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www.the-glow-group.co.uk

Glow Heating Services Ltd

Terms and Conditions
One-off services: boiler installations, improvements, maintenance and repair

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

Our terms and conditions for one-off services are set out below and we've tried to simplify them as much as we can to make them clear and easy to follow. If you need any further information, please get in touch by contacting us at admin@glowheatingservices.co.uk

For information about our GlowPlus services, please see our website at www.the-glow-group.co.uk/all-plans/

By agreeing to use our services, you are agreeing to these terms and conditions. You should read them through carefully and only agree to appoint us if you are happy to do so on the terms below.

Background information

1. We are Glow Heating Services Ltd, a company registered in England and Wales with company number 12512617, with a registered office at Unit F3 Freya Court, Castings Way, Lincoln, LN6 9WG. Any references to 'the Company', 'us', 'our' or 'we' in these terms and conditions is a reference to Glow Heating Services Ltd.

2. Any references to 'the Customer', 'you' or 'your' is a reference to you as the person ordering the products and services from us.

3. The Company is registered with the Information Commissioner's Office and treats all information supplied by our customers as confidential and will only pass on such information to third parties where this is required to fulfil the obligations of this this contract, or where required by law.

   A copy of our Privacy Notice can be found on our website at www.the-glow-group.co.uk. Please note, however, that this notice does not form part of these terms and conditions or any contract you may enter into with us.

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4. The Company is also registered with the Financial Conduct Authority with reference number: 928947. We may introduce you to third party finance providers if this is your preferred option of making payment for our products and services.

5. All the terms of the contract between the Customer and the Company are contained in this document together with any product or service specifications provided to you by us, and any
6. measurements and specifications provided by you to us upon request to enable us to quote for and provide the products and services provided.

Your contract with us

7. These terms and conditions will apply to all aspects of your one-off order with us, whether that be for the sale and supply of products or the provision or services, or both. These terms will explain your rights in respect of your order, how to cancel your order and how to make a complaint.

8. Some terms will apply to the sale and supply of particular products, and some will apply only to the provision of particular services. Do ensure that you check the 'specific terms' section below to identify any additional rights or conditions that apply to your particular order with us.

9. Business customers do not get all the same rights as consumer customers. For example, business customers can't cancel their orders, they have different rights where there is a problem with a product or service and we don't compensate them in the same way for losses caused by us or the products and services we provide. Where a term applies just to businesses or just to consumers, this is clearly stated.

10. You are a business customer if you are buying products or services wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual. Otherwise

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you are a consumer. The words 'business' and 'consumer' used throughout these terms and conditions shall be interpreted accordingly.

11. If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance, or warranty made or given by us or on our behalf which is not set out
12. in these terms and that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

Your order

13. When you place an order with us, and we agree to accept your order, we do so subject to these terms and conditions, which become binding on us and you when we send you a note of your booking confirmation.

14. Unless we provide you with a written quote (see clauses 13 – 15 below), the charges for our work will be in accordance with our price policy, which you can find at **www.XXXXXXX**. We may update our price policy occasionally. Where we do so, updates will be published on our website. Please make sure you check for the latest version of our price policy *before* placing an order with us. .

15. If we provide you with a written quote, then this will be valid for 28 days from the date we have sent it to you. If you do not accept your quote in that time but you contact us at a later date with the intent to proceed, we may need to give you a revised and updated quote before your order can be confirmed.

16. We reserve the right to amend a quote at any time during that 28 day period, before you have accepted it, and we will notify you in writing of any such changes. Any changes we make after you have accepted a valid quote will be subject to the rights regarding order changes that are detailed later in these terms.

17. Where a quote is expressed as being provisional, subject to any measurements or specifications being provided by you or a site inspection conducted by one of our engineers, we reserve the right to amend or revoke our quote once those actions have been completed. You will not be able to accept the quote until we have received those measurements and either updated or affirmed the quote provided.

18. **Please note:** We can charge you **additional sums**, beyond those quoted or set out in our price policy, if you don't give us accurate information we've asked for about how we can access your property for delivery, installation or to provide services or if you don't do preparatory work for installation, as agreed with us. For example, we might need to re-deliver on another vehicle or with extra manpower or reschedule services.

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The work

19. The Company will carry out any services itemised in your quote with due care and skill, and in accordance with industry standards, and will take all reasonable steps to supply products that are of satisfactory quality and fit for the purposes they are intended for.

20. In most cases where services are to be provided, we will send a Glow Heating Services Engineer to carry out the work. In some cases we may send a suitably qualified contractor instead.

21. Where products are provided that do not meet the expected standards, we will provide replacements with similar functionality. Replacements may not always have the same features as the original product supplied, or be of identical make, model, or type of fitting. Where there is a need to provide a replacement, we will try to obtain those parts from the original manufacturer or from one of our approved suppliers. You will also be able to provide a replacement part of your own to our engineer for our approval.

22. Our team will start the work, and/or arrange to deliver the products, as per the arrangements made with you when you accept our quote. Unless we agree otherwise, the work must begin within 90 days of you accepting the quote and our services will only be provided during our normal working hours (8am to 6pm, Monday to Friday.)

23. The Company may, at its sole discretion, authorise its engineers or contractors to work outside of these hours. It is expected that the Customer will agree and cooperate in situations where such overtime is authorised, but the Company will endeavour to minimise any disruption or inconvenience.

24. 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. Time shall not be of the essence to the Contract.

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25. Any illustrations on our website, in our advertising and marketing material or literature, and that of our suppliers are intended as a guide only. Actual products and services provided may vary.

26. 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 paid in relation to the Contract.

27. **Please note:** The Company reserves the right to change materials, methodology and/or specifications from those detailed in the quote or booking confirmation where to do so does not amount to a detriment to the Customer. This does not affect what we charge you. Our charges are based on estimates of what needs to be done to complete the work in accordance with these terms and conditions. We do not list every item. We will not ask you to pay more if the work takes longer or uses more materials (unless we have an express right to do so in these terms and conditions, such as under clause 16 above). Equally, we do not give any rebate or discount where the work takes a shorter amount of time or uses less material. .

Site Inspections

28. Once an order is placed with the Company, there may be an opportunity for the Customer to send photos to the Company of the area / room / property where work is to be carried out. We may also request or require photos from you based on the information provided during the order process. Upon receipt of these photos, we can discuss any technical aspects of the installation prior to the engineer attending. This will assist with the work being carried out as smoothly and efficiently as possible, with the right materials and equipment being used to suit the location being worked on.

29. The Customer agrees that if we ask for any photos or information to help us assess your needs, you will provide the same as soon as possible. Failure to do so may delay us being able to confirm the work with you, and may lead to us having to revoke or amend any quote we have provided at no penalty to the Company.

30. The Customer also agrees that any photos or information supplied to us during or after the ordering process are true and accurate images of what the engineer will find upon arriving at the site.

31. 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, the Company will provide a full refund and remove any materials that may have already been delivered to site.

32. 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,

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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.

33. 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 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 reserves the right to withhold a fair and reasonable amount of the deposit for the incurrence of costs.

34. The Company, or any engineer appointed by the us, is under no obligation to carry out any visual inspection or testing on any existing equipment or infrastructure, save for this required in discharge of our regulatory duties associated with the work.

35. 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.

Works not included

36. We will only carry out the work specified in the quote confirmed with you. Any charges specified in that quote will not cover any additional work, such as:

a. Works you ask us to complete while our engineers are attending the site;

b. Essential or necessary work required to complete the quoted work, or to ensure that work is safe, which comes to our attention following an inspection of your property or due to an error or inaccuracy in any measurements or specifications provided by you; or

c. Additional update, upgrade, repair, or maintenance work recommended for the property, or the equipment identified by our engineer while attending the site but is not essential to the quoted work.

37. Where we identify additional necessary or recommended work, we will bring this to your attention and provide a separate quote to complete those works. This work will not be undertaken until a quote has been provided and confirmed with you.

38. If necessary works are brought to the Customer's attention, that could not be identified prior to inspecting the site, and the Customer rejects the quote for those works, the Company may terminate the contract for the remainder of the works to be completed and will provide a refund

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for those services not yet rendered. A further refund will only be provided where materials and equipment already installed can easily be removed.

39. If recommended works are brought to the Customer's attention, the Company cannot take any responsibility for any reduction in quality, performance or output, or any damage or degradation of equipment in place, caused from other equipment installed or services provided where the Customer has decided not to go ahead with those recommended works.

Access, conditions, and permissions

40. The Customer will need to provide free access to and from the installation property (both internal and external) on the agreed dates so that we can deliver and install equipment. This may include ensuring someone with appropriate rights and authority is in attendance to facilitate access, providing keys, alarm codes or access fobs, or providing our details to security contractors or concierge services to ensure we can carry out work unhindered.

41. You must also provide free access to water, gas, and electricity (where applicable) for installing and testing your new equipment.

42. 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).

43. During the fulfilment of this contract, the Customer agrees to provide a safe and respectful workplace for any persons attending the installation address. Engineers or contractors attending a site connected with this contract will leave the property if rude, abusive or unsafe conditions are encountered.

44. Where the behaviours referred to above are experienced, the Company in its sole discretion reserves the right to determine whether further attendance will be arranged, and further reserves the right to charge for any costs incurred as a result. No refund or compensation will be due to the Customer in these circumstances.

45. Prior to any work commencing, it is the Customer's responsibility to secure any and all permissions, licenses or permits that may be required to authorise the work. Examples of such permit could include a listed building consent, landlord consent, freeholder agreement or a party wall agreement for any neighbouring property.

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46. 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 commence and pay the additional cost of hiring such facilities 7 days prior to work commencing.

Installation

47. While all reasonable care will be taken by the Company, it accepts no liability for any damage to existing plaster work, decorations, flooring or other incidental damage which could not reasonably be avoided upon the carrying out of the work detailed.

48. Cuts or holes made to allow for equipment will normally be made good but not permanently finished or re-decorated. Floorboards will be reinstated or replaced where necessary but special or laminated floors cannot be permanently re-fixed.

49. Any carpets which are lifted will be re-laid to the best of our 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.

50. 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.

51. 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.

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52. Products and materials may vary in colour, texture and general appearance from any illustrations on our website, in our advertising or brochures. The Company accepts no liability for any materials used during the installation process having these variations. When matching materials (such as brick and tiles) to existing materials which are part of the site, a close match may not always be possible. The Company does not represent or guarantee that any materials introduced to the site will be a match, and the Customer accepts and agrees to this. The Customer may, however, provide their own materials, at their own expense, to ensure matching can be achieved, subject to our approval.

53. Where it comes to the attention of our engineers that equipment or infrastructure at the site does not meet current legal or regulatory standards, we may be unable to complete installation work until the appropriate upgrade or replacement works have been completed. At this point the Consumer may cancel the order for a full refund for any services not yet rendered. If the Customer refuses to have these necessary works done, we reserve the right to terminate the installation aspect of the contract without penalty to the Company or compensation due to the Consumer. Any equipment, products or materials purchased can be left with the Consumer at their request for the final connection to be completed by another party to be organised and paid for by the Consumer. In these circumstances, we reserve the right to still charge for the installation services on the basis that the materials and labour have already been ordered and arranged.

54. Our engineer will take pictures of your installed equipment and relevant infrastructure for our audition 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 or installed equipment for marketing purposes.

55. 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 that to make available to the engineer access to their telephone and internet connection without charge.

56. Upon completion of all physical works at the site, 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.

57. When installing new equipment other contractors may be required to complete aspects of the work. For example, an electrician may be required to wire controls to a new boiler. In such

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circumstances, the Company will endeavour to leave the equipment working until another engineer can attend and perfect the installation at a time convenient to the Customer.

58. We understand that 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 further access to the site 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.

59. New equipment can sometimes not function correctly once first installed (for example a part may 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 at the site.

60. If something within the Customer's responsibilities / control (such as removal of asbestos or improving existing infrastructure) prevents delivery and / or installation of any products or 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 funds paid to date without deduction or refund in full or in part without the supply of any further goods / services.

61. The Company are not liable for any loss of profit, loss or business, business interruption or business opportunity under any circumstances.

62. Included as part of our 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 the access equipment that may be required.

<u>Boilers</u>

63. 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 metre squared of suitable location must be in place under the

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boiler. Permanent lighting should also be present. If the boiler is within 2 meters of the loft hatch, the hatch will need to be capable of being sealed off whilst an engineer works in the loft.

64. 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.

65. If the flue length required to install a boiler is longer than 3m, the Company reserves the option to pass on to the Customer the costs associated with extra flue parts required. This will be clearly discussed prior to any installation commencing.

66. The boiler services offered on our website, www.the-glow-group.co.uk are designed only for domestic properties.

67. 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 make reasonable efforts to identify incompatibility when we pressure a water system, but cannot give any guarantees in this regard. If we identify an incompatibility, and we cannot complete the work because of this, the Customer remains liable to pay the Company's reasonable charges. The Company will not be liable if your existing shower/boiler is not compatible for any reason with a new shower/boiler.

68. New boilers installed by the Company will not require an annual service until the second year after installation according to manufacturer's guidance. Accordingly, if the Customer opts into a GlowPlus agreement (which states annual servicing is included) a service will not be carried out in the first year.

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Gas works

69. You will need to make sure that there's an adequate gas supply coming through to your property before we start the work. We can put you in touch with a gas transporter if you need to arrange this.

70. If we replace an existing hot water cylinder, we'll try our best to reinstall your immersion heater if possible. If we can't do this, we'll agree an additional cost with you to supply and fit a replacement immersion heater.

Plumbing and drains works

71. You will need to make sure that we have clear access to drains and manhole covers, and a supply of mains electricity and water within a reasonable distance. If this isn't provide to us, you may be responsible for any extra costs to us for any additional work as a result.

Delivery

72. The Company works hard to ensure the deliver of goods happen 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.

73. The Customer is responsible for notifying the Company of any local restrictions that could impact the delivery of products, for example local parking restrictions, steep stair climbs, stair climbs longer than 20 steps, on foot carrying distances greater than 30 meters.

74. The Customer agrees to have someone present at the agreed delivery site when the products are scheduled to be delivered, if this is not at the time of installation.

75. The Customer is responsible for keeping any equipment secure and dry once delivered. If equipment is damaged, removed, lost, stolen or packaging opened then the Customer will be liable for any costs or losses incurred by both themselves and the Company.

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Finance and Payments

76. On acceptance of your order, a deposit of 35% is due immediately. This payment from the Customer to the Company is required prior to delivery of any products and the commencement of any services. Payment is only deemed to have been received once the funds are showing in the Company's bank account as cleared funds. A deposit is only refundable if there is an express right to a refund set out in these terms and conditions, or we agree otherwise. Where we carry out works above a certain value (currently £7,000 but we may alter this value occasionally), the Customer agrees to pay a further interim sum of 35% prior to the works being carried out. Whilst any money is outstanding, the Company is entitled to delay or defer any or all work outstanding, or deliveries pending, without penalty to the Company.

77. If a Customer makes a payment and later attempts to claw back any funds, such as through requesting a credit card chargeback, we can pass on any costs and/or losses associated with dealing with and defending such action.

78. Unless agreed otherwise with you, we will not accept payments by instalments.

79. The balance of our charges is due upon completion of the works; although, where the works are being carried out in phases (such as first and second fix), we may charge an interim sum on completion of each phase, with the balance payable on completion of the final phase. Unless we agree otherwise, the payment of any interim or final charge must be made on the day that we certify the works or phase (as the case may be) have been completed.

80. 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.

81. All 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, the price should not change even if the applicable VAT rate does.

82. 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 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.

83. If we're unable to collect any payment you owe us we charge interest on the overdue amount at the rate of 2% a year above the Bank of England base rate from time to time. This interest accrues

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on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

84. If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). If you are a business customer and we have to enforce these terms and conditions against you, then you agree to pay us all costs, losses, and expenses (including professional fees) in addition to any sums you owe us on a full indemnity basis.

85. You can only withhold money from us where you have a legal right to do so or you genuinely dispute the amount due. You must pay any sums that you are not legally entitled to withhold, or which are not genuinely disputed, immediately without deduction, counterclaim or set-off. In the case of a genuine dispute, you must give written details of the dispute promptly if we ask for it and cooperate with us in a process of attempting to resolve the dispute.

Cancellation

86. Except for where otherwise specified in these terms and conditions, the Customer will not have a right to cancel and claim a full refund of any sums paid after the quote has been confirmed.

87. Where the Customer wishes to cancel after confirmation, the Company reserves the right to charge an appropriate amount to account for expenses already incurred and loss of profit thereupon. Where cancellation occurs in circumstances referred to elsewhere in these terms and conditions, and we have specified that a higher amount of the contract price will still need to paid, those terms will apply instead of this one.

88. The Customer may withdraw without penalty at any stage before a quote has been agreed by them and confirmed by us.

Warranty

89. 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 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 specified during the order process.

90. The Customer must organise and retain service records for their equipment which must be produced to the Company or the manufacturer upon request if making a claim under the warranty applicable. After the installation, the Company will ordinarily register your equipment warranty

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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.

91. 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.

92. The installation of pipework, joints and hand-applied seals benefit from a 1 year warranty to include all parts and labour.

93. **Please note:** 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 warrant 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.

94. The replacement of any lamps, bulbs or filaments are excluded from our 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.

95. It is the Customer's responsibility to register any manufacturer-issued warranty where applicable.

96. You must notify the relevant manufacturer of any warranty claim against their equipment or components as soon as reasonably possible once you become aware of the fault or defect with the product. The contact details are supplied in the instruction manual for the product, or in any

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associated warranty document or email. If you are unsure of how to find this information, please contact us at admin@glowheatingservices.co.uk

97. Our warranty set out above applies specifically to equipment installed as part of this contract. Any existing timers, controls, radiators, towel rails, pipework, drains, other equipment or other devices are completely excluded from any warranty offered.

98. **Please note**: If we are required to attend site to install a replacement part under a manufacturer's warranty (i.e. a part that is not covered by the Company's warranty), it remains the Customer's responsibility to pay our charges for attending site to carry out the installation at our usual rates.

99. If you are looking to convert from a standard boiler to a combination boiler there will likely be a pressure increase in your pipe work. This increase in pressure will exacerbate any existing / past leaks and could cause new leaks to appear. We are happy to reattend the site on two occasions for up to 1 hour 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.

100. When the Company re-attend the site at the Customer' request but no fault is found, or the issue relates to something the Company is not responsible for, then the Company reserves the right to make a reasonable charge to cover costs for such an attendance. Costs will be as per our price policy published at www.XXXXXX

Complaints and Disputes

101. To make a complaint:

a. Call us on 01522 300744
b. Email us at admin@glowheatingservices.co.uk
c. Or write to us at:
Glow Heating Services Ltd
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102. We take every complaint or dispute very seriously and we will do all that we reasonably can to try to resolve the issue as soon as possible. It is our aim to resolve disputes within 28 days of

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receiving a complaint or concern. If we need more time to investigate we will let you know and keep you updated.

103. If you are not satisfied with our final response, or its been more than eight weeks since we first received your complaint, you may be able to take it to the Utilities ADR. For more information, visit www.utilitiesadr.co.uk

Liability

104. Any concession, latitude or waiver allowed by the Company at any time shall be without prejudice to our strict and full rights under this contract and shall not prevent us from consequently exercising such rights.

105. In the event of any breach of these terms and conditions by us, we do not accept any liability for incidental, consequential losses, or for loss of opportunity, chance or any other kind of speculative loss that does not naturally and ordinarily flow from the breach in question.

106. In addition, our total aggregate liability to you shall be limited to the total amount paid to us under this agreement.

Business customers

107. Customers that are businesses will not have any additional rights in respect of their orders with us beyond those already provided for in these terms and conditions and those not capable of being excluded by law.

108. Any additional rights, obligations and liabilities prescribed by law are excluded to the maximum extent possible.

Consumer customers

109. Customers that are consumers will have additional or alternative rights made available to them by law. These rights are set out at Schedule 1. In the event of any conflict between Schedule 1 and these terms and conditions, the rights prescribed by law in Schedule 1 shall prevail.

General

110. Your contract with us is bound by the laws of whichever country the site included in your contract is in — England and Wales, or Scotland. No other jurisdictions may apply in relation to any contract entered into with us.

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111. By entering into a contract with us, you agree that these terms and conditions constitute the entire agreement between us. No other statements, representations, promises, claims or warranties shall apply unless confirmed with us in writing as forming part of our contract.

112. This contract will bind the Company and the Customer only. No other third parties will have any rights vested in them by virtue of these terms and conditions or the specific works to be completed, nor shall any third party have any right to enforce our contract.

113. The Company reserves the right to amend these terms and conditions from time to time, and will communicate any such amendment to our Customers in writing.

114. If any provision or part of these terms and conditions is held to be invalid, amendment to this agreement may be made by the addition or deletion of wording as appropriate to remove the invalid part or provision while otherwise retaining the remainder of the provision and any other provisions to the maximum extent permissible under applicable law.

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Glow Heating Services Ltd

Terms and Conditions
Schedule 1: Consumer Rights

1. **If you are a consumer and you bought / ordered online or over the telephone, you have a legal right to change your mind.**

Your legal right to change your mind. For most of our products or services bought online or over the telephone, you have a legal right to change your mind about your purchase and receive a refund of what you paid for it, including the delivery costs. This is subject to some conditions, as set out below.

When you can't change your mind. You can't change your mind about an order for:

- services, once these have been completed;
- products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- goods made to your specifications or are clearly personalised; and
- goods which become mixed inseparably with other items after their delivery.

The deadline for changing your mind. If you change your mind about a product you must let us know no later than 14 days after:

- the day we deliver your product, if it is **goods**. If the goods are for regular delivery (for example, a subscription), you can only change your mind after the first delivery. If the goods are split into several deliveries over different days, the period runs from the day after the last delivery.
- the day we confirm we have accepted your order, if it is for a **service**.

How to let us know. To let us know you want to change your mind, contact our team at admin@glowheatingservices.co.uk.

You have to return the product at your own cost. If your product is goods, for example, you have to return it, and any free gifts provided with it, to us within 14 days of your telling us you have changed your mind. Returns are at your own cost, unless we offered free returns when you bought the goods. You can:

- bring the product to one of our offices by contacting our team at the email address above. You will need a copy of your order and the card used to make payment.

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- send the product back to us, using an established delivery service. If you do this you should keep a receipt or other evidence from the delivery service that proves you have sent it and when you sent it. If you don't do this and we don't receive the goods at all or within a reasonable time we won't refund you the price. For help with returns, including our collection arrangements for goods which can't be posted, or contact us on the email address provided above.

We only refund standard delivery costs. We don't refund any extra you have paid for express delivery or delivery at a particular time.

You have to pay for services you received before you change your mind. If you bought a service we don't refund you for the time you were receiving it before you told us you'd changed your mind.

We reduce your refund if you have used or damaged a product. If you handle the product in a way which would not be acceptable in-store, we reduce your refund, to compensate us for its reduced value. For example, we reduce your refund if the product's condition is not "as new", packaging is damaged or accessories are missing. In some cases, because of the way you have treated the product, no refund may be due.

When and how we refund you. If your product is a service or goods that haven't been delivered or that we're collecting from you, we refund you as soon as possible and within 14 days of you telling us you've changed your mind. If your product is goods that you're sending back to us, we refund you within 14 days of receiving them back from you (or receiving evidence you've sent them to us). We refund you by the method you used for payment. We don't charge a fee for the refund.

2. **You have rights if there is something wrong with your product**

Return the product to us. If you think there is something wrong with your product, you must contact us via telephone or email to discuss arrangements for the return of the products.

Your rights and remedies if you are a consumer. We honour our legal duty to provide you with products that are as described to you on our website, subject to any conditions stipulated in the product descriptions, and that meet all the requirements imposed by law. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk.

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Summary of your key legal rights

If your product consists of **goods**, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- Up to 30 days: if your goods are faulty, then you can get a refund.
- Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

If your product consists of **services**, the Consumer Rights Act 2015 says:

- You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- If a price hasn't been agreed upfront, what you're asked to pay must be reasonable.
- If a time hasn't been agreed upfront, it must be carried out within a reasonable time.

3. **We can change products and these terms.**

Changes we can always make. We can always change a product:

- to reflect changes in relevant laws and regulatory requirements;
- to make minor technical adjustments and improvements, for example to address a security threat. These are changes that don't affect your use of the product; and

Changes we can only make if we give you notice and an option to terminate. We can also make other types of change to the product or these terms, but if we do so we'll notify you and you can then contact us to end the contract before the change takes effect and receive a refund for any products you've paid for in advance, but won't receive.

4. **We can suspend supply (and you have rights if we do).**

We can suspend the supply of a product. We do this to:

- deal with technical problems or make minor technical changes;
- update the product to reflect changes in relevant laws and regulatory requirements; or
- make changes to the product.

We let you know, may adjust the price and may allow you to terminate. We contact you in advance to tell you we're suspending supply**,** unless the problem is urgent or an emergency. If we suspend the product, we adjust the price so you don't pay for it while its suspended. If we suspend supply, or tell you we're going to suspend supply, for more than 7 days you can contact us to end the contract and we'll refund any sums you've paid in advance for products you won't receive.

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5. **We can withdraw products.**
We can stop providing a product, such as an ongoing service or a subscription for goods. We let you know at least 7 days in advance and we refund any sums you've paid in advance for products which won't be provided.

6. **We can end our contract with you.**
We can end our contract with you for a product and claim any compensation due to us if:
    - you don't make any payment to us when it's due and you still don't make payment within 14 days of our reminding you that payment is due;
    - you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the product, for example;
    - you don't, within a reasonable time, either allow us to deliver the product to you or collect it from us.

7. **We don't compensate you for all losses caused by us or our products**

Our liability to consumers. We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

- **Unexpected**. It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- **Caused by a delaying event outside our control**. As long as we have taken reasonable steps to try and avoid or mitigate that delay.
- **Avoidable.** Something you could have avoided by taking reasonable action. For example, damage to your own digital content or device, which was caused by digital content we supplied and which you could have avoided by following our advice to apply a free update or by correctly following the installation instructions or having the minimum system requirements advised by us.
- **A business loss**. Our liability for any loss you suffer in connection with your trade, business, craft or profession is limited.

Losses we never limit or exclude. Nothing in these terms shall limit or exclude our liability for:

- death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- fraud or fraudulent misrepresentation;
- breach of any terms implied into the contract by law;
- defective products under the Consumer Protection Act 1987; or
- any matter in respect of which it would be unlawful for us to exclude or restrict liability.

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No implied terms about goods. Except to the extent expressly stated in *Your rights if you are a business*, we exclude all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982.

We use your personal data as set out in our Privacy Notice
How we use any personal data you give us is set out in our Privacy Notice.

8. **Other important terms apply to our contract**

We can transfer our contract with you, so that a different organisation is responsible for supplying your product. We'll tell you in writing if this happens and, if you are a consumer, we'll ensure that the transfer won't affect your rights under the contract. If you're a consumer and you're unhappy with the transfer you can contact us to end the contract within 7 days of us telling you about it and we will refund you any payments you've made in advance for products not provided.

You can only transfer your contract with us to someone else if we agree to this. If you're a consumer we reserve our right to not agree to the transfer, but we only exercise that right when it is reasonable in the circumstances to do so. We can require the new owner to prove you transferred the product or service to them, for example by completing and signed a form as prescribed by us or requiring some other written confirmation that meets our specifications.

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Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn’t mean we can't do it later.