

Boiler installation terms and conditions



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1 Definitions

- 1.1 **'Glow Green'** means Glow Green Limited.
- 1.2 **'Installation Date'** means the date We install **Your** boiler.
- 1.3 **'We, Our Us'** means Glow Green Limited.
- 1.4 **'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.

2 General terms

- 2.1 Glow Green, a subsidiary of Utility Warehouse Limited, is responsible for the installation, registration, management, billing and administration of **Your** boiler.
- 2.2 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 **Our** finance partners.
- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 The entire copyright of a system design is owned by **Us**.
- 2.7 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.
- 2.8 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.
- 2.9 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.
- 2.10 **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. 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.
- 2.11 No variation of terms and conditions set out herein shall be effective unless agreed in writing by both parties.

- 2.12 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.
- 2.13 The Contract price quoted is subject to any changes in Value Added Tax.
- 2.14 **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** co firming that any unpaid sums have been assigned to Utility Warehouse Limited shall be conclusive proof that such assignment has taken place.

3 Finance terms and conditions

- 3.1 **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.
- 3.2 **We** work together with our finance partners to be able to offer the best package to suit **You**.
- 3.3 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.

Representative example (Subject to status and credit checks)		
Cash price	Deposit payable	Total amount of credit
£1,865.12 <small>(inclusive of 10% discount)</small>	£0	£1,865.12
Total amount repayable	Repayable by 120 monthly instalments of	Representative APR
£2,894.40	£24.12	9.9% (fixed)
Rate of interest	Duration of agreement	Total interest
9.9% a year (fixed)	120 months	£1,029.28

4 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

- 4.1 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.
- 4.2 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.
- 4.3 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**".
- 4.4 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.
- 4.5 **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** to amend the quotation. These charges will be 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.
- 4.6 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.

- 4.7 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.
- 4.8 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.
- 4.9 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.
- 4.10 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.
- 4.11 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.
- 4.12 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.
- 4.13 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.

- 4.14 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).
- 4.15 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 pipework 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.
- 4.16 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.
- 4.17 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.
- 4.18 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.
- 4.19 The price **We** quote includes removing all non-dangerous materials, including **Your** old boiler and central heating parts **We** replace.
- 4.20 **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.
- 4.21 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.
- 4.22 On the day of completion, should **Our** engineer not be able to commission the new boiler fitted by **Us**, due to an 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.

- 4.23 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 responsibility to upgrade the electrical supply to meet current regulations.
- 4.24 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.
- 4.25 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.
- 4.26 Should there 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. A though 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.

5 Ten year boiler guarantee

- 5.1 If **You** have one of Our boilers installed by **Us** under these terms and conditions and **You** take out our optional Boiler and Home Cover policy then **You** will be eligible for the Utility Warehouse Ten Year Boiler Guarantee provided **You** continue to hold cover (the conditions for which are contained in Our Boiler and Home Cover Policy wording).

6 Cancellation and complaints

6.1 Notice of right to cancel

You have the right to cancel this contract within 14 days without giving any reason. The cancellation will expire 14 days after the date you receive your boiler. This right can be exercised by delivering, or sending notice to **Us** clearly informing **Us** of **Your** decision to cancel by using the cancellation form <https://www.glowgreenltd.com/finance-cancellation-form>, by calling **Us** on **0333 777 3221**, by email at **boilercomplaints@uw.co.uk** or by writing to **Us** at, Glow Green Ltd at Avalon, Floor 5, 26-32 Oxford Road, Bournemouth, Dorset, BH8 8EZ. To meet the cancellation deadline, it is sufficient for **You** to send your communication telling **Us** **You** want to cancel before the cancellation period has expired (with adequate postage if sent by post).

If **You** do not provide **Us** with at least 2 working days' notice before cancelling **Your** boiler installation, a £250 cancellation charge will be applied, **We** reserve the right to add this to your next Utility Warehouse bill.

6.2 Effects of cancellation

If **You** cancel this contract, we will refund all payments **We** have received from **You**, including the costs of delivery. **We** may make a deduction from the refund for loss of value in any goods supplied, if the loss is a result of unnecessary handling or use by **You**. **We** will refund **You** without undue delay and not later than 14 days after we receive back from you any goods supplied or (if earlier) 14 days after the day **You** provide evidence that **You** have returned the goods. **We** will refund **You** using the same means of payment as **You** used for the initial transaction, unless expressly agreed otherwise.

You will be responsible for returning any goods provided to **You**. The costs of returning the goods are likely to be high and could cost up to £250.

If work on the above contract has begun, with **Your** agreement, before the end of the cancellation period **You** will become liable for the cost of any work carried out prior to cancellation. If the goods cannot be uninstalled **You** will lose **Your** right to cancel. If **You** have asked us to carry out the installation within 14 days in order to complete urgent maintenance or repairs, **You** will lose the right to cancel.

Any related credit agreement will be automatically cancelled if the contract for goods and services is cancelled.

6.3 Cancellation Rights - Loan Agreement (if applicable)

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. 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 day's notice before cancelling your boiler installation, a £250 cancellation charge will be applied.

To cancel please visit the following website address:

<https://www.glowgreenltd.com/finance-cancellation-form/>

6.4 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@uw.co.uk** setting out details of the complaint and **We** aim to respond (usually within 14 days but up to a maximum of 8 weeks)

Where we cannot resolve a complaint relating to the installation of your boiler or heating system within 8 weeks, or in cases where you remain dissatisfied by our proposed resolution, you may refer your complaint to the Furniture & Home Improvement Ombudsman for dispute resolution. In the unlikely event of a complaint arising and you wish to refer the complaint to this service, please contact the ombudsman by visiting this website <https://www.fhio.org/dispute> or you can call them on **0333 241 3209**.

Where we cannot resolve a complaint relating to a loan agreement arranged through us, you may have the right to refer the complaint to the Financial Ombudsman Service, free of charge (within certain timescales). Further information on this will be included within our final response to your complaint.

To download a copy of our complaints procedure please [click here](#).

Utility Warehouse Limited is a wholly-owned subsidiary of Telecom Plus Plc. Registered office: Utility Warehouse, Network HQ, 508 Edgware Road, The Hyde, London NW9 5AB

For general insurance purposes, Utility Warehouse Limited is authorised and regulated by the Financial Conduct Authority.

For credit booking purposes Utility Warehouse is authorised and regulated by the Financial Conduct Authority under firm reference number 766672.