
HEAT INSTALLERS TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions are the standard terms which apply to the provision of Installation services by The Heat Installers (“the Trader”) to customers who require Installation services to be provided at their home.

These Terms and Conditions apply where the customer is a “Consumer” as defined by the Consumer Rights Act 2015.

1. Information about Us

- 1.1.1. We trade under the name The Heat Installers
- 1.1.2. We are registered with a recognised and authorised self-certification scheme. We will ensure that any sub-contractors We use are also registered in this way and have public and liability insurance.
- 1.1.3. We are regulated by Gas Safe to install gas fires, we are not qualified Boiler engineers or any of the trades listed in 5.10
- 1.1.4. We are Hetas Registered to fit dry stove installations only.

2. Communication and Contact Details

- 2.1. If You wish to contact Us with questions or complaints, You may contact Us by telephone at 0161 654 1612 or by email at info@heatinstallers.co.uk.
- 2.2. In certain circumstances You must contact Us in writing (as stated in various Clauses throughout these Terms and Conditions). When contacting Us in writing You may use the following methods:
- 2.3. contact Us by email at info@heatinstallers.co.uk or
- 2.4. contact Us by pre-paid post at The Heat installers, Harpoon House, Middleton, Manchester, M24 1AD.

3. Orders

- 3.1. We accept orders for Installation services through The Heat Depot showroom, Middleton, and by telephone.
- 3.2. We will prepare an Estimate and send it to You by email. The Estimate will set out the required Deposit and fee.
- 3.3. You may make changes to the Order before accepting it. A new estimate detailing any changes will be prepared.
- 3.4. If after this time you would like to make changes after the estimate has been accepted we will try to accommodate this wherever possible however if goods have been ordered and have come into stock this will not be possible. Any alterations that you wish to make must be confirmed in writing. Any extra charges will be payable at this time.

4. Fees and Payment

- 4.1. The Estimated Fee will include the price payable for the Installation services and for the estimated Products required.
Upon accepting the estimate a 25% deposit is payable if you have placed an order for a twin wall chimney installation then a 50% deposit is payable. All deposits are non-refundable, once the Order has been signed You cannot cancel it. Where an installation is scheduled to be within 7 days of Order, You must pay in full for the installation and Goods in full when You sign the Order.
- 4.2. The Estimated Fee and the Final Fee are inclusive of VAT. If the rate of VAT changes We will adjust the amount of VAT that You must pay.
- 4.3. We will invoice You when payment is made.
- 4.4. We accept the following methods of payment:
 - Debit and Credit card
 - Cash
 - Bank transfer.
- 4.6 Payment in full must be made a minimum of 5 days before your installation date. Failure to pay the balance will delay your installation, we will reschedule another installation date for you.

5. Installation services

- 5.1. Before We start the Job We will carry out a full inspection of the Property, where we deem this to be necessary, to check that the Installation services are appropriate for the Property, practical and can be carried out safely.
- 5.2. We will provide the Installation services in accordance with the specification set out in the accepted Estimate and in the Agreement (as may be amended by agreement between You and Us from time to time).
- 5.3. Certificates for the installation will be provided within 30 days of completion of the installation.
- 5.4. Where an installation of inglenook is required we will knock the chamber out to the natural opening within in the chimney breast, if it is possible and we feel it necessary to make the inglenook bigger we will do so. If you require the inglenook to be wider than an average opening which is 750mm to 900mm wide please discuss this with the showroom sales staff upon placing your order this must be confirmed in writing. An average size inglenook will be deemed acceptable once the installation has begun, if any alterations are to be made after this time and if it is possible this will be chargeable, if the hearths have been cut and laid and inglenook boards cut and installed they must be replaced with new and this is chargeable.
- 5.5. Installation of wood and gas stoves into an inglenook and hole in the wall installations will be given a patch plaster finish around the opening or fire only, we do not plaster the whole wall, we can only only plaster to the walls in their current condition and if they are poor then we are not responsible for this and we recommend you having the wall plaster boarded and skimmed over before or after the installation by a qualified plasterer.
- 5.6. Lights installed in to the register plate inside an inglenook are powered by a 3 pin plug, we do not wire the lights into light switches or fused spurs if you

require the lights to be powered this way please make your own arrangements with a qualified electrician. We will not be held liable for any costs incurred by any third parties.

- 5.7. Any false chimney breasts that we construct will include building materials, the installation will be left ready for plastering. Please note we do not do the plastering, skirting boards or coving, you will have to make your own arrangements with these trades once the installation is complete, we do not recommend booking any of these trades in advance before the installation has been completed in case the installation has to be postponed. We will not be held liable for any costs incurred by any third parties.
- 5.8. We cannot guarantee the consistency of Natural Products. If you have chosen products that are not man made please be prepared for the following: Many of the Goods sold by Heat Installers are natural, geological products and variations in colour, markings, form, texture, size, different levels should be expected. Variations can exist in crystalline composition, veining, fossil deposits, texture such as cleft and holes in the stone and mineral activity. Stone and granite being a product of nature the irregularities vary immensely, no two pieces of marble or stone are the same colour or shade. Grain markings vary, most marbles have natural craters, and open-grain marble can be mistaken for cracks. Marble and stone is sold subject to filling, polishing. All of the above (5.8) are not defects but parts of the natural character of the products and no Goods are claimed by The Heat Installers to be exact replicas of images or samples on display in the showroom. Heat Installers recommends that the Customer views as much of the Goods as possible before entering into the Contract and checks their order before installation. Once the installation is completed and the customer finds something they are not happy with, for example a fossil in the stone, if it is possible to change the goods then this will be chargeable for new materials and re-installation.
- 5.9. Natural slate and some stone products will be given a finish of stone oil. If you do not want a stone oil finish please inform us of this via an email before the installation.
- 5.10. We will ensure that all Products comply with any relevant standards and are in a satisfactory condition at the time of use.
- 5.11. We are Hetas and Gas Safe registered engineer installers. We are not cleaners, joiners, electricians, plasterers, carpet fitters or decorators, if you require any of these services please make your own arrangements with these trades. We do not recommend booking any of these trades in advance before the installation has been completed in case the installation has to be postponed. We will not accept any responsibility for any extra work required from these trades and we will not be held liable for any extra costs incurred. We will not be liable to the customer for loss of working time or the cost of third party contractors, or any other consequential loss.
- 5.12. We will advise You of any remedial work You are likely to have to carry out where possible, but this most definitely will be re-decoration and new skirting boards.
- 5.13. We will ensure that We comply with all relevant codes of practice.
- 5.14. If We cause any damage during the course of the Job We will repair the damage before completing the Job.
- 5.15. As part of any Gas Safe installation, the working pressure will be tested once the installation is complete. If the appliance does not have the correct working pressure as listed in the manufacturers instructions, it could be due to the gas supply to the fire being insufficiently sized, there could be too many fittings

and restrictions on the existing gas supply or a blockage in the existing gas supply. Any remedial work will be chargeable at a minimum of £55.00 a linear metre. If this is found to be the case, each situation will be individually assessed and priced accordingly.

6. Boilers

- 6.1. As part of an installation the gas supply must be turned off and checked, as a result of this the boiler will automatically turn off. At the end of the installation we will relight the boiler however if this is not possible because the boiler has a fault then the customer must arrange with a heating engineer to fix the problem we are not heating engineers. We will not accept any responsibility for any extra work required and we will not be held liable for any extra costs incurred. We will not be liable to the customer for lost working time or the cost of third party contractors, or any other consequential loss.

7. Servicing

- 7.1. It is important to get your appliance serviced annually to keep up with the manufacturer's warranty and this must be documented, if you are burning predominantly smokeless coal then the stove must be serviced twice a year. Unless quoted for a service does not include any consumable items or gas parts, this would be extra and chargeable. If your gas appliance is faulty and not working then a service will be carried out which is chargeable, if this does not fix the problem then this will be assessed and any parts will be charged labour and materials on top of the service and any extra visits. If the appliance cannot be fixed we will still require payment in full for any parts or labour quoted. Any warranty claims must be backed up with proof of an annual service and any parts that are required to be changed annually as part of the service.

Guarantee

- 7.2. The 5 year guarantee that comes with all of our work is subject to terms and conditions:
- 7.3. It is for the installation only and not the appliance. Guarantees on the appliances are covered under the manufacturer's warranty.
- 7.4. Heat Installers must service your appliance annually for the next 5 years at a price to be agreed. If another company services your appliance within the first 5 years then the 5 year guarantee will be void and a standard 12 months guarantee will apply from the date the installation was completed.
- 7.5. The flue must be lined.
- 7.6. The 5 year guarantee does not cover any parts required for a service, wear and tear, the liner or any flue components. This includes cowls that get damaged from burning the wrong type of fuel or get blown off in extreme weather, any additional work will be chargeable labour and materials.
- 7.7. Any wood, mantels or beams supplied by us are not subject to any warranties where the ageing process has caused shrinkage or cracking in the material. Wood is a naturally occurring material and will change its characteristics over time. Beams made from reclaimed timber will have splits, shakes, cracks, holes, nails and wooden plugs this is the nature of the product. We cannot be held responsible for any changes in appearance or structure caused by the ageing process or further drying of the material. You are responsible for any after care which may include re-waxing or oiling the beams. In addition to this if you have ordered a beam from a display or a bespoke size we cannot guarantee that it will be the same as the display model, for example markings, colour, finish and texture, we always recommend you choose a beam from stock that we can put aside for you ready for the installation.
- 7.8. Manufacturers warranties on wood burning and multifuel stoves unless otherwise specified does not include the following: Glass, fire bricks, grates, ash pan, throat plate, paint, door and glass seals, where the stove has rusted because the stove has been overfired or wet fuel has been burnt causing parts to seize up. All of 8.6 is chargeable plus any remedial work required.
- 7.9. Heat Installers cannot be held responsible for faulty flues, chimney stacks or pots prior to or after installation. Although a stack is swept does not mean that it will not go faulty in the future, this is why we recommend lining all chimney stacks which bypasses the original chimney stack. Because of the design of a chimney stack we could not guarantee that all the soot deposits would be removed. Heat Installers cannot be held responsible for any damage to carpets or fireplace resulting from soot loosened by wind, rain, hail or snow again this is why we recommend installing a liner.
- 7.10. Heat Installers does not accept any responsibility for any fire existing gas & electric fires or stoves that are being re-installed, disconnected or connected by us.
- 7.11. Heat Installers does not accept any responsibility or guarantee any fires or stoves that have not been supplied by The Heat Depot, hotprice.co.uk or flames.co.uk.

8. Your Obligations

Your order is checked at the warehouse prior to the installation. You should inspect your order carefully upon the installers arriving at your house. Goods will be deemed accepted once the installation has begun. Once the installation is complete we will be unable to rectify any issues if this is even possible without incurring additional costs.

- 8.1. If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, You must obtain them before we begin to provide the Installation services. It is the customer's responsibility to ensure that your neighbours are in full agreement with any and all parts of the installation thereof, namely of any flue that may be in their view or may be affected by smoke produced from your installation. Failure to inform your neighbours may result in action taken by your local authority/council and we will not be held liable for this. Upon carrying out the installation we will assume this has been done.
- 8.2. During the knockout phase of the installation there may be significant noise as we use pneumatic tools also there will be debris, you may want to notify any neighbours prior to commencement of the installation. On the day we will assume this has been done.
- 8.3. If you have not purchased a DEFRA approved wood burner/multi fuel it is Your responsibility to check with your local authority/council to see if you fall within a smoke controlled area before the installation of a solid fuel appliance. On the day of the installation we will assume this has been done
- 8.4. If any party wall agreements are needed, You must enter into those agreements before we begin to provide the Installation services. We will presume you have got all necessary permissions required in place.
- 8.5. You will ensure that the Installers can access the Property at the Agreed Times to provide the Installation services.
- 8.6. Our team require a parking space outside your property as a lot of our equipment is very heavy and we will need access to our supplies throughout the day. If this is not going to be possible please advise us as soon as possible.
- 8.7. Please ensure that you can be present at your house for the installation date you are given. A responsible person must be on site all day during the installation as it may be necessary for us to consult with you on crucial decisions at any point during the installation process. Most installations are carried out in one day, if the installation is delayed – because a decision maker is not present, extra charges will apply. You are required to check your order and materials on site before the installation begins as we want to ensure you are happy with your order and also once the work is complete we will be unable to rectify any issues without additional costs being incurred. Upon completion of the installation a competent person must be present to show how the fire operates. The installation must also be signed off on completion. The manufacturer's instructions will be left with the fire, it is the customers responsibility to read through the instructions to understand how the fire works and if there are any special requirements or conditions for example to keep up with the warranty on the appliance or which fuels can and cannot be burnt on the appliance so as not to void the warranty.
- 8.8. All hearths will be installed level (depending on the texture of the surface) If

your floor is not level underneath the hearth there will be gaps under the hearth. This is unavoidable and you may have to install a bead around the hearth if you have laminate or exposed floor boards. Please make your own arrangements with the relevant trades, we will not be held liable for any costs incurred by any third parties.

- 8.9. You must ensure that the Installers have access to electrical outlets and a supply of hot and cold running water.
- 8.10. You must ensure that the Work Area is kept clear of furniture and other items such as curtains, pictures and decorative items and is out of use for the duration of the Job unless We direct otherwise. On the arranged installation date please have the area covered with your own dust sheets, we will also provide our own dust sheets for around the installation area as an installation will almost certainly cause considerable dust and soot. If you are unable to remove bulky furniture then please completely cover it with your own dust sheets.
- 8.11. Due to the nature of the work being carried out dust can travel to other areas of the house so please be aware that it is likely you will need to do some additional cleaning.
- 8.12. If you are having an inglenook, hole in the wall installation or a smaller fireplace than is currently in situ you will need to prepare the wall for us by removing any wallpaper back to the plaster. You will be responsible for any redecoration required and we will not be held liable for any costs incurred by any third parties.
- 8.13. Any existing carpet will be cut to fall 25mm under the hearth. If you prefer not to have your carpet cut in this way please roll the carpet back in preparation for the installation team, once the installation is complete please make your own arrangements for a professional carpet fitter to cut the carpet around the hearth. We will not be held liable for any costs incurred by any third parties.
- 8.14. You may need to engage a professional joiner to replace skirting board around the installation after our work is completed. We will not be held liable for any costs incurred by any third parties.
- 8.15. As a special licence is required for the removal of debris. It is Your responsibility to dispose of any debris. All building and rubble refuse will be placed in strong rubble bags where possible and left neat onsite for you to dispose of more easily, however you may prefer to have a skip on site on the day of the installation.
- 8.16. We do not recommend burning coal on multi fuel stoves. Although many stoves have the capability to burn coal a lot of coal on the market today is too hot for the stove as it contains petroleum and bitumen. Any damage caused to the stove is not our responsibility and under the circumstances where you have burnt the wrong coal you will void your warranty with the manufacturer. Damage caused by burning coal is crazed glass, damaged fire bricks, warped throat plates, warped and burnt out grates and doors warping and in extreme circumstances the stove body. We recommend that you burn good quality hardwood that is down to at least 20% moisture content. The easiest way to be assured of this is to burn Woodsure Ready to Burn kiln dried hardwood, we can recommend a supplier if you do not know one.
- 8.17. If you decide to burn coal it is up to You to do your due diligence and check what the coal is made of and that it is suitable to burn on the stove you have purchased.
- 8.18. All estimates are subject to survey and are given in good faith. If extra work is

required that was not apparent during the survey this will be quoted on site, labour and materials. An example of this would be the chimney stack being blocked with loose bricks or a gas supply being insufficient to provide the correct working pressure for the new gas appliance. In the case of the bricks this is time consuming to remove and the gas supply would have to be altered both of which would not be apparent until the installation commenced. We appreciate that no one likes unexpected costs but We are sure You understand that these are a result of unforeseen circumstances outside of our control. When it is apparent that extra work is required this will be discussed fully with You and a quote provided for the extra work prior to continuing with the installation.

- 8.19. In the unlikely event that any fire, surround or hearth has to be removed and refitted at any time under the guarantee or otherwise. Heat Installers will not be responsible for any redecoration or damage to wallpaper or flooring.
- 8.20. If you decide to install a television above your fire we will not be held responsible for any damage that may be caused by the fire.

9. Complaints and Feedback

- 9.1. We always welcome feedback from Our customers and, while We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.
- 9.2. If You wish to complain about any aspect of Your dealings with Us, please contact Us in one of the following ways:
- 9.3. In writing, addressed to The Heat Installers, Harpoon House, Sharp Street, Middleton, Manchester, M24 1AD
- 9.4. By email, addressed to The Heat installers info@heatinstallers.co.uk

10. Changing the Start Date

- 10.1. If You ask Us to change the Start Date:
- 10.2. We will where reasonably possibly agree a revised Start Date with You.

11. Events Outside of Our Control (Force Majeure)

- 11.1. All installation dates are quoted in good faith and are correct at the time of ordering, however these dates can be subject to change. Heat Installers cannot accept responsibility for installation dates that of the original installation date quoted. The delay on installation will not constitute good reason for cancellation of the order placed. We will not be liable for any failure or delay in performing Our obligations under these Terms and Conditions where the failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: Suppliers that are unable to supply the goods in time for the installation date, illness, traffic delays, power failure, strikes, lockouts or other industrial action by third parties, riots and other civil unrest,

fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control .

- 11.2. In the unlikely event that an installation has to be aborted because we are unable to carry out the installation for circumstances outside of our control we will only charge for the work carried out to this point. We will not accept any responsibility for any extra work required from other trades and we will not be held liable for any extra costs incurred. We will not be liable to the customer for lost working time, the cost of third party contractors or any other consequential loss.
- 11.3. If any event described under this Clause 19 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
- 11.4. We will inform You as soon as is reasonably possible;
- 11.5. Our obligations under the Agreement will be suspended and any time limits that We are bound by will be extended accordingly;
- 11.6. We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Installation services as necessary where applicable.

12. Liability

- 12.1. We will be responsible for any foreseeable loss or damage that You may suffer as a result of as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by You and Us when the Agreement is entered into. We will not be responsible for any loss or damage that is not foreseeable.
- 12.2. We will maintain suitable and valid insurance including public liability insurance.
- 12.3. If We cause any damage to the Property, We will make good that damage at no additional cost to You. We are not responsible for any pre-existing faults such as damp issues or leaking roofs or damage in or to Your property that may become apparent while providing the installation Services or after completion
- 12.4. We are not liable for any loss or damage you suffer which results from Your failure to follow any reasonable instructions given by us or the manufacturer.
- 12.5. Nothing in these Terms and Conditions is intended to or will limit Your legal rights as a Consumer under any consumer protection legislation. For more details of Your legal rights please refer to Your local Citizens Advice Bureau or Trading Standards Office.

13. How We Use Your Personal Data (Data Protection)

- 13.1. All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and Your rights under the GDPR.
- 13.2. For complete details of Our collection, processing, storage, and retention of

personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice available from our website.

14. Other Important Terms

- 14.1. We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.
- 14.2. The Agreement is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of the Agreement.
- 14.3. If any provision of the Agreement or these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Agreement or these Terms and Conditions and the remainder of the provision in question will not be affected.

15. Law and Jurisdiction

- 15.1. These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of [England & Wales]
- 15.2. As a consumer, you will benefit from any mandatory provisions of the law in Your country of residence. Nothing in Sub-Clause 20.1 above takes away or reduces Your rights as a consumer to rely on those provisions.
- 15.3. Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by Your residency.