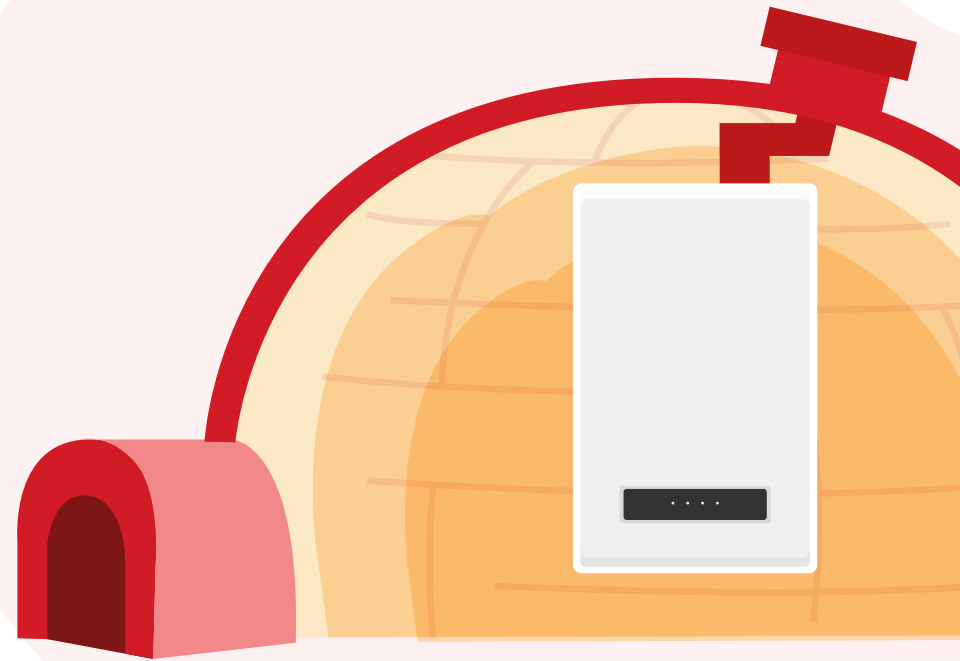


A summary guide for your

Boiler Installation Agreement

24|7 STAYWARM

Boiler Installation with
24|7 StayWarm



Terms and Conditions

Welcome to 24|7 StayWarm

TERMS AND CONDITIONS

The Customer who has engaged 247 STAYWARM Ltd to co-ordinate and carry out Installation work specified in the order summary provided with these terms is subject to the following terms and conditions.

WHO ARE WE?

'StayWarm' a trading style of 247 StayWarm Ltd, a company registered in England and Wales. Our company registration number is 11387607 and our registered office is Parkhill Business Centre, Padiham Road, Padiham, BB12 6TG. Our registered VAT number is 223 0993 22.

HOW TO CONTACT US?

How to contact us. You can contact us by telephoning our customer service team at 0333 358 0075 or by writing to us at Parkhill Business Centre, Padiham Road, Padiham, BB12 6TG, or email enquiries@247staywarm.co.uk.

HOW WE MAY CONTACT YOU?

How we may contact you. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your Order. "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails. If you wish to change/restrict the way in which we make contact, please contact us on 0333 358 0075.

DON'T FORGET TO SIGN THE LAST PAGE OF THIS DOCUMENT



Please read through these terms and conditions as it includes important information regarding your Boiler Installation.

1. INTERPRETATION

The following definitions and rules of interpretation apply to this agreement:

DEFINITIONS

a. StayWarm: is a Trading Style of 247 StayWarm Ltd. Reference to StayWarm in this document refers equally to 247 StayWarm Ltd.

b. BUSINESS DAY Means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

c. CONSTRUCTION PRODUCTS REGULATIONS Means the Construction Products Regulations 2013 (SI 2013/1387), the Construction Products Regulation (305/2011/EU), the Construction Products Regulations 1991 (SI 1991/1620) and the Construction Products Directive (89/109/EC).

d. APPROVED ENGINEER Means a qualified engineer (gas Safe registered) who we instruct to install the Boiler.

e. HARMFUL Means materials, equipment, products or kits that are generally accepted, or generally suspected, in the construction industry at the relevant time as:

- i. posing a threat to the health and safety of any person; or
- ii. posing a threat to the structural stability, performance or physical integrity of the Works or any part or component of the Works; or
- iii. reducing, or possibly reducing, the normal life expectancy of the Works or any part or component of the Works; or
- iv. not being in accordance with any relevant British Standard, relevant code of practice, good building practice or any applicable agreement certificate issued by the British Board of Agreement; or
- v. having been supplied or placed on the market in breach of the Construction Products Regulations.

f. DUE DATE Means the day of the completion of the Works in question.

g. ORDER/ORDER FORM Your order for the Boiler and Services, setting out the cost of the Boiler and the Services.

h. BOILER The Boiler stated in your Order (or a substitute Boiler of similar specification) together with its connection to your Central Heating System (which shall mean all parts of such system other than the Boiler).

i. ASSISTANCE The reasonable assistance of an Approved Engineer during attendance at your Property to install the Boiler.

j. INSTALLATION DATE The date confirmed by us for installation of a Boiler following a satisfactory Survey and the terms "Installation" and "Install" shall mean the actual completion of the process of installation.

k. COMMENCEMENT DATE Within 14 days of signature of the Order by you and, further, confirmation of the Installation Date by us after completion of a satisfactory Survey of your Property.

l. CENTRAL HEATING SYSTEM The system of radiators and pipes and flues for the heating of your Property by the Boiler that you have in situ at the time of the Survey.

m. SURVEY The survey of your Property and your current Boiler and Central Heating System undertaken by us under Clause 2.

n. EVENTS OUTSIDE OUR CONTROL Means any act or event beyond our reasonable control, including without limitation strikes, lock outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; ill health; etc

o. GOOD INDUSTRY PRACTICE Means levels of performance which would reasonably be expected from a skilled and experienced provider of services of the same or similar nature.

p. PROPERTY Means the property which you own solely or jointly with someone else where the Works shall take place.

q. WORKS Means the work required to complete the installation on behalf of 247 StayWarm by an Approved Engineer for you at the Property, as detailed in the Order Summary.

r. AUTHORISED REPRESENTATIVE means a person authorised by you to be present during the installation and/or to discuss your account or report any issues in relation to the Boiler. We must be notified of your nominated person in writing prior to installation.

s. SATISFACTION NOTE is an agreement signed when the Boiler installation is complete and satisfactory.

2. SURVEY

a. The supply of a Boiler shall be subject to, and conditional upon, the conduct and consideration by us of a pre-Installation Survey of your Property and your Central Heating System, to determine whether it is feasible for us to supply the Boiler at your Property.

b. If, in consequence of the Survey, it becomes apparent to us, in our unfettered professional judgment, that it would be unsafe or otherwise not feasible for us to supply and Install the Boiler or would be uneconomic to do so at the price stated in your Order, then we may cancel the agreement.

c. This agreement shall be read subject to any reservations, pre-conditions, qualifications, or limitations expressed, or conditions precedent, to Installation or, stipulated in the Survey.

d. We may, in such Survey, in exceptional circumstances specify any pre-agreement remedial work which needs to be undertaken by you (or contractors appointed by you prior to Installation), and, propose and agree an alternative Installation Date, subject to your written confirmation that such remedial work has been undertaken, before entering into an agreement with you.

e. You shall be free to cancel your Order at that juncture, or have such remedial work undertaken (and confirm in writing to us that such work has been undertaken) or, in the further alternative, instruct our Approved Engineers, to undertake the work specified in the Survey, on the condition that you agree to pay us the costs stated in the Survey of remedial work identified.

f. The Survey is undertaken by us without charge, and is solely intended for our own business purposes, and to enable us to determine whether we are able to supply the Boiler at your Property. You may not rely upon the Survey for any purpose other than in relation to the supply of the Boiler under this agreement, or by any third party for any purpose whatsoever. For the avoidance of doubt, the Survey which we undertake is not a chartered surveyor's or structural engineer's survey, and we shall not be obliged to carry out either such survey of your Property (or those parts of it that are potentially affected by the process of Installation) or inspect aspects of your Property that are not immediately apparent to the naked eye (e.g. concealed pipework etc.) prior to Installation.

g. Unless any structural defect should have been reasonably apparent to someone of the Approved Engineer's professional expertise and skill, upon reasonable visual inspection of the areas potentially affected by the process of Installation, neither we nor they guarantee, warrant or provide any assurance that your Property is free from such defects prior to, or during the process of, Installation, and we shall not be responsible for damage which occurs, or is caused, as a direct consequence of such pre-existing defects other than any damage caused by a breach of the Approved Engineer's duty of care and skill.

TERMS AND CONDITONS

3. OUR AGREEMENT WITH YOU

How we will accept your Order:

- a.** Our acceptance of your Order will take place when we email you to accept it, at which point an agreement will come into existence between you and us.
- b.** If we are unable to accept your Order, we will inform you of this and any agreement will cease. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- c.** Your Order number. We will assign an Order number to your Order and tell you what it is when we accept your Order. It will help us if you can tell us the Order number whenever you contact us about your Order.
- d.** We only sell to the UK. Our website is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

4. OUR PRODUCTS

Products may vary slightly from their pictures. The images of the Boiler on our website are for illustrative purposes only. Your product may vary slightly from those images.

5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the agreement (see Clause 11 - Notice of your right to cancel).

6. OUR RIGHTS TO MAKE CHANGES

Minor changes to the products. At any time between the coming into effect of this agreement and the date of installation we may change the Boiler to be supplied under this agreement:

- i.** to reflect changes in relevant laws and regulatory requirements; and
- ii.** to implement minor technical adjustments and improvements. These changes will not affect your use of the product.

7. QUALITY ASSURANCE

We shall use our reasonable endeavours to ensure that:

- a.** The Works will be carried out and completed to a proper standard compliant with Good Industry Practice.
- b.** The Approved Engineer will use workmanship and materials of the quality and standard expected of a qualified and experienced professional undertaking the design of works similar in scope and character to the Works.
- c.** The Approved Engineer shall not specify or use anything in the Works, which at the time of specification or use, is Harmful.
- d.** We will provide a 12 month Warranty on the Installation carried out by our Approved Engineer. (see end of this agreement for the Warranty).

8. AGREEMENT FOR WORKS

Exclusion of Your Existing System: The Warranty applies only to your new Boiler, its timer and controls and does not extend to cover your existing wider central heating and plumbing system (any components not supplied by StayWarm such as existing radiators, pipe-work, showers, taps etc.) or the drains at your Property. Whilst StayWarm will endeavour to advise you of any potential problems or issues with your existing system which are obvious on a visual inspection of the easily accessible parts of that system prior to commencing the Works, StayWarm will not be obliged to carry out a detailed inspection of all parts of that system (for example, of any pipes buried under floorboards) and all installations are carried out by StayWarm on the assumption that your existing system is and will be maintained by you in a satisfactory condition. Unless directly caused by a breach by StayWarm of this agreement, StayWarm will not be responsible for repairing any faults or issues which may develop in future with your existing system and/or drains and/or for any loss or damage which may be caused by your existing system and/or drains.

Shower Connections: In particular, you should be aware that due to the wide variety of showers installed in UK homes, it is not possible to guarantee that your new Boiler will be compatible with your existing shower and whilst StayWarm will endeavour to assess whether this is a risk prior to installing your new Boiler, StayWarm will not be liable to you.

a. The Works 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. We will not handle asbestos ourselves and if we discover asbestos at the site, either during the survey or the actual installation, we will cease to continue to operate until the asbestos is removed safely. Once the 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.

- b.** The Works does include removing all non-dangerous materials, including your old Boiler and central heating parts we replace.
- c.** Any time frames we give you are our best estimates and we will endeavour to honour these time frames as best as we can. 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 impact on the price we have quoted. We will not be liable for any delays caused by Events Outside Our Control.

d. In order to prepare for the installation, we may ask you in advance to make the necessary preparations to ready the site for the Works required. This may include lifting carpets and detaching floor coverings. This will be communicated to you during the quotation process and in more detail during any survey that may take place prior to the commencement of the Works. You may use a third party to make the necessary preparations or we may be able to do it for you for an additional fee. 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 Works are completed.

e. This agreement does not provide you with any recourse for any damage which may be caused to the property when creating access, its contents, fixtures, fittings, floorings or sanitary ware unless such damage is as a result of our engineer's negligence. If you do not want our engineer to create access, we will be unable to progress your installation until you have arranged for access to be made.

f. We will take great care to carry out the Works without causing damage to your property. If we cause unnecessary damage because of negligence we will endeavour to remedy it. In some cases, we may have to carry out additional pipework and wiring in order to accommodate installing a new Boiler, potentially causing minor damage to finishing's such as 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.

g. We will not be responsible for the replacement of floorboards, tiles, cupboards, or any other items which need to be dislodged in order to create the necessary access for the engineer to install the new system. We will also not be responsible to make good on old flue holes, old cylinder vaults/floors or other apertures exposed by the removal of the old system.

h. If your Property is a listed building, it is your obligation to inform us of this and ensure that you get any permission you need before we start the Works. If you do not get the permission you need, you may be prosecuted in the criminal courts. We will not be able to start any Works if you have not got the appropriate planning permission or if you are unable to give us evidence that you have this permission. If we carry out work on the property and you have not got permission or have given us false or inaccurate information, you will compensate us for any losses we suffer because of your failure to obtain permission, which may include court fines and penalties.

i. You are responsible for notifying us of any local restrictions that could impact the delivery of goods, for example local parking restrictions, steep stair climbs, stair climbs longer than 20 steps, or on foot carrying distances greater than 30 metres. If a redelivery is required because of an undeclared delivery restriction we may charge the cost for a redelivery and any other associated costs.

j. By entering into this agreement, you are warranting that you are the lawful owner of the site where the installation is taking place. If you are a Tenant you are unable to enter into this agreement. Further as a tenant, it is your obligation to inform us of this and subsequently provide evidence of your landlord's permission for the commencement of Works. If we carry out work at the landlord's property and you have not got permission or have given us false or inaccurate information, you will compensate us for any losses we suffer because of your failure to get your landlord's permission.

k. You or your Authorised Representative must be present at the property for when the Works are scheduled to take place and agree that if a delivery is aborted due to no one being at the delivery address then this may result in an aborted delivery charge.

l. You or your Authorised Representative must be present at the installation to discuss any specific physical and aesthetic requirements to the installation (Boiler and thermostat positioning, flue routing, routes for piping, etc.), as well as to agree to any necessary adjustments or deviations to the originally agreed Works. It is also particularly important for the customer to be present at the end of the installation to be shown how to use the controls of their new heating System and to sign a Satisfaction note. If the you or your Authorised Representative are not present during or at the end of the installation, or fails to specify any issues they may be charged for any subsequent callouts made necessary as a result of this.

m. During the installation, we require the engineer to have access to working communication devices. If for any reason the engineer is unable to get mobile phone reception, you agree to make available to the engineer access to your telephone and internet connection for no charge.

n. You will need to have an adequate gas and electricity supply to your property before we can start the work. We can put you in touch with a gas or electricity distribution company to arrange this if you need us to. Unless specifically quoted for, arranging such supply connections and meters do not form part of the Works which we are to perform.

o. As part of our legal duty, as Gas Safe registered engineers, we are only able to connect appliances such as your new Boiler to gas supplies which are safe. On the first day of installing your new Boiler we will carry out a gas soundness test to confirm whether your gas supply is safe. Should any leak or other defect with your gas supply be identified as a result of that test then we will be required to condemn your gas supply and will not be able to commence work until your gas supply is made safe.

TERMS AND CONDITIONS

Any such work required to make your gas supply safe is not included in the price of this agreement although can be undertaken by us subject to the payment of an additional amount by you which will be agreed with you in advance. Alternatively, you can arrange for another Gas Safe registered engineer to carry out such works at your cost if you do not want us to carry out that work but we will not be able to continue with the installation of your new Boiler until that work is completed. If you delay or decide not to proceed with the work required to make your gas supply safe then we may cancel this agreement without liability but if we do so, we will refund to you any deposit or other amount paid by you in advance deducting any necessary expense occurred by us to this point.

p. We will not be liable where the defect or malfunction arises or is wholly or mainly due to:

i. Any failure by you to comply with your obligations in this agreement or any advice given in any accompanying literature provided by us or the manufacturer as to the reasonable operation and use of the Boiler (whether in conjunction with the Central Heating System or otherwise);

ii. Any deliberate or reckless damage caused by you or any third party (whether they are known to you or not);

iii. Any circumstances which are outside our determination or control e.g. damage caused by some structural defect in your Property, or intervening event which affects your Property such as flood or fire etc;

iv. Any work carried out by any third party other than an Approved Engineer or another person who we have (in exceptional circumstances) authorised in writing to undertake specific work.

q. We will test your water supply pressure before we start work. As water supply rates can change, we cannot be responsible for your hot water supply failing to work properly in the future because your water supply becomes inadequate or keeps changing, unless we were at the time the Works were carried out negligent in how we tested your water pressure. We are also not responsible for the replacement of existing pumps, showers, pipework or other apparatus which may no longer function properly as a result of the change in system or pressure following the Works.

r. We will usually carry out the Works during our usual working hours on Mondays to Fridays however, occasionally we may decide at our own expense to work outside of these days/hours to enable us to complete work as soon as possible and/or to minimise any delay and you agree to grant access to your Property outside of these days/hours if we request it. If you request that we carry out work outside of these days/hours other than in order to allow us to remedy any breach of this agreement (for example, if you ask us to fit your new Boiler on a Saturday as that is the most convenient day for you) then our agreement to do so may be subject to you first agreeing to pay additional fees for working outside of these days/hours which fees will be advised to you in advance.

s. Following Installation of your Boiler the Approved Engineer may make some remedial work recommendations. In this instance, the Approved Engineer can carry out the remedial work with our consent. This is not included in the price we quoted and you will be responsible for this.

t. We may take pictures of your installed equipment for our auditing process and for our own records. The engineer may also attend with other people including managers, supervisors, trainees or apprentices both during completion and post completion for audit purposes.

u. We are not responsible for delays outside our control. If the Installation of the Boiler is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the agreement and receive a refund of any goods or services you have paid for but not received.

v. If you do not rearrange Installation. If you are not available to give us access to Install your Boiler or for us to provide the Services on any agreed date, we will contact you for further instructions. If, despite our reasonable efforts, we are unable to contact you or rearrange Installation, we may end the agreement and Clause 13 will apply.

9. SUMMARY OF YOUR KEY LEGAL RIGHTS

a. This is a summary of your key legal rights.

These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06. The Consumer Rights Act 2015 says the Boiler must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of the Boiler your legal rights entitle you to the following:

i. Up to 30 days: if the Boiler is faulty and cannot be repaired, then you can get an immediate refund.

ii. Up to six months: if the Boiler can't be repaired or replaced, then you're entitled to a full refund, in most cases.

iii. Up to six years: if the Boiler does not last a reasonable length of time you may be entitled to some money back. See also Exercising your right to change your mind (Consumer Contracts Regulations 2013). See also Clause 12.

b. Setting a new deadline for Installation.

We shall agree a new deadline for installation of your Boiler with you, which must be reasonable, and save for circumstances out of our control, you can treat the agreement as at an end if we do not meet the new deadline.

c. When you become responsible for the Boiler.

The Boiler will be your responsibility from the time we install the Boiler to the address you gave us and we have completed all necessary commissioning works to ensure that it works properly.

d. When you own Boiler.

You own the Boiler once we have received payment in full for the costs of delivery and installation as set out in the Order.

e. What will happen if you do not give required information to us.

We may need certain information from you so that we can install the Boiler. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the agreement (and Clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for installing the Boiler late if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

f. Reasons we may suspend the supply of a Boiler or the Services to you.

We may have to suspend the supply of a Boiler or the Services to:

i. deal with technical problems or make minor technical changes;

ii. update the Boiler or the Services to reflect changes in relevant laws and regulatory requirements;

iii. make changes to the Boiler or the Services as requested by you or notified by us to you (see Clause 6).

g. Your rights if we suspend the supply of products.

We will contact you in advance to tell you we will be suspending supply of the Boiler, unless the problem is urgent or an emergency. You may contact us to end the agreement for a Boiler if we suspend it, or tell you we are going to suspend it and we will refund any sums you have paid in advance after you end the agreement.

h. Our legal rights if we deliver goods late.

Save for circumstances out of our control, you have legal rights under the Consumer Rights Act 2015 if we install the Boiler late. These rights are subject to certain other exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

10. IF THERE IS A PROBLEM WITH THE WORKS

a. Whether or not you are the owner-occupier or landlord of the property where the Works is carried out, it is your responsibility to be present at the conclusion of the install to review the work. If there are aesthetic changes to the Works that you would like to address, the best time for this to be carried out would be at this point. Subsequent requests for call-outs that are not related to negligence on the Works will incur an additional charge.

b. In the unlikely event that there is any defect with the Works: please contact us and tell us as soon as reasonably possible; please give us a reasonable opportunity to repair or fix any defect; and we will use every effort to repair or fix the defect as soon as reasonably practicable.

c. As a consumer, you have legal rights in relation to services not carried out with reasonable skill and care, or if the materials we use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in this agreement will affect these legal rights.

d. Please note failure to raise any concern will result in your Work signed off as completed.

e. If you raise a dissatisfaction the Works will not be signed off until the defect is remedied.

11. NOTICE OF YOUR RIGHT TO CANCEL

a. You can cancel this agreement 14 days after the day you accept the quotation. This is your "cooling off" period. You can ask us to start work before the cooling off period ends.

b. If you cancel within the cooling off period there is no cancellation fee.

TERMS AND CONDITIONS

Road, Padiham, BB12 6TG

For further information, please see our [Complaints procedure](#).

13. WE MAY TERMINATE THIS AGREEMENT AT ANY TIME

We may end the agreement if you break it. We may end the agreement at any time by writing to you if:

- a. In the event that you fail to pay any outstanding sums due within five Business Days of the payment date;
- b. The Contractor is unreasonably prevented from conducting the Works by you;
- c. You breach any terms of this agreement which cannot be remedied within five Business Days of the said breach;
- d. You are unable to pay your debts as they fall due in accordance with the Insolvency Act 1986;
- e. For the avoidance of doubt, we shall retain any payments made for work already completed in accordance with this agreement in the event that the agreement is terminated due to no fault of our own;
- f. You shall pay us fair and reasonable compensation for any work in progress at the time of termination.

14. PRICE AND PAYMENT

- a. **Where to find the price for the product.** The price of the Boiler (which includes VAT) will be the price indicated on the order pages when you placed your Order.
- b. **Credit Agreements:** If you have entered into a credit agreement with a finance provider StayWarm has introduced you to, you will need to enter into a separate agreement with that provider (and the funds will be paid direct to StayWarm). If you later decide to withdraw from that credit agreement under the Consumer Credit Act 1974, you will still be responsible for paying (and must pay in accordance with the terms of this agreement) the outstanding balance of the price payable by you to StayWarm under this agreement.

c. **We can charge interest if you pay late.** If you fail to pay any amount owed to StayWarm under this agreement on time then StayWarm may suspend without liability the Works until you have paid all overdue amounts. In addition, StayWarm may claim interest on any late payment calculated on a daily basis at 4% above the base lending rate of the Bank of England.

d. **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay,

unless you have already paid for the product in full before the change in the rate of VAT takes effect.

e. **The quoted price is valid at the time of quotation and will expire if not accepted by you within 28 days.** The quotation is subject to installation taking place within 90 days from the date on which the quotation is accepted.

f. **We have quoted the cost of upgrading your Boiler as set out on the order form.** Once you have accepted this quotation, we agree to carry out the Boiler upgrade on the terms set out in this document.

g. **Deposit:** StayWarm will not carry out any Works until you have paid the deposit detailed on the Order Form. You must pay any such deposit to StayWarm at the time of signing the Order Form and if you fail to pay any deposit within 30 days of the date you sign the Order Form then StayWarm may cancel this agreement without liability to you.

h. **Payment:** The balance of the price will become payable by you immediately prior to Installation.

i. **What to do if you think an order is wrong.** If you think an order is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

15. OPENING HOURS

The opening hours of the 247 StayWarm Head Office are as follows:

- i. Day Opening Hours Monday to Friday 9am – 6.30pm Saturday 10am – 4pm Sunday Closed
- ii. Our engineers operate from Monday to Friday. We therefore do not presently provide call-out or engineering services on Saturdays and Sundays.

16. HOW WE USE YOUR PERSONAL INFORMATION

We only use your personal information in accordance with our Privacy Policy. Please take the time to read our [Privacy Policy](#), as it includes important terms which apply to you.

17. OUR LIABILITY IF YOU ARE A CONSUMER

- a. This clause 17 only applies if you are a consumer.
- b. We are responsible to you for foreseeable loss and damage caused by us.
- c. If we fail to comply with this agreement, we are responsible for loss or damage you suffer that is a foreseeable result of us breaking this agreement or our failing to use reasonable

care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the agreement was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

d. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes:

- i. Liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- ii. For fraud or fraudulent misrepresentation; and
- iii. For breach of your legal rights in relation to the Works; and for defective products under the Consumer Protection Act 1987.

18. WHEN WE ARE LIABLE FOR DAMAGE TO YOUR PROPERTY

If we are providing services in your property, we will make good any unauthorised damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services. We are not liable for business losses. We only supply the Works for domestic and private use. If you use the Works for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity

19. LIABILITY PERIODS

You may not commence any legal action against us under this agreement after six years from the date of practical completion of all of the Works.

20. EVENTS OUTSIDE OUR CONTROL

- a. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the agreement that is caused by an Event Outside Our Control.
- b. If an Event Outside Our Control takes place that affects the performance of our obligations under the agreement we will contact you as soon as reasonably possible to notify you; and
- c. Our obligations under the agreement will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Works to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

c. If you waive your right to the cooling off period you cannot cancel without charge.

d. If you cancel less than 7 days before the installation date there will be a £250 fee. Any cancellation fee will be deducted from monies held on account in terms of any deposit paid. The balance will be returned to you.

e. You won't be able to cancel once the Work is fully completed or the Boiler has been installed in your property. In the event that the amount of the deposit is insufficient to cover these costs we shall invoice you for the difference; and/or we reserve the right to enter upon your property in order to remove the Boiler that we have delivered. In the event that we recover the Boiler from you and the value has diminished for whatever reason, we reserve the right to charge you for the difference.

f. If we end the agreement in the situations set out in Clause 13, we will refund any money you have paid in advance for products we have not provided.

g. Advice about your legal right to cancel the agreement is available from your local Citizens' Advice Bureau or Trading Standards office.

12. HOW TO END THE AGREEMENT

a. You may terminate this agreement: at any time before commencement of the Works with immediate effect by giving us written notice;

Tell us you want to end the agreement.

To end the agreement with us, please let us know by doing one of the following:

Phone or email. Call customer services on 0333 358 0075 or email us at enquiries@247staywarm.co.uk. Please provide your name, Property address, details of the Order and, where available, your phone number and email address.

How we will refund you. If you validly terminate the agreement within the cooling off period, we will refund you the price you paid for the Boiler, by the method you used for payment. However, we may make deductions from the price, as described below.

When your refund will be made. We will make any refunds due to you as soon as possible and in any event.

b. We do our best to meet our customers' expectations but unfortunately, there may be times when things go wrong. If you have a complaint about any part of our service, we want to hear from you so we can put things right.

- Please get in touch with us on: **0333 358 0075**
- Email us at complaints@247staywarm.co.uk
- Write to us at Customer Resolutions Department, 247 StayWarm, Parkhill Business Centre, Padiham

TERMS AND CONDITONS

d. You may cancel the agreement if affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, you will have to return (at our cost) any relevant Works you have al- ready received and we will refund the price you have paid, including any delivery charges.

21. OTHER IMPORTANT TERMS

a. We may transfer this agreement to someone else.

b. We may transfer our rights and obligations under these terms to another organisation. This may include the assignment of the benefit of this agreement:

i. by way of security (including any reassignment on redemption of security); or

ii. to and from subsidiary or other associated companies within the same group of companies as 247 StayWarm Ltd.

c. We shall notify you of any assignment. If we fail to do this, the assignment shall still be valid.

d. You need our written consent to transfer your rights to someone else.

e. Nobody else has any rights under this agreement. This agreement is between you and us. No other person shall have any rights to enforce any of its terms.

f. If a court finds part of this agreement illegal, the rest will continue in force. Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

g. Even if we delay in enforcing this agreement, we can still enforce it later: If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

22. NO PARTNERSHIP OR AGENCY

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own and not for the benefit of any other person.

23. WHICH LAW APPLIES?

a. If you are consumer

Please note that these Terms are governed by English law. This means an agreement for the purchase of products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

b. If you are a business

i. An agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

ii. We both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with an agreement or its subject matter or formation (including non-contractual disputes or claims).

I confirm I have read the Terms and Conditions and agree that they represent the express terms of engagement between the parties

Customer Installation Warranty

Warranty Introduction

The Warranty sets out the terms upon which 247 StayWarm Ltd offers warranty cover for the Products supplied by it to its Customers, and for the installation services provided by 247 StayWarm Ltd Approved Engineers.

Terms defined in 247 StayWarm Ltd's Terms and Conditions bear the same meaning when used in this warranty. Your attention is drawn to 247 StayWarm Ltd's Terms and Conditions, which includes provisions relevant to the warranty set out below.

1. INSTALLATION SERVICES (WORKMANSHIP WARRANTY)

a. 247 StayWarm Ltd warrants to you that the Installation Services will be performed by the appropriately qualified and trained 247 StayWarm Ltd Approved Engineer using reasonable care and skill, to such high standard of quality as it is reasonable for you to expect.

b. The Warranty Period for the Installation Services shall be one year from completion of the Installation Services.

This workmanship warranty covers installation services only. Products and parts are covered by their individual manufacturers warranty as applicable.

2. REMEDIAL ACTION

a. If you make a valid claim about our service in accordance with 247 StayWarm Ltd's Terms and Conditions, 247 StayWarm Ltd may arrange for the relevant Products to be repaired and/or reinstalled by one of 247 StayWarm Ltd's Approved Engineers or refund to the customer the charge for the relevant part of the Installation Service (or a proportionate part of such charge).

3. EXCEPTIONS

This Warranty will only apply:

a. If the Boiler has been installed by a 247 StayWarm Ltd Approved Engineers and has been properly used and maintained throughout the Warranty Period in line with manufacturers instructions.

b. If you have informed 247 StayWarm Ltd of the alleged defect within the Warranty Period and within a reasonable period of discovery.

4. GENERAL CONDITIONS

a. You will promptly provide all information and support (including access to site and services) reasonably necessary to enable 247 StayWarm Ltd to evaluate any alleged defect and to perform its obligations under this Warranty.

b. You agree that all premises, plant, power, fuel support services and other inputs that you provide for the installation and use of the StayWarm products are reasonable, are fit for purpose and will be properly used and provided.

5. THIRD PARTY RIGHTS

When 247 StayWarm Ltd has installed a system in a property that is sold within the Warranty Period the warranty will pass to the new legal owner of the property. It may not be transferred to or exercised by any third party.

6. LAW

This warranty is governed by English law and the English courts or by the law and the courts governing where your property is if this is outside England or Wales.

7. MANUFACTURER'S PRODUCT WARRANTY

All Boilers supplied by 247 StayWarm Ltd come with the benefit of a manufacturer's product guarantee. Where a claim in respect of any of the Products is notified to 247 StayWarm Ltd by you in accordance with the 247 StayWarm Ltd's Terms and Conditions, 247 StayWarm Ltd will liaise with the manufacturer and use all reasonable endeavours to secure a replacement of the Boiler (or the part in question) or a refund of the price of the Boiler or a proportionate part of the price).