

CORGI HomeHeat

Terms and conditions - Central heating installation

1. OUR CONTRACT

1.1. This contract is between you and us:

(a) you are the person who has received a quote for the installation of a boiler, either by filling in our online order form or over the phone.

(b) we, us, our or **CORGI HomeHeat** is OVO (S) Gas Limited, a company registered in England and Wales (no. 02716495) at 1 Rivergate Temple Quay, Bristol, England, BS1 6ED.

1.2. When we refer to:

(a) the boiler we mean the boiler we will install at the property under this contract;

(b) the boiler manufacturer, we mean the original equipment manufacturer of the particular boiler that you have chosen as part of your quote;

(c) a cancellation period, we mean the period of 14 days from your acceptance of the quote. During the cancellation period, you have a legal right to change your mind – see section 9;

(d) the engineer, we mean one of our approved engineers or subcontractors who are fully qualified and Gas Safe registered to install the equipment at the property. Your engineer will carry an identity card;

(e) the equipment, we mean the boiler and any other equipment that is installed at the property under this contract;

(f) the property, we mean the property or premises at which the equipment will be installed;

(g) your quote, we mean the quote generated either by our online order form at www.corgihomeheat.co.uk, a quote generated over the telephone following a conversation with one of our sales advisors, or after a visit from one of the engineers and subsequent provision of order form via email;

(h) the work, we mean all work carried out by the engineer relating to the installation of the equipment; and

(i) a working day, we mean any day other than a Saturday, a Sunday or a bank holiday in England, Scotland or Wales. All other references to a day refers to a calendar day.

2. ACCEPTING YOUR QUOTE

2.1. By accepting these terms and conditions and accepting the quote (by making payment in full, paying a deposit or being accepted for finance), you are agreeing to purchase the equipment and for us to carry out the work to install it.

2.2. Your quote is valid for 21 days from the date of the quote, unless it states otherwise.

2.3. If you do not accept the quote within the period referred to in section 2.2 or if we have not begun the work within 21 days of your acceptance because:

(a) you have not provided us with all the information we need to begin the work;

(b) you tell us you've changed your mind; or

(c) you ask us to begin the work at a later date,

your quote will no longer be valid and you will need to obtain a new quote.

2.4. You must be over 18 to enter into this contract or accept a quote.

3. YOUR QUOTE PRICE AND PAYMENT

3.1. The price stated in your quote will apply, unless any additional charges apply:

(a) under section 6 (Delays in installation);

(b) under section 3.3; or

(c) as a result of any changes to the work set out in your quote which results from inaccurate information you have provided to us.

3.2. The price in your quote includes:

(a) VAT at the current rate; and

(b) the cost of removing all non-dangerous materials, including your old boiler and central heating parts we replace.

3.3. The price in your quote does not include:

(a) any changes or additional work which you ask for that was not included in your quote;

(b) any additional work not included in your quote that is required to install the equipment, where such additional work:

i. was not reasonably evident from the information in the online form;

ii. was not reasonably evident from the engineer's visit at the property (if undertaken); or

iii. is as a result of incorrect or untrue information that you provided to us or where information is missing, and you'll be responsible for any losses we suffer as a result of incorrect, untrue or missing information;

(c) the cost of removing any dangerous waste materials, such as asbestos, or any materials that we couldn't reasonably identify when we gave you your quote. You can call a specialist contractor to remove dangerous materials or we may be able to arrange for them to be removed at an extra cost;

(d) any cost for lifting carpets or taking up all or some other floor coverings, including but not limited to tongue-and-grooved floor coverings, parquet, hardwood, rubber or tiled floors, so we can complete the works. We will give you as much notice as possible if we need you to do this. You can call a specialist contractor to do this work or we may be able to do it for you at an extra cost. If we do any of this work for you we will only be responsible for any unnecessary damage caused directly by our negligence and it will be your responsibility to put the flooring back once the work is completed;

(e) any costs associated with scaffolding, which we reasonably require to assist with the installation of the equipment

(f) any costs associated with removing a back boiler are not covered by your quote unless explicitly stated;

(g) any cost for you to redecorate, repair or restore certain areas once the work is completed; and

(h) any reasonable costs we charge you where you fail to keep the agreed appointment time for the installation of the equipment.

3.4. If any additional work is required pursuant to section 3.3, we will explain why. If we are able to carry out the additional work, we will inform you of the costs in advance and you have no obligation to continue with the work if you do not wish to pay them. We may need to arrange for additional work to be undertaken at another time.

3.5. In some circumstances, it will be necessary for an engineer to carry out an inspection of your property before we can confirm your quote or guarantee you an installation appointment and a member of our operations team will contact you if this is the case.

3.6. We may require a deposit from you in advance. This is required to enable us to place an order for your equipment and to reserve your installation date. If you've paid a deposit, then we will confirm your payment details and preferred payment method and will provide you with an invoice for the remaining amount.

3.7. If you have asked for a next day or weekend appointment, you will be required to pay an appointment surcharge. This will be included in your quote.

3.8. You'll need to either:

- (a) pay your invoice in full.
- (b) be accepted for finance.

3.9. If we've provided you with an invoice, payment of the invoice will either:

- (a) be made by you using the details in the invoice by the due date specified on the invoice; or
- (b) if you enter into a credit agreement with a finance provider introduced by us in order to fund the cost of this contract, payment of the invoice will be automatically processed between us and the finance provider when the balance becomes due. You will need to enter a separate agreement with that finance provider and the terms of this contract will apply. If the credit agreement is later cancelled, then subject to the terms of the 1974 Consumer Credit Act, the contract balance will become immediately payable. This does not affect your statutory rights. OVO (S) Gas Limited, trading as CORGI HomeHeat, is authorised and regulated by the Financial Conduct Authority under firm reference number 957641 as a credit broker not a lender.

3.10. If you do not pay us any sum due under this contract when due, we can charge you interest at 4% per year above the current Bank of England base rate, which will be charged daily on the overdue amount you owe until you pay the overdue amount plus interest.

3.11. You own the equipment once we have received payment in full.

4. YOUR OBLIGATIONS

4.1. You warrant that:

- (a) you either own or live in the property;
- (b) you have permission to sign up to this contract for the property;
- (c) the information you provide to us in the online order form or the engineer's visit is true and accurate;
- (d) you have an adequate gas and electricity supply to your property. We can put you in touch with a gas or electricity distribution company to arrange this if you need us to;
- (e) you will keep your contact details (including email address and mobile phone number) up to date. We will use these details to contact you with information about the works; and
- (f) you will keep the equipment secure and dry once it has been delivered. Equipment will be your responsibility from the time it is delivered to the address you gave us. If equipment is damaged, removed or packaging opened then you will be liable for any costs or losses including both the cost of replacing equipment and the cost of labour.

4.2. You may need additional permissions in the following circumstances before signing up to this contract:

- (a) if you do not own your property (e.g., you live in social housing or have a lease with a landlord), you may need your landlord's or local council or authority's permission to carry out the work;
- (b) you may need to get a party wall agreement with any neighbouring properties; or
- (c) if you live in a listed building, you may need to get permission from your local planning authority to carry out the work.

4.3. Unless you tell us otherwise, we will assume that you have these permissions. We won't be responsible if we carry out work and you don't have the necessary permissions. You'll be responsible for any losses we suffer as a result of you failing to get the right permissions.

5. ACCESS TO YOUR PROPERTY AND INSTALLATION

5.1. You agree to provide safe access to your property to one of the engineers to carry out the works (and a site visit if we deem it necessary), at the date and time agreed between us and you. Either you, or somebody else who can give instructions on your behalf (and is 18 years or over) must be present.

5.2. We'll take reasonable care to carry out the works without causing unnecessary damage to the property.

5.3. You acknowledge that the installation of the equipment (including removing or dismantling existing fixtures and fittings) may cause some incidental damage and this will be your responsibility. We will not be responsible for fixing this incidental damage.

5.4. You also acknowledge that sometimes we have to do extra work if we cannot use existing pipework or wiring to install the equipment, and this can cause damage to things like inside and outside finishings (for example, wall coverings and paint). You may need to redecorate, repair or restore certain areas once the work is completed. This is not included in the price we quoted and you will be responsible for this.

5.5. We'll fix any unnecessary damage that is not incidental and is directly caused by our negligence.

5.6. We will need to test your water and gas supply pressure before we start work.

6. DELAYS IN INSTALLATION

6.1. We'll make every effort to complete the works in the time frames set out in the estimate.

6.2. Where we are responsible for a delay in your installation date and you have paid an appointment surcharge, we will refund you the value of the appointment surcharge.

6.3. We're not responsible for delays to the works in the following circumstances:

- (a) the reasons in section 3.3 above;
- (b) where our engineer is not given access (or safe access) to the property;
- (c) matters outside our reasonable control including (but not limited to) severe weather conditions, epidemic, civil disorder, terrorist activity, war and government action, industrial disputes, strikes that we are not directly involved in or if we find that species (for example bats, birds, butterflies and dormice) or plants that could be subject to special protection are found to be present in your property;
- (d) a health and safety risk to our engineers;
- (e) the information you have given us is incorrect;
- (f) we find, while undertaking the works, some additional complexity in the installation which was not evident from the online survey or from the engineers visit prior to installation and which causes a delay to the works;
- (g) installation of equipment requires the agreement or consent of someone else, for example your landlord or the local council or authority;
- (h) unavailability of equipment, including where we are not able to deliver the equipment to the property due your unavailability or a delivery description that you have not made us aware of.

6.4. We won't start or continue any work at your property if we believe there's a health and safety risk to our engineers (for example, hazardous chemicals, pest infestations, verbal or physical abuse, or harassment), and we won't return to complete the works until that risk is resolved. 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 can continue to work at your property.

6.5. You will let us know if there are any local restrictions that could impact the delivery of the equipment, for example local parking restrictions, steep stair climbs or long carrying distances. If a redelivery is required because you don't let us know of a delivery restriction, we will not be responsible for delays and we reserve the right to charge the cost for a redelivery and any other associated costs.

6.6. We won't pay any compensation if we can't complete installation of your equipment during the appointment. However, we'll make another appointment with you for an appropriate time to complete the work.

6.7. Where there are likely to be delays, we will let you know as soon as possible and agree new time frames with you. The time it takes us to complete the work has no effect on the price we quoted you.

7. EQUIPMENT GUARANTEE AND LABOUR WARRANTY

7.1. After the works are completed, we will automatically register the boiler with the boiler manufacturer and email you details of the guarantee. Please read the manufacturer's guarantee carefully. The manufacturer warranty will be subject to the terms and conditions set out by the manufacturer. It is your responsibility to ensure you comply with the terms of this guarantee. You must notify the boiler manufacturer of any claim under the manufacturer guarantee as soon as reasonably possible once you become aware of the fault. The contact details for the manufacturer can be found by contacting sales@corghihomeheat.co.uk

7.2. In addition to the manufacturer's guarantee, we will provide you with a workmanship warranty for 12 months from the date of installation of the equipment (CORGI HomeHeat guarantee). This means that, where you prove to our reasonable satisfaction that the works we carried out are defective, we will remedy that defective workmanship at our cost. The CORGI HomeHeat guarantee apply to the works that we carry out as part of this contract. You must notify us as soon as possible about any fault or default to the works after the defective workmanship is discovered, and at all times, within 12 months of the installation. The availability of the CORGI HomeHeat guarantee does not affect your rights against us under the Agreement or the law generally.

7.3. You are responsible for maintaining full and accurate service records for all equipment and without such records, the CORGI HomeHeat guarantee (and the manufacturer guarantee) may be void.

8. OUR LIABILITY

8.1. We are responsible for the engineer we use to carry out the works.

8.2. We won't be responsible for:

- (a) any delays in installation (other than refunding an appointment surcharge in accordance with clause 6.2);
- (b) the cost of repairing or replacing parts of the equipment which later develop a fault, unless it's due to work we carried out that caused the fault;
- (c) if your existing shower is not compatible for any reason with the new equipment;
- (d) any damage at the property which is attributable to structural defects or weaknesses unless such damage results from negligence on our part;
- (e) any costs, loss or damage you suffer from any delay or failure in providing the equipment which is caused by events outside our reasonable control;

(f) any costs, loss or damage you suffer as a result of not using the equipment in line with our instructions, including any user guides;

(g) any loss or damage you suffer caused by us, our employees or agents to the extent such loss or damage results from any breach by you of this contract;

(h) any loss or damage that we couldn't reasonably have expected would result from breach of this contract at the time you entered into it (including negligence and breach of statutory duty);

(i) any deliberate damage or vandalism of the equipment;

(j) a variation in a flow rate of water to any installed equipment;

(k) any failure by you or a third party 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;

(l) a failure of your central heating system to work properly because your water supply becomes inadequate or keeps changing, unless we were negligent in how we tested your water pressure;

(m) pre-existing faults to your existing system;

(n) where your existing system later develops a fault after we have connected new equipment to your existing system, where those faults were already there when your boiler or system was installed, or were caused by anybody other than us when any changes or additions were made to your system or where we couldn't reasonably have been expected to know about before. E.g., faulty pipes which are not visible.

8.3. The terms of this contract will not affect our liability to you for death or personal injury as a result of our negligence, fraud or fraudulent misrepresentation.

8.4. Our liability (including for negligence and breach of statutory duty) is limited to £10,000 for each unconnected event that we're directly responsible for, or £10,000 in total for any connected series of events that we are directly responsible for, and which has caused you loss or damage.

9. TERMINATION

9.1. Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, when contracts are considered to be agreed away from the trade premises or at a distance, you can cancel your contract during the cancellation period.

9.2. You can cancel this contract without incurring a termination fee, provided that:

(a) you phone us on 0800 085 6398 or email us at sales@corghihomeheat.co.uk to tell us;

(b) the engineer has not yet attended the property to install the equipment; and

(c) you have not told us that you would like us to start the works before your cancellation period ends.

9.3. Prior to installation commencing you will be asked to make an "express request" in writing confirming that you are happy for work to begin during the cancellation period to sales@corghihomeheat.co.uk or to CORGI HomeHeat, 1 Masterton Park, South Castle Drive, Dunfermline, KY11 8NX. If you make an "express request" for the work to start you can still cancel within the cooling off period as long as the installation is not completely finished. However, if you do cancel after making the "express request" you will be liable for any work performed up to the point of cancellation.

9.4. If you cancel this contract after work has started, we will charge you our reasonable costs for:

(a) any work already carried out;

(b) any equipment already installed and consumables used at your property.

9.5. You won't be able to cancel once work is fully completed or the equipment has been installed into the property. We can deduct our costs from any deposit you've paid or bill you for them.

9.6. If there is a significant delay in the works being carried out after the cancellation period that was not caused by you, or was not caused by events beyond our control, then you will have a right to cancel this contract and receive a full refund (within 14 days of the cancellation) provided you notify us prior to the works taking place by phone on 0800 085 6398 or email at sales@corgihomeheat.co.uk.

9.7. We can cancel this contract at any time by giving you written notice. If we cancel this contract without good reason, we will pay you any reasonable costs you have incurred as a direct result of our cancellation.

10. CREDIT CHECKS, SHARING YOUR INFORMATION AND PERSONAL INFORMATION

10.1. We will use your information to provide you with a quote. If you decide to apply for credit, we will share your information with our finance provider.

10.2. Before we enter into the contract with you, and during your contract with us, we look at any information on you that we have, and we may share your personal information with credit reference agencies and/or fraud prevention agencies.

10.3. In addition, to help us optimise our service to you and other customers, you agree that we may access any data or information relating to the works at the property. This includes any communication we have with you, including phone conversations and emails, to make sure that we are providing a good service and meeting our regulatory and legal responsibilities.

10.4. Information supplied to us may be used to:

- (a) provide the works to you and optimise and improve that service;
- (b) verify your identity;
- (c) use scoring methods to assess your application and help us choose what payment method is right for you;
- (d) prevent crime, fraud and money laundering;
- (e) trace your whereabouts and recover debts that you owe; and
- (f) undertake statistical analysis and testing, which could include personal details and your equipment use. This could be used to create personal profiles.

10.5. Information supplied to us will stay on your credit checking history (a footprint) whether you receive the equipment from us or not. It may also affect your credit rating.

10.6. If you fail to pay us any money you owe, this information may be passed to credit reference agencies and/or fraud prevention agencies. The credit reference agencies keep records for six years after:

- (a) you pay the debt; or
- (b) someone takes action against you to recover the debt.

10.7. Your data will not be used to create a blacklist.

10.8. You can contact the credit reference agencies currently operating in the UK – their current details are below. The information they hold may not be the same so it is worth contacting them all.

- (a) TransUnion, Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0870 0601414;
- (b) Equifax PLC, Credit File Advice Centre, PO Box 3001, Bradford, BD1 5US or call 0870 010 0583 or log on to www.moneysavingexpert.com/loans/check-free-credit-report; and
- (c) Experian, Consumer Help Service, PO Box 8000, Nottingham NG807WF or call 0844 4818000 or log on to www.experian.co.uk.

10.9. In addition to this section 10, you agree that we can use your personal information and data in accordance with our privacy policy, available here: www.corgihomeheat.co.uk/privacy-policy

11. COMPLAINTS AND GETTING IN TOUCH

11.1. You can complain or ask a question in person, in writing or over the phone by:

- (a) calling us on 0800 085 6398;
- (b) emailing us at sales@corgihomeheat.co.uk; or
- (c) writing to us at CORGI HomeHeat, 1 Masterton Park, South Castle Drive, Dunfermline, Fife, KY11 8NX.

11.2. We will aim to respond to your complaint the same day we receive it. If you're not happy with our response, you can ask for your complaint to be escalated to our internal complaints team, who will be in touch within five working days.

12. OTHER CONDITIONS

12.1. No variation of a quote (including a change in materials or specifications) will be effective unless made in writing or electronically.

12.2. We can transfer any of our rights or obligations under this contract without your permission. However, you must not transfer your rights or obligations under this contract to anyone without our permission.

12.3. If we need to give you a notice in connection with this contract, we may deliver it by hand or use the postal address and/or email address you have given us most recently.

12.4. If we post a notice to you, it will be assumed to have been delivered two working days after it was posted.

12.5. If we deliver a notice to you by hand or by email, it will be assumed to have been delivered immediately when it was delivered or sent to the most recent address we have for you (as applicable).

12.6. This contract, the quote and any documents explicitly referred to in them, are the entire contract between you and us.

12.7. Nothing in this contract affects our legal rights or powers. Nothing in this contract affects any of your statutory rights that can't be excluded by law.

12.8. If any part of this contract is void or unenforceable, the rest of the contract will be unaffected.

12.9. This contract is governed by the laws of England and Wales. If there is any dispute between us, it will be dealt with by the courts of England and Wales if your property is England or Wales, and by the courts of Scotland if your property is in Scotland.

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