

Neater Heat Terms & Conditions

Introduction to Our Terms and Conditions

1.0 Our Agreement

These conditions apply to the Contract between you and us. Please read them carefully before signing the quotation. Words which appear in bold type throughout these conditions have the following meaning.

1.1 Order means the contract between you and us for the installation.

1.2 'Installation' means the supply of the equipment and the work required to install the equipment into the property as described on the order.

1.3 'Property' means the property specified in the Order.

1.4 'Price' means the price for the installation as set out in the Order.

1.5 We/us/our means Neater Heat Ltd company registration no 10124412 whose registered office is Neater Heat Ltd, 6 Beechnut Ind Est, Beechnut Road, Aldershot, Hampshire, GU12 4JA

2.0 Quotations And Contract

2.1 A quotation for the Price of the Installation shall be provided following a survey of the Property. The quotation will become an Order when you have agreed to the written quotation, either verbally or returned the signed quotation to us, and we have confirmed acceptance of your order and your deposit (if applicable) has been received (please see condition 9.1.1)

2.2 The quotation provides a reasonable estimate of Price but may not be the final price for the installation. Please see conditions 2.4 and 2.5.

2.3 The quotation shall be valid for 30 days from the date of the quotation.

2.4 The quotation assumes that the Property is suitable for the Installation requested and that all necessary facilities, services and supplies (including Property's earthing and the supply of gas, water and electricity) are already supplied or installed at the Property and are in good working order and that your existing heating system (where applicable) is suitable for the installation. If we later discover otherwise, we will tell you. 2.4.1 What changes or improvements need to be made before we can perform the installation (or complete it if it has already commenced) or to ensure proper functionality and/or performance of the installation and what

additional equipment and/or work may be required; and 2.4.2 Of any increase to the Price.

2.5 If you wish to vary the Contract please contact us immediately. It may not be possible to accept all variations if we have already incurred costs in relation to the Contract. We shall notify you of any change in the Price as a result of the variation. 2.6 We will carry out Installations used for commercial or domestic purposes. 2.7 We will only accept a quotation if signed by you in presence at your Authorised Person. No one else may sign for you.

3.0 Our Responsibility

3.1 We shall carry out the Installation in accordance with the Contract and any specifications which have been agreed in writing between you and us and shall exercise reasonable care and skill in carrying out the Installation and make every effort to ensure that the Installation and the equipment used in the Installation will be of satisfactory Quality.

3.2 We will:- 3.2.1 Leave any plasterwork and/or brickwork disturbed during the course of the installation in a safe, weather-tight and secure condition. 3.2.2 Take reasonable care to avoid dirtying or causing unnecessary disturbance to the Property and shall leave the area in which the engineer has been working in a clean, tidy and safe condition; and 3.2.3 Remove and dispose of any equipment or materials belonging to you which are to be replaced by equipment supplied in connection with the Installation (except any equipment or materials containing asbestos). If we do dispose of any of your equipment or materials we will not be liable to pay you for them.

3.3 When installation has been completed we shall:- 3.3.1 Check to ensure that it is operation correctly and set any relevant controls to their optimum settings; 3.3.2 Provide you with the manufacturer's instructions for the equipment and instructions on how to operate the controls; 3.3.3 Complete the Benchmark certificate and log book confirming that the installation has been carried out in accordance with all relevant laws and regulations. It is your responsibility (in addition to those in condition 7) to keep the Benchmark certificate and your log book in a safe place as it may be requested for inspection by the manufacturer in the event that the warranty referred to in condition 6 is relied upon; and 3.3.4 Provide any certificates relating to the installation including in some cases electrical certificates, which must be provided to you by law.

4.0 Engineers And Subcontractors

4.1 We shall use direct labour engineers where possible but in the case of using subcontractors we will only use engineers to carry out the Installation on our behalf who have been approved by us and who are suitably and properly qualified to carry out the Installation.

4.2 Our engineers normally work during the hours of 8am and 5pm Monday to Friday. Any appointments arranged at your request, outside these hours may incur a charge in addition to the Price.

4.3 Priority Emergency call out charges will apply at prevailing rates and fees.

4.4 All engineers will show an identification badge on arrival and if you wish, you may telephone us on 01252 338 078 to confirm the engineer's identity. Certified Engineers are on the Gas Safe Register.

5.0 Delivery

5.1 We shall contact you to agree a date to carry out the Installation. If we are unable to carry out the Installation on this date, we will contact you to agree an alternative date. We will not be liable for any costs or loss of income that you may incur as a result of any changes of date.

5.2 Our engineers will require access to the property to carry out the Installation. If we cannot gain access to your property on the agreed date, an additional charge may be levied, and we will contact you to arrange another appointment. In the event of continued failed attempts to gain access to your property, we may cancel your order which may lead to a loss of any deposits made.

6.0 Warranty

6.1 The Installation includes a 1 year workmanship warranty on the Installation (for any gas boiler dependent on your individual order 'boiler warranty') from the date of the installation. It is a specific term of the boiler warranty that a correctly completed benchmark logbook be safely retained and produced for inspection at the time of any claim, the logbook is evidence of proper installation commissioning and servicing of the product and no claim for part and/or labour under the extended guarantee will be agreed unless this term has been complied with. The decision of Heating Boiler Services Ltd final and no correspondence will be entered into. Claims will be processed within 7 days of receiving completed details. The

warranty is not transferable to any other person or any other product. Replacement warranty on any replacement part provided under this order does not extend the warranty period beyond the boiler warranty period. To benefit from the warranty YOU must :-6.1.2 The boiler must be serviced by Neater Heat Ltd within one year of the installation date and the details recorded in the Benchmark logbook. You may arrange for this service by contacting us on 01252 338 078.6.2.1 Failure and leakage from existing pipework, radiators, valves, taps, gas soundness test etc, due to but not limited to pressurisation;6.2.2 Faults arising from willful damage caused to or misuse of any of the equipment installed as part of the Installation or allowing a third party to do the same;6.2.3 Any defect which is a result of fair wear and tear; or6.2.4 Damage or breakage which is accidental, the result of vandalism or caused by intruders.

6.3 This warranty will NOT BE VALID if:-6.3.1 You fail at any time to fulfil the conditions set out at condition 6.1.1 and 6.1.2 above;6.3.2 You fail at any time to follow the manufacturer's instructions (whether provided to you verbally or in writing) and relevant standards and regulations;6.3.3 You alter, repair or attempt to repair at any time any part of the installation, save for a gas safe representative from the equipment manufacturer;6.3.4 An unsatisfactory result is obtained from a water test carried out after the installation. Please see condition 6.4 below;6.3.5 We will flush the system as requested or required as part of the installation process by means of a power flush or chemical flush. We would always recommend that a filter be fitted to the equipment in order to maintain the cleaning system. A separate charge will apply or will be clearly identified in our quotation.

6.4 Following completion of the Installation we may arrange for a water test to be undertaken, which shall be examined by an independent organisation in accordance with industry practice. If the result is still not satisfactory then the manufacturer may not be able to extend their warranty beyond the standard period of warranty.

6.5 Should a fault that is covered by the warranty occur during the warranty period you should contact us in the first instance by calling 01252 338 078 and we shall request the manufacturer to resolve the fault. The warranty is for your benefit only and is not transferable.6.6 Any additional warranty provided by a manufacturer in relation to any other parts and equipment used as part of the installation shall be the responsibility of the manufacturer. The manufacturer's terms and conditions shall apply.

6.7 Should you require an engineer's visit as part of any workmanship warranty claim call 01252 338 078. The call out charge will apply if the fault

is not related to our installation, however in the event that the fault was part of any work undertaken by others on our installation, or found to be on your existing system, the charges will apply and we are not obliged to fix or repair under these circumstances. We also reserve the right to retain the call out charge if you fail to keep your appointment.6.8 Nothing in the warranty affects our statutory rights.

7.0 Your Responsibility

7.1 It is your responsibility unless otherwise agreed in writing to :-7.1.1 obtain all permissions and consents (for example Planning Permission, Building Consent, consent from Head Contractor Builder Facilities Management landlords, local authorities, neighbors, mortgagees access, parking access/permits) which are required before we can carry out the Installation;7.1.2 ensure that all necessary facilities, services and supplies to enable the proper functionality and performance of the Installation (including the Property's earthing and the supply of gas, water and electricity) are supplied or installed at the Property and are in good working order and that your existing heating system (where applicable) is suitable for the Installation (including all costs associated thereto);7.1.3 clear all furniture and fittings from any offices rooms or roof space which we will need to use to carry out the installation and lift any flooring other than normal softwood floorboards Floor Coverings, (rubber or tiles) prior to commencement of the Installation and replace such flooring following the Installation;7.1.4 paint the radiators or pipe work and/or box in any pipe work or chase pipe work into the solid floors or walls and replace any flooring following completion of the installation; and7.1.5 Remove any dangerous materials from the property such as asbestos, if any asbestos is removed from the Property you shall produce a clearance certificate to our engineer. Our engineer will not be able to carry out further works until the certificate is produced and failure to provide this certificate may cause delays and prevent our engineer from completing the installation.

7.2 You acknowledge that it may be necessary to disturb, alter or cause damage to the property and its fixtures and fittings when carrying out the installation and that there may be a degree of redecoration required following completion of the installation and that you will be responsible for (including the cost of) any redecoration including replacing or repairing damage caused to fixtures, fittings, carpets, decorations in property (other than damage caused by our negligence).

7.3 You acknowledge that any structural gantries in the plant room and other working areas meets your HSW and or UK legislation or other bodies' regulations.

8.0 Price

8.1 The Price of the Installation includes;-8.1.1 The cost of the equipment, parts, labour, delivery and any other additional costs specified on the quotation including value added tax at the current rate at the date of the Installation; and 8.1.2 The cost of removing and disposing of any redundant equipment removed from the Property during the Installation.

8.2 The Price does not include the cost of making good any disturbances, alterations or damage or any redecoration required to the Property following completion of the Installation (except as stated at condition 3.2.1 above)

8.3 If additional work is necessary during the installation which could not have been reasonably identified at the time the survey was carried out we will provide you with a quotation for this additional work. If you request us to proceed with the additional quotation the cost of the additional equipment and/or work shall be due from you under the Order, if you do not request us to proceed with the additional quotation, we will use reasonable endeavors to conclude the original quotation but we will not be liable for any diminished performance or functionality of the installation.

8.4 Any equipment installed or to be installed in the installation will remain our property until we have received the payment in full.

9.0 Payment

9.1 You must pay all amounts due to us (including any deposits) in accordance with the quotation.

9.2 Payment can be made by any of the following means; Electronic Bank TransferCashCard, Credit CardScan and Pay, Apple Pay, Android Pay, Google PayCheque

9.3 With Scan & Pay, your engineer will generate a QR code, which can be scanned using a mobile device. A screen will then appear on your device prompting you to make a payment.

9.4 Card payments over £500 are subject to a 1.4% Service Charge

9.5 Title to goods will not pass to you until we receive payment for the goods in full and cleared funds. If you do not pay all amounts due to us in accordance with the quotation, we may require you upon reasonable notice to return and deliver up goods to us failing which we shall take legal proceedings to recover the goods or their value.

9.6 If you do not make any payment due to us by the due date for payment, we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Barclays Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

9.7 If you purchase your boiler and installation online, via our interactive quotation tool, then full payment must be made in full and cleared funds prior to the start of the installation. Alternatively, a finance product must be in place with you and our partner, TradeHelp Finance. We will introduce the customer to TradeHelp Finance on a referral basis only.

9.8 Credit is subject to status and affordability. Terms and conditions apply. NEATER HEAT LTD, registered address 43 St Georges rd, Aldershot, GU12 4LD, company number 10124412 is an Introducer Appointed Representative of TradeHelp. Our firm reference number is 912648. TradeHelp is a trading style of Tradehelp Ltd, Marchwiell Centre, Bryn Lane, Wrexham Ind Est, LL13 9UT, registered in England (03712438), authorised and regulated by the Financial Conduct Authority (firm reference number 697812). TradeHelp are a credit broker, not a lender, and offer loans from a small panel of carefully selected lenders. TradeHelp do not offer financial advice and do not charge you for credit broking services. All loans are subject to status.

10.0 Cancellation

10.1 You may cancel your Contract (unless the installation has already commenced) within 14 days from commencement of the Order by writing to us Neater Heat Ltd company registration no 10124412 whose registered office is Neater Heat Ltd, 6 Beechnut Ind Est, Beechnut Road, Aldershot, Hampshire, GU12 4JA and quoting your customer reference number.

10.2 If you cancel the Contract once the date of the installation has been agreed (except where we are in breach of our obligations) we will be entitled to fair and reasonable cost including materials equipment purchased or order fee re stock charge purchase price for non-returnable

items including but not exclusive contribution towards any losses or costs that we suffer as a result of your cancellation.

10.3 In addition to the right at condition 5.2 we may cancel your contract if we are unable to carry out or are prevented from carrying out the Installation (or a substantial part of it) due to something which could not have been reasonably identified at the time the survey was carried out or which is beyond our reasonable control (including any health and safety issues).

10.4 If you wish us to proceed with the installation before 14 days have elapsed since the commencement of the Order due to the boiler or repair service or immediately priority call out charges will apply...

11.0 Exclusions And Liability

11.1 We shall not be liable for any:-11.1.1 Failure of or to the installation (or any part of it) which is caused by a factor beyond our reasonable control including (without limitation) any variation to your gas or electricity supply or inadequate water supply; or11.1.2 Failure developing to or from your existing heating system following the installation (which has not been caused by our negligence); or11.1.3 Warranties or negligent or innocent misrepresentations made by our agents or sub-contractors.

11.2 We will not accept liability for any losses you incur that:(i) were not reasonably foreseeable to you and us when the Contract was formed.(ii) Were not caused by any default, negligence, act or omission on our part or that of our agents, franchises, employees, engineers or subcontractors;(iii) were caused by any default, negligence, act or omission of any part other than us, our employees, agents, engineers or subcontractors or by circumstances beyond our reasonable control; or(iv) Indirect, consequential or business losses.

11.3 Nothing in the conditions affects any statutory rights that you may have or excludes or limits any liability for death or personal injury resulting from our negligence or for fraud or any other liability which cannot be excluded or limited by law.

11.4 If, notwithstanding the provisions of condition 11.1 and 11.2, we are found liable to pay you compensation or damages due our breach of contract and or negligence or other tort then you agree that our liability to you will not exceed the price paid under this contract.

12.0 Notices

If you need to give us written notice in accordance with the conditions you should send the notice to Neater Heat Ltd company registration no 10124412 whose registered office is Neater Heat Ltd, 6 Beechnut Ind Est, Beechnut Road, Aldershot, Hampshire, GU12 4JA

13.0 Our Rights To Assign And Subcontract

We reserve the right to assign or subcontract any of our obligations contained in the contract, including the carrying out of the installation to another provider of similar services provided that we shall not assign our obligations under this contract if this would prejudice your rights under it.

14.0 Landlords And Facilities Management

If you are the Landlord or Facilities Management of the property, you must be present at the property on the agreed appointment and installation dates and sign the completion certificate there as soon as the installation is completed. No one else may sign for you. We cannot undertake any part of the installation under the instruction of your tenant or accept any authorisation or approval (whether by signature or verbally) from your tenant on your behalf, unless we have otherwise agreed in writing.

15.0 Data Protection

15.1 We will process your information to enable us to carry out your order and for administration of the contract (including debt collection), risk assessment, marketing and the offering of any of our group company's products or services (unless you have opted out), market research, after sales service, system testing, analyzing your account history and to detect and prevent fraud. Your information may be disclosed to our employees, agents, service providers, group companies and assignees for these purposes.

15.2 We may share your information with the persons mentioned in condition 15.1 and relevant trade bodies (including Gas Safe Register) and all other associated bodies who may need to pass this information on to the relevant body to comply with Building Regulations or other regulatory requirements and/or in order to carry out the installation and any after sales services.

15.3 We may search the files of credit reference agencies to carry out credit checks on you and the agencies may record a copy of the search and may

share it with other organisations to assist with credit related decision making and to prevent fraudulent activity.15.4 We may monitor and/or record your telephone calls for security and training purposes.

16.0 Miscellaneous Provisions

16.1 If on any occasion either you or us agrees to take no action against the other even after the other has failed to comply with these conditions, that party should not assume that the other will do the same on another occasion.

16.2 We may vary these conditions at any time and shall notify you of such change as soon as is reasonably possible. Where the variation is of significant disadvantage to you, you may cancel the Order by notifying us in writing within 14 working days after we have sent you the notification of the variation. The variation shall not apply to an Order which has been canceled. All deposits and pre-payments paid to us by you shall be refunded as a result of such cancellation, unless the date for installation has been agreed by you. If you cancel the order after the date for installation has been agreed by you, the provisions of condition 10.2 shall apply.

16.3 Other than you, we do not intend that any other person can benefit from the order.

16.4 The Conditions and the Order between you and us are subject to the laws of England and Wales and the exclusive jurisdiction of the courts of England and Wales.

16.5 If any of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity or enforceability of the other terms and conditions shall not be affected.

16.6 We shall not be liable for any delay or failure to deliver products or otherwise perform any obligations as specified in these terms and conditions if the same is wholly or partially caused whether directly or indirectly by circumstances beyond our reasonable control.16.7 We can alter or extend promotions at any time.

16.8 This agreement and the documents referred to in it, constitute the entire agreement and understanding of the parties in respect of the Agreements subject matter and supersede any previous agreement between parties relating to the subject matter of this agreement and any prior promise, representations and misrepresentations (whether oral or

written) relating to the subject matter of this agreement but without prejudice to the rights and liabilities of the parties accrued before the date of this agreement. Review This Policy and associated Procedures will be reviewed annually by our directors, or more frequently if required to ensure compliance with legislation, regulation and changing operational needs.