



OUR TERMS AND CONDITIONS

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO CLAUSE 11

1. THESE TERMS

1.1 What these terms cover. These are the terms and conditions on which we supply products to you, whether these are goods or services.

1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

1.3 What does the word "product" mean in these terms and conditions? We use the term "product" in these terms and conditions to refer to both goods we supply to you and services we supply to you.

1.4 What does the term "order form" mean in these terms and conditions? We use the term "order form" in these terms and conditions to refer to an order form, job sheet, quotation sheet or similar that we provide to you in connection with the supply of products to you

1.4 Are you a "consumer"? Some of the terms and conditions in this document apply only to customers who are consumers. A consumer is an individual who is acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession. If you are a sole trader, partnership or company or an individual tradesman or professional landlord and you are purchasing our products for use in your trade or business you are not a "consumer" for purposes of these terms and conditions.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are. We are S.L. Heating Limited, trading as SL Heating Limited and All Boiler Spares, a company registered in England and Wales. Our company registration number is 04814585 and our registered office is at 53 London Road, London SW17 9JR. Our registered VAT number is 611912078.

2.2 How to contact us. You can contact us by telephoning our customer service team on 020 8648 9962 or by writing to us at SLHservices@outlook.com and Unit 1 Soho Mills, 31-33 London Road, Hackbridge, SM6 7HN.

2.3 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 form. When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

3.1 If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you for the product. 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 requested.

4. OUR PRODUCTS

4.1 Illustration and descriptions of products. Any illustrations, descriptions or imagery, whether displayed on our website, in marketing materials (both offline and online), catalogues, price lists or otherwise, are intended merely to present a general idea of the products and services we provide. No part of these forms part of our contract with you.

4.2 Our rights to make changes. We may change the product to reflect changes in relevant laws and regulatory requirements or to implement minor technical adjustments and improvements, for example to address a safety issue. These changes will not affect your use of the product.

4.3 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 be able to end the contract (see Clause 7 below, *Your rights to end the contract*).

5. CALL OUT FEE AND CHARGES

5.1 Call out fee. We charge a minimum of one hour call out fee for all appointments, regardless of the services carried out and whether the work has been quoted on an hourly rate or fixed price work. Our call out fee is based on our standard hourly rate (charged in half hourly increments, rounded up to the nearest half hour), depending on travel distance and whether it is during or outside our normal working hours of 9:30 am to 5:00 pm, Monday through Friday. If for any reason we are unable to carry out the planned services during our attendance, the call out fee is still payable for our attendance plus the cost of any additional labour time over the first hour and any parts and materials used.

5.2 Prices generally. Prices for goods will be as set out in your order form or notified to you by a member of staff. Prices for services, including call outs and installations, are determined by the engineer attending you based on the cost of labour time and any parts and materials used or our estimate, if provided and subject to Clause 5.3 and 5.4 below. All prices exclude VAT unless otherwise noted. If the rate of VAT changes between your order form date and the date we supply the product, we will adjust the rate of VAT that you pay.

5.3 Payment terms. We accept payment by cash or credit or debit card (for amounts greater than £80). When you pay depends on what product you are buying:

(a) for **goods that are not part of a repair, installation or call out performed by us**, if we have the product in stock, you must pay for it in full when you pick it up. If we need to order the relevant product, you must pay for it in full before we order it. We do not offer credit to any of our customers. If you require the product to be delivered to you, you must pay for the products and any related delivery cost in full before we dispatch them.

(b) for **in shop repairs**, we will prepare and provide your invoice when the item being prepared is collected, which invoice will include any labour costs incurred and the price of parts and materials used, and you must pay any amount due immediately.

(c) for a **new boiler installation**, before we start the installation, you must make an advance payment equal a specified portion of the price of the services, which portion will be notified to you at the time of your order, based on the estimated cost of labour as well as any parts and materials. We will prepare and provide your final invoice on site when the installation is deemed complete, which invoice will include any labour costs incurred and the cost of parts and materials used that were in excess of that in any estimate, and you must pay any remaining amount due immediately.

(d) for **all other call outs**, we will prepare and provide your invoice on site when the call out is complete, which invoice will include any labour costs incurred and the price of parts and materials used, and you must pay any amount due immediately.

In some cases, we may agree different payment terms, for example, with customers with whom we have a previous working relationship.

Materials will be supplied at cost after applying any discounts we received and adding our applicable mark-up (which shall not exceed 25% of cost) to cover handling, stock maintenance and similar expenses incurred by us.

5.4 Estimates. Any estimate supplied by us is subject to withdrawal at any time before you accept it and is deemed withdrawn unless you accept it within 30 days from its date. Unless we tell you otherwise, all estimates provided are done on an "as is" basis and are not a firm or fixed price quotation. They are an estimate of the likely minimum cost of the goods and/or services. The final price will be calculated based on the original estimate and in accordance with our standard rates applicable at the time of any services being carried out. In particular, any estimate provided by us may be revised if:

(a) you instruct us to provide additional services not referenced or detailed within the estimate (for example, you have called us regarding a boiler breakdown but then ask us to also fix a leaking radiator),

(b) there is an increase in the cost of the relevant materials, labour, equipment hire or transport to be supplied or additional visits are required to complete the works,

(c) it is discovered further services need to be carried out which had not been anticipated, for example if it becomes obvious while on site that other repairs are needed to remedy faults unrelated to the initial planned works or if we, after discussion with you, determine that improvements are needed to your heating or plumbing system (for example, a powerflush) to bring your system or installation up to current standards),

(d) gaining access to your system is substantially more difficult than anticipated, for example because pipes or wiring are

buried in walls or “built in” appliances or the lifting of carpets or other floor coverings is required before we can commence work;

- (e) we or you discover that any dangerous waste, such as asbestos, must be removed before we begin our services (in this event, you may decide to call a specialist contractor to do this work, who must supply a clean air certificate to us before we will commence any further work at your property); or
- (f) it is discovered that there was a manifest error when the estimate was prepared.

We will only be bound by estimates provided in writing to you that are also signed by one of our authorised representatives. We will not be bound by any oral estimates.

5.5 Parking and congestion charges. You must provide reasonable parking or have made provisions to park our vehicles if we are providing services at your property. You must pay or reimburse us for any parking or congestion charges we or our representatives incur in providing services to you.

5.6 Possible additional charge for collecting materials. Except when we have supplied you an estimate, we may at our discretion charge you a fee for the collection of materials from our supplier(s). If the collection occurs while we are on site at your property the time taken will be charged at our standard rates applicable at the time.

5.7 If you fail to pay in full and on time. In all cases, you are required to pay any amounts due in full and not set off any amounts you believe we owe you against the amount in the invoice we give to you. We will not issue or deliver any certificates, guarantees or other similar documents regarding our products until payment has been made in full. If you do not pay us when payment is due, we may charge you interest on any unpaid amount at a per annum rate equal to the Bank of England base rate plus 4% until we receive full payment from you plus any administrative costs we incur as a result of your failure to pay on time (including postage, legal or other fees and our personnel costs).

6. PROVIDING THE PRODUCTS

6.1 Delivery costs. The costs of delivery will be as [told to you over the telephone OR on our website OR told to you in the course of email exchanges].

6.2 When we will provide the products.

(a) **If the products are goods.** If the products are goods we will deliver them to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order.

(b) **If the products are one-off services.** Any dates we specify for the commencement and completion of services are estimates only. We will use our reasonable endeavours to ensure that we will attend on the date and time agreed or within a reasonable time after that date, but we can accept no liability in respect of non-attendance or late attendance on site or for the late or non-delivery of the relevant materials unless we agree specifically in writing with you that a deadline is essential.

6.3 We are not responsible for delays outside our control. If our supply of the products 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 significant delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

6.4 If you fail to collect goods or do not re-arrange delivery. If you do not collect the products from us as arranged after an order or in shop repair or if, after a failed delivery to you, you do not re-arrange delivery or collect them from our shop we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and Clause 9.2 will apply.

6.5 If you do not allow us access to provide services. If you do not allow us clear access to your property to perform the services as arranged we will charge you our applicable call out fee and may in addition charge you additional costs incurred by us as a result of our failure to gain access. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and Clause 9.2 will apply. In order to gain access to the property, you can arrange for keys to be delivered by hand to our office or left with a third party of your choice (we may charge you for collection). However, we can accept no liability for the loss of keys. Also, we are unable to leave keys outside the property due to the risk. If you require us to leave keys with a third party, you will need to supply their full name, address and contact telephone number (we may charge you for wait or travel time).

6.6 Your legal rights if we deliver goods or services late. Subject to Clauses 6.2 and 6.3, you may have legal rights if we are late delivering any goods or services. If we are in breach of our delivery obligations then you may treat the contract as at an end straight away if we have refused to deliver the goods or services or if we agreed in writing that delivery or the goods or services within the delivery deadline was essential. If you do choose to treat the contract as at an end for late delivery under

this Clause, you can cancel your order for any of the goods or services or reject goods that have been delivered. If you wish, you can reject or cancel the order for some of those goods (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled goods and their delivery. If the goods have been delivered to you, you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services (see Clause 2.2).

6.7 When you become responsible for the goods and own the goods. A product which is goods will be your responsibility from the time we deliver the product to the address you gave us or you collect it from us. You own a product which is goods once we have received payment in full.

6.8 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the products to you, for example, the address or other information for the property requiring our services, if different from your own. If so, 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 contract (and Clause 9.2 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 supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

6.9 We may also suspend supply of the products if you do not pay. If you do not pay us for the products when you are supposed to (see Clause 5.3) and you still do not make payment within seven days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. As well as suspending the products we can also charge you interest on your overdue payments (see Clause 5.7).

6.10 We may use CCTV and audio recording for our and your security and quality control purposes.

6.11 Abusive and threatening language will not be tolerated by us. If any of our personnel or contractors are subjected to any abusive and threatening language by you or anyone acting on your behalf, we may terminate this contract with immediate effect (see Clause 9).

6.12 We may need to make safety judgments that affect your ability to use your boiler/heating system and may contact third parties living in or using the affected property. From time to time while performing our work we may determine, in our reasonable judgment, that for health and safety reasons it is necessary or desirable to shut down all or part of a boiler/heating system for an extended period of time. In that event, we will have no responsibility for loss or damage suffered by you or any third party resulting from that shutdown, and you will be responsible for any losses, costs or damages that we incur as a result of any claims made against us by any third party resulting from the shutdown. In addition, from time to time while performing our work we may determine, in our reasonable judgment, that a third party living in or using the affected property should be informed of health and safety concerns we may have. If so, you agree that we may contact that third party, and we will inform you if we do so.

6.13 You are responsible for obtaining any permissions or consents needed to do our work and for providing a safe working environment. If you do not own the property where we are providing services, you must obtain the owner's permission before you authorise us to start work at the property. Similarly, you must obtain permissions for us or our representatives to proceed over property belonging to neighbours or third parties, if necessary. We do not accept any liability for unauthorised works, and you will be responsible for any losses, costs or damages that we incur as a result of any claims made against us for works carried out without the necessary consent. You also agree at all times to provide a safe and secure working environment for us and our representatives for the purposes of carrying out any services and for plant and machinery belonging to or hired by us or our representatives. If you have any pets or dependants please make sure they are safe and out of the way in order for our engineers to carry out their work without distractions. Your pet's or dependant's welfare is solely your responsibility. If there are any animals or persons that may pose a threat to the wellbeing and welfare we must be notified of this prior to attending the property.

6.14 Taking time off work. We accept no responsibility where you decide to take time off work due to work needing to be carried out or missed visits. It is your decision only to take time off work. It may be possible to book an appointment where available on a Saturday or evenings, though work during those times is subject to higher rates.

7. YOUR RIGHTS TO END THE CONTRACT/CANCEL SERVICES/RETURN GOOD TO US

7.1 If you are purchasing our products as a consumer. You can always end your contract with us. Your rights when you end the contract depend on what you have purchased, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

(a) If what you have bought is faulty you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see Clause 10.

(b) If you want to end the contract because of something we have done or have told you we are going to do, see Clause 7.2.

(c) If you have just changed your mind about the product. For most products you have a legal right to change your mind within 14 days and receive a refund, but this may be subject to deductions and you will have to pay the costs of return of any goods. However, if we have removed materials from your property you will not be guaranteed their return if they have been disposed of or dismantled. In this situation, we will not provide a substitute.

(d) In all other cases (if we are not at fault and there is no right to change your mind), see Clause 7.5.

7.2 Ending the contract because of something we have done or are going to do (CONSUMERS ONLY). If you are ending a contract for a reason set out at (a) to (d) below, the contract will end immediately and we will refund you in full for any products which have not been provided. However, if we have removed materials from your property you will not be guaranteed their return if they have been disposed of or dismantled. In this situation, we will not provide a substitute. The reasons are:

(a) we have told you about an upcoming change to the product or these terms which you do not agree to;

(b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

(c) there is a risk that supply of the products may be significantly delayed because of events outside our control (see Clause 6.3); or

(d) you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see Clause 6.6)).

7.3 How long do I have a right to change my mind? (CONSUMERS ONLY). How long you have depends on what you have ordered and how it is delivered.

(a) Have you bought services? If so, you have 14 days after the day we confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

(b) Have you bought goods? If so, you have 14 days after the day you (or someone you nominate) receives the goods.

7.4 If you are not purchasing our products as a consumer. Purchasers who are non-consumers do not have a right to change their mind, except as described in Clauses 7.5 and 7.6.

7.5 Ending the contract where we are not at fault and there is no right to change your mind (CONSUMERS AND NON-CONSUMERS). Even if we are not at fault and you do not have a right to change your mind, you can still end the contract **before it is completed**, but you may have to pay us compensation. A contract for goods is completed when the product is delivered and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you do not have a right to change your mind, just contact us to let us know. The contract will end immediately and we will provide you a credit to use for our products in the future in the amount of any sums paid by you for the products not provided. However, we may deduct from that credit a 25% restocking charge as reasonable compensation for the net costs we will incur as a result of your ending the contract, and we will not provide you a credit for products that have been specially ordered for you and are non-refundable by our suppliers. If you cancel after we have started the services under a contract for services, you must pay us for the services provided (including labour and travel time) up until the time you tell us that you have changed your mind. We will also charge you (a) a 25% restocking charge for materials in their original condition and packaging, (b) for any reduction in the value of materials used in the services and returned when services were cancelled and (c) for any materials that have been specially ordered for you and are non-refundable by our suppliers. Also, if we have removed materials from your property you will not be guaranteed their return if they have been disposed of or dismantled. In this situation, we will not provide a substitute.

7.6 If you want to return goods after you have paid for them and received them and there is no right to change your mind (CONSUMERS and NON-CONSUMERS). If you want to return goods after you have paid for them and received them and there is no right to change your mind, you can do so by letting us know, but you may have to pay us compensation. We will provide you a credit to use for our products in the future in the amount of any sums paid by you for the products provided. However, we may deduct from that credit a 25% restocking charge as reasonable compensation for the net costs we will incur as a result of your returning the goods, and we will not provide you a credit for products that have been specially ordered for you and are non-refundable by our suppliers.

8. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

8.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

(a) **Phone or email.** Call customer services on 020 8648 9962 or email us at SLHservices@outlook.com. Please provide details of what you bought, when you ordered or received it and your name and address.

(b) **Online.** Complete the relevant form on our website.

(c) **By post.** Complete the form included below and post it to us at the address on the form. Or simply write to us at Unit 1 Soho Mills, 31-33 London Road, Hackbridge SM6 7HN including details of what you bought, when you ordered or received it and your name and address.

8.2 Returning products after ending the contract. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to where you bought them, post them back to us at Unit 1 Soho Mills, 31-33 London Road, Hackbridge SM6 7HN or (if they are not suitable for posting) allow us to collect them from you. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract. To be eligible for a refund or credit to your account, any returned goods must be in their original packaging (including an intact anti-tamper guarantee sticker, if applicable) and original condition and be paid in full. You must have available the original receipt relating to the goods.

8.3 When we will pay the costs of return. We will pay the costs of return if the products are faulty or misdescribed; or if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong. In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

8.4 How we will refund you if you are purchasing as a consumer and we are at fault or you have exercised your right to change your mind. We will refund you the price you paid for the products by the method you used for payment. However, if you are exercising your right to change your mind we may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

9. OUR RIGHTS TO END THE CONTRACT

9.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

(a) you do not make any payment (including any required advanced payment or deposit) to us when it is due and you still do not make payment within seven days of us reminding you that payment is due;

(b) you provide us with incorrect information, whether intentionally or not, and in particular regarding your status as a consumer or sole trader/partnership/company;

(c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us; or

(d) you do not, within a reasonable time, allow us access to your premises to supply the services.

We may end the contract at any time with immediate effect if you or any acting on your behalf subjects any of our personnel or contractors to abusive or threatening behaviour or if we reasonably consider your actions or behaviour to be vexatious or in bad faith.

9.2 You must compensate us if you break the contract. If we end the contract in the situations set out in Clause 9.1 we will provide you a credit to use for our products in the future in the amount of any sums paid by you for the products not provided. We may deduct from that credit a 25% restocking charge as reasonable compensation for the net costs we will incur as a result of your ending the contract.

9.3 We may withdraw the product. We may write to you to let you know that we are going to stop providing the product. We will refund any sums you have paid in advance for products which will not be provided.

10. IF THERE IS A PROBLEM WITH THE PRODUCT/GUARANTEE

10.1 You will inspect our goods and services. You agree to inspect our goods and services as far as it is reasonably possible to do so immediately upon their receipt or completion and if you consider that they are or any part is faulty or not in compliance with this agreement you should notify us immediately.

10.2 How to tell us about problems. If you have any questions or complaints about the product, please contact us. You

can telephone our customer service team on 020 8648 9962 or write to us at SLHservices@outlook.com or Unit 1 Soho Mills, 31-33 London Road, Hackbridge SM6 7HN. Alternatively, please speak to one of our staff in-store.

10.3 Summary of your legal rights (CONSUMERS ONLY). We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights – Customers who are “consumers” within the meaning of the Consumer Rights Act 2015

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.

If your product is **goods**, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

up to 30 days: if your goods are faulty, then you can get an immediate refund.

up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.

up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

If your product is **services**, the Consumer Rights Act 2015 says:

you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.

if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

You understand that, when making determinations of what is a “reasonable length of time” for goods to last, that length of time is often less than six years, depending on the good in question.

In addition, for consumers purchasing a reconditioned boiler, for a period up to 12 months from the date you receive the boiler if your reconditioned boiler is faulty then we will repair or replace it (but not any pipework, pumps or other accessories not supplied by us). To be clear, this guarantee does not include work external to the actual boiler, such as unblocking condense pipes, heat exchangers or pipework external to the boiler. We will charge you a testing fee to determine if the reconditioned boiler is covered by this goodwill guarantee.

10.4 Summary of our guarantee for non-consumers. Non-consumers purchasing products have different rights from consumers if there is a problem with the product, and it depends on whether you are purchasing goods or services:

(a) if your product is **goods** other than reconditioned or refurbished parts or reconditioned boilers, for a period up to 90 days from the date you (or someone you nominate) receives the goods, if your goods are faulty then we will repair or replace them. If you have purchased reconditioned or refurbished parts, you can pay £15+VAT when you purchase them to obtain the same guarantee. We will charge you a testing fee to determine if the good is covered by this guarantee. If the sales price of a replacement good has increased since the date you received the good being replaced, we may charge you the difference in price. If you are a tradesperson or a professional landlord (and, in the case of a professional landlord, we did not install the affected boiler or part at the property), you will need to remove the affected boiler or part and bring it to our trade counter for repair or replacement, as we will not make visits to your customer's or your property.

(b) if your product is a **reconditioned boiler**, for a period up to six months from the date you (or someone you nominate) receives the boiler, if your boiler is faulty then we will repair or replace it (but not any pipework, pumps or other accessories not supplied by us). To be clear, this guarantee does not include work external to the actual boiler, such as unblocking condense pipes, heat exchangers or pipework external to the boiler. We will charge you a testing fee to determine if the reconditioned boiler is covered by this guarantee. If you are a tradesperson or a professional landlord (and, in the case of a professional landlord, we did not install the affected reconditioned boiler at the property), you will need to remove the affected reconditioned boiler and bring it to our trade counter for repair or replacement, as we will not make visits to your customer's or your property.

(c) if your product is **services**, for a period up to 90 days from the date we provided the service, you can ask us to repeat or fix a service if you believe our workmanship has been faulty (i.e., not carried out with reasonable care and skill).

All problems must be notified to us by you in writing within the 90-day period, and we and our insurers must be provided the

opportunity inspect and test the work done and any alleged problem. Nothing in this Clause 10.4 requires us to reimburse you for any repair, replacement or fix done by anyone other than us.

10.5 Your rights in this Clause 10 have limits. Your rights described in this Clause 10 do not cover underlying issues with a boiler, radiator, pipes or other causes that may affect a part's or our services' efficacy or efficiency. In addition, your rights described in this Clause 10 do not cover any damage or fault:

- (a) caused by subsequent misuse or neglect or by the repair, tampering with or modification by anyone other than us or one of our contractors;
- (b) resulting from its incorporation or use in a boiler or other system which is in poor, dirty or faulty condition;
- (c) resulting from the effects of an animal or insect infestation;
- (d) resulting from materials supplied by you or other third parties;
- (e) resulting from work that has been undertaken on instruction by you against our or our contractor's advice or recommendation;
- (f) arising as a result of recommended work not being carried out;
- (g) resulting from work carried out by you or any other third party;
- (h) resulting from structural defects, such as subsidence and its resultant effect, or any other outside force, such as root penetration;
- (i) resulting from weather, flooding, strong wind, cold temperatures, freezing or acts of god; or
- (j) caused by heat damage.

Where power flushing of a central heating system is deemed necessary, you understand that a system (including radiators) that has already been damaged by corrosion may in some limited cases be further damaged by the power flushing process itself, and we will not be responsible for repairing or replacing any such damage.

10.6 Our guarantees in Clauses 10.3 and 10.4 and, if you are a consumer, your legal rights as they relate to goods only cover the goods and not the costs of labour time or delivery costs and are valid only if you have paid us for the products in full. You will be charged for any related call out, repair or installation services in accordance with Clause 5 and for any delivery costs incurred in connection with our refund, repair or replacement of the affected goods. In addition, the guarantees described in this Clause 10 are invalid to the extent we reasonably believe that your actions or behaviour as they relate to you claiming the benefit of such guarantees are vexatious or in bad faith.

11. RESPONSIBILITY FOR LOSS OR DAMAGE

11.1 If you are purchasing the products as a consumer, we are responsible to you for foreseeable loss and damage caused by us (CONSUMERS ONLY). Subject to Clause 11.4 and 11.5, if we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

11.2 If you are not purchasing the products as a consumer, our responsibility is more limited. If we fail to comply with these terms or fail to use reasonable care and skill, our liability to you, including our liability for negligence, will be limited to the rights you have under Clauses 10 and 11.4.

11.3 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; or for fraud or fraudulent misrepresentation. With respect to **CONSUMERS ONLY**, this also includes liability for breach of your legal rights in relation to the products as summarised at Clause 10.3 or including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987.

11.4 When we are liable for damage to your property. Except as explained in this paragraph, if we are providing services at your property, we are responsible for loss or damage to your property that is a foreseeable result of our failing to use reasonable care and skill. However, you accept that our services (including removing or dismantling existing fixtures and fittings) may cause damage and certain areas may need redecorating following completion of the works. For example, we are not

responsible in the following circumstances:

(a) We are not responsible for the cost of repairing any pre-existing faults or damage to your property (including furniture, furnishings, fixtures or fittings) that we discover while providing the services, for example if an original surface or construction was damaged as a result of a water leak or freezing temperatures before we arrived.

(b) We are not responsible for the cost of repairing any damage to your property (including furniture, furnishings, fixtures or fittings) that is in whole or in part a consequence of a defect or weakness in your property, for example by investigating a fault or removing a part a connecting part may deteriorate or break due to its age or condition.

(c) We will not be responsible for damage caused whilst investigating and repairing any plumbing or gas works, including the removal of tiles and tiling, panelling, floor coverings or similar.

(d) If damage to plaster and brickwork is caused, it will be your responsibility to make good such damage, and similarly we are not responsible for any damage to wallpaper, paintwork, cabinets or cupboards.

Regardless of the above, it is your responsibility to protect items of furniture, furnishings, fixtures and fittings, though we will make reasonable efforts not to cause damage and our representatives will use reasonable efforts to protect the appropriate surfaces in the work area to reduce the risk of damage. You must also allow safe access to the boiler or area of work by moving all belongings and making sure they are secure (e.g., securing a mirror balancing on wall without fixtures). In particular, if you have light coloured carpet or delicate flooring you must lay down appropriate dust sheets or floor protection. In the event of any dirty carpet or flooring, you must make the engineer aware of it before he leaves the property so that it can be inspected. After that, you must allow us or a third party to return to the property to make the appropriate cleaning. Some of our work may require cutting or drilling inside your home and dust and/or dirt is inevitable. Though our engineers will clean the impacted area to a reasonable extent, it is your responsibility to clean the area affected to your liking once our work is complete.

11.5 We are not liable for business losses. We will have no liability to you for any pure economic losses, loss of income (including lost rental income) or profit, loss of business or business opportunity, business interruption, loss of business opportunity or similar.

11.6 You may have some responsibility for loss or damage suffered by us. You are responsible for losses, damages, costs and expenses suffered or incurred by us as a result of your failure to comply with this agreement or in connection with any claim by a third party resulting from your failure to comply with this agreement.

12. HOW WE MAY USE YOUR PERSONAL INFORMATION

12.1 How we will use your personal information. We will use the personal information you provide to us:

- (a) to supply the products to you;
- (b) in the operation of any loyalty and incentive schemes we may run from time to time;
- (c) to process your payment for the products;
- (d) if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us;
- (e) to issue reminders for services due annually; and
- (f) to collect reviews and publish them on our website, in which case we will only use your title, surname and the town/city of the job location, but you may contact us at any time and ask us to remove such reviews and/or your information.

12.2 We may pass your personal information to credit reference agencies. Where we extend credit to you for the products we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

12.3 We will only give your personal information to other third parties where the law either requires or allows us to do so.

12.4 If you give us information on behalf of someone else. If you give us information on behalf of someone else, you must give them the information set out in this Clause 12 and receive permission for us to use their personal information in the way we have described in this clause.

13. OTHER IMPORTANT TERMS

13.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to

another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within seven days of us telling you about it and we will refund you any payments you have made in advance for products not provided. In particular, you understand that we may use sub-contractors to carry out some or all of our obligations under this contract and you expressly agree to us doing so without any right to end the contract.

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

13.3 Even if we delay in enforcing this contract, 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 contract, 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.

13.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs and the terms in them operates separately. If any court or relevant authority decides that any of them is unlawful, the remaining paragraphs and terms will remain in full force and effect.

13.5 This contract can only be modified expressly in a written agreement or an email exchange between you and us. This contract represents the only agreement between you and us and is and will not be modified by any statement made before, during or after entering into it, regardless of who made such statement. No modification of this contract is effective unless either made by an express written agreement or an email exchange between you and us. In particular, the signing on behalf of us of any documentation relating to you or the products we are supplying to you does not mean that we have modified this contract unless it expressly says that.

13.6 Which laws apply to this contract and where you may bring legal proceedings. The terms of this contract are governed by English law and you can bring legal proceedings in respect of the products in the English courts.

MODEL CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To: S.L. Heating Limited, trading as All Boiler Spares
Unit 1 Soho Mills, 31-33 London Road
Hackbridge
SM6 7HN
020 8648 9962

SLHservices@outlook.com

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods
[*]/for the supply

of the following service [*]:

Ordered on [*/received on [*]:

Name of consumer:

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper):

Date:

[*] Delete as appropriate