumstances to rectify the issue as quickly as possible. Sometimes faulty equipment needs refitting which can cause significant delays and inconvenience; the Company will do all that it reasonably can to minimise disruption to the household.
23. If something within the customer's responsibilities/control (such as removal of asbestos or improving existing infrastructure) prevents delivery and/or installation of any goods/services ordered for more than 12 months after the order was placed with the Company, then the Company will be deemed to have performed the contract in full and entitled to retain all monies paid to date without deduction or refund in full or in part without the supply of any further goods/services.

24. The Company are not liable for any loss of profit, loss of business, business interruption or business opportunity under any circumstances.
25. Included as part of our fixed pricing is provision to access any external parts of a property where work is to be carried out providing it can be reached using a set of extension ladders (7m length) and a roof ladder (7m length). If access is required to the property exterior which is awkward to access safely using this regular equipment, then scaffolding or other access platforms/equipment may be required. The customer accepts that the Company cannot jeopardise the safety of engineers attending, and suitable access equipment may be required for which the customer will pay directly for or will reimburse the Company. The Company will discuss the cost of any access equipment required prior to starting installation work. The Customer may cancel and receive a full refund if they do not wish to pay for any access equipment that may be required.

Finance and Payments

1. On acceptance of the quote a deposit of 10% is due immediately. This payment from the customer to the Company is required prior to delivery and/ or installation of goods. Payment is only deemed to have been received once the funds are showing in the Company's bank account as cleared funds. If the customer instigates an attempt to clawback payments (for example requesting a credit card chargeback) then the Company can pass on any costs and/or losses associated with dealing with and defending such action.
2. Upon completion of the work, a final invoice will be issued by the Company to the customer. The payment of the invoice is due within 7 days of completion of works. Whilst any money is outstanding, the Company is entitled to delay or defer any or all work without any penalty due from the Company to the customer whatsoever.
3. All goods supplied remain the property of the Company even though installed, by way of a lien, until fully paid for and the Company reserves the right of re-entry to remove any such goods whether fixed or otherwise, which remain unpaid for.
4. All the prices displayed by the Company include VAT unless otherwise stated. Delivery and other service charges will be confirmed on screen during the specification and purchase process. After the point a customer completes an order to the Company, the price should not change even if the

5. applicable VAT rate does.
5. In the event of suspension or cancellation of the work at the request of the customer, or lack of instructions or delay on site caused by matters beyond the control of the Company, any extra expenses thereby incurred or losses suffered by the Company shall be chargeable to the customer along with a reasonable addition for administration and overhead costs. This condition shall not be construed as to affect any statutory or common law rights of the customer.
6. The Company reserves the right at its sole discretion to accept or refuse any order placed by the customer until the appointed engineer has inspected the site and accepted the order.
7. The customer is responsible for disposing of any packaging. Debris will be removed from site as part of the contract price, but this does not include the removal of any dangerous/hazardous waste material such as asbestos which we become aware of before or during the installation. It is the responsibility of the customer to arrange for the safe removal and disposal from site at their own expense and to provide the Company with a Clean Air Certificate as proof this work has been completed.
8. If the customer would like to keep any old equipment or material that will be removed as part of any installation work ordered, they must let the appointed engineer know on the day of install. If requested by the customer, the Company will organise a skip for removal of all materials at cost price.
9. [Converting to a combination boiler] Any water storage tanks in the loft which are decommissioned as part of the work will be left in place unless the engineer is requested to remove them whilst on site.
10. Party Wall Act; it is the responsibility of the customer to undertake a party wall agreement with any neighbouring properties where required in advance of the Company attending site to carry out work.
11. Under Construction (Design and Management) Regulations 2015 the Company needs to ensure operatives working on the site have access to welfare facilities including; a toilet, washing facilities, drinking water and facilities for rest in a warm indoor area. To reduce costs, the customer agrees to provide access to these facilities within the existing property for workers to use in a clean and respectful way. If the customer would like the Company to make alternative arrangements to comply with these CDM Regulations, they will notify the Company at least 14 days before any onsite works are due to

12. commence and pay the additional cost of hiring such facilities 7 days prior to work commencing.
12. Once the customer selects an installation date during the online order process, it's reserved for one hour. To confirm the installation date, the payment process (including the completion of any finance documents) needs to be finished by the customer within one hour. If the customer does not complete the payment process within an hour, the Company will endeavour to install/deliver equipment on the chosen date, however after the hour has lapsed, the company reserves the right to only offer an alternative delivery/installation slot.

Cancellation

1. The customer will lose the right to cancel set out below should the Company complete the installation of your new equipment within 14 days of your order being placed and the customers has requested that the Company perform services within this 14-day period as it will be deemed that the Company has been engaged to carry out urgent maintenance or repairs at the customer's household.
2. The customer has a right to cancel this contract within 14 days without giving any reason provided the following conditions are satisfied;
 - a. Notice of cancellation is emailed to admin@glowheatingservices.co.uk either before any delivery is made, or within 14 days of the order being placed.
 - b. Notice of cancellation is emailed to admin@glowheatingservices.co.uk prior to the engineer attending site on the agreed date.
 - c. Any email sent intended to serve as your statement of cancellation should be clear and unambiguous. You may use the following style of wording although this is not obligatory "I/we hereby give notice of cancellation for the contract number [insert contract number] for the supply of [item you wish to cancel] to [property address]. Signed [insert your name]."
3. If the equipment has already been delivered, then the customer can cancel the order however may incur administration or delivery charges which will be reduced off the deposit payment. For the avoidance of doubt, due to the nature of the equipment, only the Company's appointed agents may transport equipment to be refunded. The customer is responsible for keeping any good to be refunded secure and provide access for collection when required.

Warranty specification

1. Most items of significant value supplied by the Company are supported with a manufacturer backed parts and labour warranty providing they have been inspected and maintained annually. For example, a gas boiler will need to be serviced annually by a Gas Safe Registered engineer. The cost of servicing and inspecting after installation is not included in the price of this contract unless explicitly ordered during the purchase process. The customer must organise and retain service records for their equipment which must be produced to the Company or manufacturer upon request if making a claim under the warranty. After the installation, the company will ordinarily register your equipment warranty with the manufacturer and may email you the relevant details. For the avoidance of doubt, the warranty is provided by the manufacturer of the equipment supplied and not by the Company.
2. Auxiliary equipment supplied (for example radiators and thermostats) typically benefit from a 2 year parts and labour warranty. Other equipment and components (such as water softeners) have different warranties, these will vary depending upon the manufacturer. The Company will provide details of any such warranties upon request.
3. Any workmanship will be done with reasonable skill and care by a suitably qualified person. The installation of pipework, joints and hand applied seals benefit from a 1 year warranty to include all parts and labour.
4. Any guarantee shall be null and void if payments are not made on the due dates and the above conditions are not adhered to. Furthermore, neither the Company nor the manufacturer of any parts or equipment will be liable to you, whether under this contract or otherwise (and whether to carry out any warranty repairs or otherwise) where any failure, fault or problem arises as a result of;
 - a. Any failure of the customer or third parties in the care, operation, inspection, servicing or maintenance of any of the equipment which is not done strictly in accordance with the manufacturer's instructions. The customer is responsible for maintaining full and accurate service records for all equipment, without such records any warranty will be void.
 - b. Any deliberate damage or vandalism.
 - c. Damage caused by circumstances outside the control of the Company or the equipment manufacturer.

- d. A variation in a flow rate of water to any installed equipment.
- 5. The replacement of any lamps, bulbs or filaments are excluded from the warranty as are any timers, thermostats, lockout devices or other such devices that may be connected to, or part of, the equipment after the expiry of the individual items relevant warranty period as detailed by the manufacturer. You must notify the manufacture of any warranty claim against equipment or components as soon as reasonably possible once you become aware of the fault with a product. The contact details are supplied in the instruction manual or you can email admin@glowheatingservices.co.uk.
- 6. The warranty set out above applies specifically to the equipment installed as part of this contract.
- 7. Any existing timers, controls, radiators, towel rails, pipework, drains, other equipment or other devices are completely excluded from any warranty offered. The Company, or any engineer appointed by the Company, is under no obligation to carry out any visual inspection or testing on any existing equipment (except as part of their regulatory duties). The risk of any of the existing system failing once the new equipment is installed is solely the responsibility of the customer. If the customer wishes to reduce this risk they can, at their own expense and independently of the Company, organise a suitable inspection and test of the existing system prior to the installation of new equipment being carried out.
- 8. When the Company re-attend at the customer's request but no fault is found, or the issue relates to something the Company are not responsible for, then the Company reserve the right to make a reasonable charge to cover costs for such an attendance.
- 9. [Converting to a combination boiler] If you are looking to convert from a standard boiler to a combi boiler there will likely be a pressure increase in your pipe work. This increase in pressure will exacerbate any existing/past leaks and can cause new leaks to appear. The Company are happy to reattend on two occasions for up to 4 hours total free of further charge to identify and rectify leaks. After these attendances the Company will, upon request, provide a quote to renew all infrastructure that is likely to need further work/replacement.
- 10.



Delivering an unrivalled boiler and heating service
in Lincolnshire so you can **love your home.**

