

# Utility Warehouse

## Boiler Terms and Conditions

# BOILER TERMS AND CONDITIONS

## Introduction:

These terms are in 6 sections:

1. Section 1, General Terms;
2. Section 2, Finance Terms;
3. Section 3, Boiler Purchase Installation Terms;
4. Section 4, Ten Year Boiler Guarantee Terms;
5. Section 5, Annual Boiler Service; and
6. Section 6, Cancellation and Complaints.

## Definitions:

1. "Glow Green" means Glow Green Limited.
2. "Installation Date" means the date We install Your boiler.
3. "We, Our Us" means Glow Green Limited.
4. "You and Your" means the person or entity contracting with Us for the installation and/or financing of a boiler and to whom the invoice is addressed.

## SECTION 1 - GENERAL TERMS:

1. Glow Green, a subsidiary of Utility Warehouse Limited, is responsible for the installation, registration, management, billing and administration of Your boiler.
2. If You opt to receive finance for one of Our boilers, Glow Green will manage the boiler finance process but the finance will be provided by one of finance partners.
3. Except where You have entered into a finance arrangement, all payments in respect of purchase and installation costs must be made to Glow Green. By entering into this Agreement You accept that Utility Warehouse Limited is entitled to pursue any unpaid debts pursuant to the assignment in clause 15 below.
4. A quotation from Our personal survey is provided for Your information only and shall not be used by other contractors for the purpose of quoting.
5. Any quotation or letter produced by Us for an individual or company which will be used for the purpose of Civil law or common law at court will cost £250.00 plus VAT. If the work is then carried out by Us this fee will not apply. By accepting the letter or quotation You agree to these terms and conditions.
6. The entire copyright of a system design is owned by Us.
7. If payment is not made in accordance with the quotation then We may withdraw services and recover damages, or, at Our option, may exercise Our statutory right to interest under the Late Payment of Commercial Debts (Interest) Act 1998.
8. Any invoice issued to You is to be paid in full by no later than the date specified on the quotation or 14 days of the date of issue.
9. A fee of £20 (excluding VAT) will be made for each account reminder, duplicate invoice, or any other paperwork, correspondence or phone calls involved with the pursuit of a debt. This fee is non-refundable, and represents the additional time spent pursuing overdue invoices.
10. We reserve the right to suspend ongoing services once any invoice issued to You becomes overdue, and also reserve the right to inform the reason of this to third parties to whom this suspension of service affects.
11. This Agreement shall be subject to and constructed according to English Law and the parties agree to accept the exclusive jurisdiction of the Courts of England.
12. No variation of terms and conditions set out herein shall be effective unless agreed in writing by both parties.
13. The quotation given by Us is a fixed price for the specification of the boiler installation. The quotation does not include existing issues which we may come across during the installation with Your gas, heating, plumbing or electrical system. Should We find issues with Your existing system this will be noted on the Boiler Audit form after the installation. A separate quotation can be given to complete these works.
14. The Contract price quoted is subject to any changes in Value Added Tax.
15. You agree and acknowledge that any unpaid sums due to Us under this Agreement may be assigned by Us to Utility Warehouse Limited, and that Utility Warehouse Limited and/or its subsidiaries and/or its agents for this purpose have the right to pursue such unpaid debts which have been assigned, whether through legal action or otherwise. You further agree and acknowledge that a signed letter from Us confirming that any unpaid sums have been assigned to Utility Warehouse Limited shall be conclusive proof that such assignment has taken place.

## **SECTION 2 - FINANCE TERMS AND CONDITIONS**

1. We offer finance packages to Our customers to make it easier to pay for their heating and plumbing solutions by spreading the cost over monthly instalments.
2. We work together with our finance partners to be able to offer the best package to suit You.
3. Glow Green is authorised and regulated by the Financial Conduct Authority (692433) for the provision of finance in relation to home improvement work. Glow Green is a credit broker and not a lender.
4. Representative example: Cash price £1,865.12 (inclusive of 10% discount). Deposit payable £0. Total amount of credit £1,865.12. Total amount repayable £2,894.40. Repayable by 120 monthly instalments of £24.12. Representative 9.9% APR (fixed). Rate of interest 9.9% a year (fixed). Duration of agreement 120 months. Total interest £1,029.28. Subject to status and credit checks.

## **SECTION 3 - BOILER PURCHASE AND INSTALLATION TERMS AND CONDITIONS**

### **IF YOU ARE NOT PRESENT ON THE INSTALLATION DATE YOU WILL INCUR A CHARGE OF £100, SEE CLAUSE 11**

1. All the terms of the contract between You and Us are contained in this document and written specifications (if any) provided to You. 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. Having discussed with You the requirements for the installation of the heating products as listed in the quotation, We may need to carry out a survey to take detailed measurements and or specifications and any Contract is subject to Our surveyor's report and findings. We reserve the right to decline the work detailed on the Contract should Our surveyor(s) think fit to do so. Should this action become necessary, Our liability in these circumstances is limited to the refund of any deposit paid by You, and these sums will be refunded immediately.
3. Any changes in materials and/or specification from those detailed in the schedule of the quotation will only apply when supported by Our amendment forms which must be signed by both parties — i.e. "Us" and "You".
4. Delivery / installation timescales are approximate and shall be deemed to commence with effect from settlement of all details of the order and receipt of payment of any deposit where applicable and are made subject to any causes beyond Our reasonable control which may reasonably prevent Our fulfilment of the Contract. Time shall not be of the essence of the Contract. Should We require to amend the scheduled Installation Date due to engineer availability, then We shall not be held liable to compensate You for loss of earnings. Every effort will be made to notify You of any change to the scheduled Installation Date at the earliest availability.
5. We will carry out the work during working hours Monday to Friday, but may on occasion need to use a reasonable amount of overtime to achieve completion. This may include additional days for the installation when planned. We may stipulate the number of engineers to complete the installation. However, the number of engineers is not guaranteed and only a guide, as during busy periods this may change. It is a condition of this contract that Your approval of such overtime is granted although we will endeavour to minimise any disruption or inconvenience. Should any overtime or unsociable working hours be specifically requested by You or other any special arrangements charged for and agreed in the quotation, it may be necessary for us amend the quotation. These charges will explained at the time and prior to the overtime or unsocial working hours commencing. We will need access to the property at all reasonable time whilst the work is being executed and would expect free use of water electricity and gas to enable us to complete the work in accordance with this Contract.
6. Due to continuous improvements we make to our products and procedures, You shall have the benefit of any modification We may make to products and procedures prior to the Installation Date, albeit these changes may be made without prior notice to You. All illustrations within the Our literature and that of Our suppliers are subsequently intended as a guide only.
7. Any concession, latitude or waiver allowed by Us at any time shall be without prejudice to Our strict and full rights under this Contract and shall not prevent Us subsequently exercising such rights.
8. Payment of the contract balance will be automatically taken on the Installation Date using the details provided at the time of booking. If the payment fails, Your card will be re-attempted for the remaining balance. You have the right to remove the card details at any time and You can do this in writing or on the phone to Us (please see our website for contact details) . If You are in supply of heating and hot water and payment is not received within 7 days, We are entitled to report back to the credit reference agencies. When payments have been made to Our agent or representatives, We must retain a copy of the contract or invoice with the payment indicated and receipted by the person of whom the payment is handed. Cheques must be made payable in favour of 'Glow Green Limited' only if remedial work is necessary, We may hold a maximum of 10% of the value of the invoice until such work is carried out. Interest at 2% over Bank base rate, any overdue balance on a daily basis until payment is made.

9. All goods supplied remain Our property even though installed by way of a lien until fully paid for and We reserve the right of re-entry to remove any such goods whether fixed or otherwise, which remain unpaid for. The guarantee shall be null and void if payments are not made on the due dates and the above conditions not adhered to.
10. If You have entered into a Credit Agreement via one of Our nominated finance providers, the terms of their agreement will apply as part of this Contract. If the credit agreement is later cancelled, then subject to the terms of the 1974 Consumers Credit Act the contract balance will become immediately payable. This does not affect Your statutory rights. If the finance documents are not returned and You are in supply of heating and hot water, an invoice will be issued for the full installation cost minus any deposits paid at the time of booking. If You are in supply of heating and hot water and payment is not received within 7 days of the invoice date, We are entitled to report back to the credit reference agencies.
11. In the event of suspension or cancellation of the work at the request of You, or lack of instruction or delay on site caused by matters beyond Our control any extra expenses thereby incurred or losses suffered shall be chargeable to You along with reasonable addition for administration and overhead costs. This condition shall not be construed as to affect Your statutory or common law rights. If You do not provide us with at least 2 working days' notice before cancelling Your boiler installation, a £100 cancellation charge will be applied to Your next Utility Warehouse bill.
12. It is Your responsibility to ensure that any licence, permit or other authority necessary for the execution of the work is obtained and that existing property boundaries are correctly defined.
13. Whilst every care will be taken by Us, We accept no liability for any damages to plaster work, decoration, flooring etc, which may be consequent upon the carrying out of the work detailed, unless specifically provided for in the schedule(s) in the quotation. Cuts or holes made to allow for equipment will be made good but not permanently finished or redecorated. Floor boards will be re-instated or replaced when necessary but special and/or laminated floors cannot be permanently re-fixed. Any carpets which have to be lifted will be re-laid to the best of Our engineer'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 re-decoration may be required and this will be Your responsibility and is not included in the price. Similarly, We accept no responsibility for damage which is attributable to structural defect or weakness unless such damage results from negligence on Our part, or that of Our servants, workmen or assigns.
14. All new central heating systems/upgrades installed carry a comprehensive 3 year labour warranty from the Installation Date. No guarantee can be given however on the integrity or suitability of any existing components being connected to and We cannot be held responsible for the failure of any such components or defects existing within any part of the original system (i.e Radiators, pumps, Pipework, Showers Taps etc).
15. As it is necessary that all pipes are accessible We will not normally bury them in solid floors or walls and pipes will be exposed in these situations 'boxing in' of pipe-work is not included unless specifically detailed in the quotation. If We remove boxing, it will be down to the engineer's discretion if the boxing is to be put back.
16. Where combined boilers are supplied, hot water flow rates will be reduced if more than one tap or outlet is used simultaneously. This is not a fault and is a characteristic of most combination boilers.
17. It is Your responsibility to ensure a suitable gas supply and meter is available to the relevant property. Where this is not the case You will need to organise a supply via Transco or any other suitable pipeline provider. A gas meter will also be required which will need to be arranged separately with a gas supplier. Any costs incurred for the same are to be borne by You and are in no way part of this Contract unless specifically included in the quotation.
18. The price We quote does not include the cost of removing any dangerous waste materials, such as asbestos, that We could not reasonably identify when We gave You Your quote. You can call a specialist contractor to remove these dangerous materials or We may be able to arrange for them to be removed at an extra cost. When asbestos is removed You will need to produce a "site clearance for reoccupation" certificate, which You can get from the asbestos removal company, before We continue to work at Your property.
19. The price We quote includes removing all non-dangerous materials, including Your old boiler and central heating parts We replace.
20. Our engineers may need to gain access to the property main or garage roof – if a vertical flue is installed, condensation pipe coming from loft etc. We do not hold any liability for damage to a roof if engineers have to gain access.
21. When brickwork, stonework or other masonry has to be made good (e.g. original flue position from old boiler), We require You to provide the necessary bricks required for making good, with the correct quantity allowed for. We will not provide the bricks for these works unless specifically outlined in the quotation provided.
22. On the day of completion, should Our engineer not be able to commission the new boiler fitted by Us, due to a existing problem with the system, including: valves, controls, electrics and gas, a commissioning charge of £110 plus VAT will be applicable. In such circumstances, Our engineer will need to revisit Your property in order to commission the boiler.

23. Unless it is otherwise stated in the quotation and schedule of works, We will connect onto Your home's existing electrical system. If the boiler location is changed as part of the schedule of works, then a new fused spur may be required. Our quotation does not include the installation of a new fused spur, unless specifically stated. In the event that there is no fused spur present, the boiler will be commissioned on a temporary supply and it will be the home-owner's responsibly to upgrade the electrical supply to meet current regulations.
24. If the boiler is to be installed in the loft or at another high location, it is Your responsibility to install any relevant accessibility parts such as fixed loft ladder, lights, fixed surface/platform, hand rails etc.
25. As part of responsibility as Gas Safe Registered engineers, We are required to connect any gas appliance to a gas supply that is safe and sound. Consequently We will need to carry out a gas soundness test on the first of the installation of any new boiler or heating system.
26. Should be any leak or defect within the existing gas pipe work We would have no alternative but to condemn the supply, or take steps to make the supply safe as necessary or re-pipe the supply prior to the installation work being carried out. Although a rare occurrence, any such work is totally unforeseen and may have to be an extra amount to that shown in the quotation. The cold water flow rate shown in the quotation is measured using a flow measuring device in litres per minute at the time of the initial visit by our Sales Advisor. Flow rates can fluctuate depending on the age and condition of the water supply and the time of day the reading is taken. When brickwork, stonework or other masonry has to be made good e.g. Original flue position from old boiler, We are unable to provide a match for the existing materials due to restrictions on availability and effects of weathering over the years. Whenever possible we will endeavour to provide a similar finish. Should You wish to provide Your own materials for matching purposes, We will make allowance in the calculations of the price agreed in the quotation.

#### SECTION 4 - TEN YEAR BOILER GUARANTEE

1. If You have one of Our boilers installed by Us under these terms and conditions and you take out our optional Boiler & Home Cover insurance policy the You will be eligible for the Utility Warehouse Ten Year Boiler Guarantee (the conditions for which are contained in Our Boiler & Home Cover policy wording).

#### SECTION 5 - ANNUAL BOILER SERVICE

1. If You have taken out Boiler & Home Cover, You are entitled to a free of charge annual boiler service (available all year round). For more details please visit [www.uwdc.co.uk/boilerservice](http://www.uwdc.co.uk/boilerservice).

#### SECTION 6 – CANCELLATION AND COMPLAINTS

**Notice of Right to Cancel:** You have the right to cancel this contract if You wish. This right can be exercised by delivering, or sending notice to at any time within the period of 14 days starting with the date of receipt of this notice. The notice of cancellation is deemed to be served as soon as it is posted or sent or in the case of electronic communication from the day it was sent. If work on the above contract has begun, with Your written agreement, before the end of the cancellation period. You may be required to pay for any goods or services supplied. Any related credit agreement will automatically be cancelled if the contract for goods and services is cancelled. You may wish to use the cancellation form provided below: **If You wish to cancel the contract You must do so in writing and deliver personally or send (which may be electronic mail) this to the person named below. If You do not provide us with at least 2 working days' notice before cancelling Your boiler installation, a £100 cancellation charge will be applied.** **Cancellation Rights:** You are able to cancel Your installation and receive a full refund up to 14 days after payment is made. After 14 days, We will retain £500 for the materials and services provided. If You have arranged a loan agreement with one of our Finance Corporate Partners, You are within Your legal rights to cancel Your loan agreement at any time within 14 days of signing the loan agreement, which must be given in writing to Glow Green Ltd at Avalon, Floor 5, 26-32 Oxford Road, Bournemouth, Dorset, BH8 8EZ. However, if the installation has commenced within this time, You will become immediately liable to settle the full installation costs. **If You do not provide us with at least 2 working days' notice before cancelling Your boiler installation, a £100 cancellation charge will be applied to your next Utility Warehouse Limited bill.**

To cancel please visit the following website address: <https://www.glowgreenltd.com/finance-cancellation-form>

**Complaints:** Occasionally circumstances arise where problems can occur, giving rise to complaints. If You wish to make a complaint to us concerning our performance and failure of our obligations under the terms of this Contract You must email us at [boilercomplaints@utilitywarehouse.co.uk](mailto:boilercomplaints@utilitywarehouse.co.uk) setting out details of the complaint and we aim to respond in 14 days up to a maximum of 8 weeks.

Where we cannot resolve any complaints using our own complaints procedure, we use Dispute Resolution Ombudsman Ltd for dispute resolution. In the unlikely event of a complaint arising and You wish to refer the complaint to this service, please contact the Dispute Resolution Ombudsman on **0333 241 3209** or [info@disputeresolutionombudsman.org](mailto:info@disputeresolutionombudsman.org).

