

# Terms & Conditions

## Introduction

For the purpose of these terms & conditions the following words shall have the following meanings:

- (a) "The Company" shall mean HeatGlow.
- (b) "The Customer" shall mean the person or organization for whom the Company agrees to carry out works &/or supply materials.
- (c) "The Operative" or "Engineer" shall mean the representative appointed by the Company.

## Contract

The Company shall only be bound by estimates given in writing to the Customer & produced by a duly authorized representative of the Company. The Company shall not be bound by any estimates given orally or in which manifest errors occur. For the purposes of these terms, 'in writing' includes by email and any document which is set out in a hand-held device and any signature on a hand-held screen shall be treated as in writing.

## Acceptance of Work

Written estimates sent by email must be accepted by email using the link provided with the estimate. This will log your IP address and will be treated as a digital signature for the purposes of acceptance.

The company may refuse any work at their discretion. The company are also not bound to provide any estimates, if they do not wish to carry out the subsequent works based on any grounds.

## Charges

The company charges a minimum 1-hour labour fee, regardless of work carried out or time spent on site. If, for any reason, the company are unable to carry out works during the allocated time on-site, the minimum 1-hour charge will still be applicable, plus the cost of any parts and materials and any additional labour time over that first hour.

Should parts be required to carry out works, where the engineer doesn't have stock items on his van, the Engineer will collect from a local merchant, and incorporate this time into the final labour costs.

All charges are subject to the appropriate VAT rates.

Where the date and/or time for works to be carried out is agreed by the company with the customer, then the company shall use its best endeavors to ensure that the operative shall attend on the date and at the agreed time. However, the company accepts no liability in respect of the non-attendance or late attendance on site of the operative/ engineer or for the late or non-delivery of materials.

All invoices are due for payment immediately upon completion of works.

Account customers are by prior arrangement only and full payment is due by the agreed terms and no later.

If a job is complete, but there is snagging of any kind, the customer shall still pay 90% of the total invoice amount upon completion of the works. The customer should then allow the company sufficient and fair access to correct any snagging, the customer shall then pay the remaining 10% immediately upon completion.

Deposits may be required on larger jobs, or jobs that require special order or non-returnable items.

The company will not supply any guarantees, extended warranties or certificates, or any other documentation, unless the balance of the invoice has been satisfied completely.

### **Materials**

Collection of non-stock items is chargeable but:

(a) Time must be kept to a minimum & reasonable.

(b) If the collection time is likely to exceed 60 minutes the customer must be additionally informed of the circumstances.

Materials supplied by the customer to be installed by the company, but found to be incorrect/ unsuitable or faulty, and consequently not installed, will still be subject to a minimum charge to cover the engineers time.

### **Estimates of Work**

Any estimate supplied by the company may be withdrawn by the company at any time. If an estimate is not accepted by the customer within 30 days of issue, it will be assumed that the customer has rejected it.

All estimates are based on a visual inspection by a member of our team and are provided under the assumption that our engineers will not encounter any unforeseen circumstances that may alter the estimated labour costs, or materials & parts costs, and therefore alter the final costs. Any situation such as this will be brought to the attention of the customer at the earliest possible time, and they will be notified of the estimated recalculations. In addition to these points, there are other times that the final cost may differ from the original estimate, such as:

- If the customer adds to works to be carried out, after the estimate has been supplied/ accepted.
- If the supplier increases the price of materials or parts, after the estimate has been supplied/ accepted.
- If it is discovered that there has been an error in preparation, after the estimate has been supplied/ accepted.
- If there are additional works required, in order to complete the project in its entirety, that were not foreseen when the initial inspection was carried out and estimate supplied. For example, if it transpires that there is asbestos present or other materials requiring specialist subcontractors.
- Only estimates in writing will be firm.

Any drawings or plans provided with an estimate are given as a demonstrative tool to provide a visual representation of our ideas and in no way represent any part of a contract.

When a customer accepts an estimate, it is assumed that they have the necessary permissions/ access for the company to carry out the work. If the company suffers any losses or penalties as a result of not having the necessary permissions, the customer will reimburse any and all of these charges.

Written estimates sent by email must be accepted by email. This will log your IP address and will be treated as a digital signature for the purposes of acceptance.

## **Defects.**

All defects of workmanship must be reported to the company as soon as is reasonably possible and will be covered by the company's workmanship warranty for 12 months. This warranty will only apply to work carried out and completed by the company that has been paid for in full. The customer must also allow the company reasonable time for inspection and repair.

The Customer accepts that if he fails to notify the Company as aforesaid then the Company shall not be liable in respect of any defects in the works carried out.

If an inspection takes place and it becomes apparent that the defect is not the fault or responsibility of the Company, and is not as a result of our workmanship, the Company reserves the right to reasonably charge for the inspection and any works they are asked to carry out as remedial works, as per their standard charges.

**The Guarantee shall be for labour only in respect of faulty workmanship for 12 months from the date of completion with the manufacturer's warranty in force.**

The Guarantee will become null & void if the work or appliance that is completed or supplied by the Company is:

(a) Subject to misuse or negligence.

(b) Repaired, modified or tampered with by anyone other than a Company operative. The Company will accept no liability for, or guarantee suitability of; materials supplied by the Customer & will accept no liability for any consequential damage or fault.

Work is guaranteed only in respect of work directly undertaken by the company & payment in full has been made. Any non-related faults arising from recommended work which has not been undertaken by the company will not be guaranteed.

The company shall not be held liable or responsible for any damage or defect resulting from work not fully guaranteed or where recommended work has not been carried out. Work will not carry a guarantee where the customer has been notified by the operative either verbally or indicated in ticked boxes or in Comments/Recommendations of any other related work which requires attention.

## **Limitation of Liability**

It is the responsibility of the customer to ensure all furniture, fixings and fittings are protected before the engineer attends. It is also the responsibility of the customer to ensure safe and sufficient access to the area in which the engineer will work. The company accept no responsibility for any accidental damages caused to furniture, furnishings fixings or fittings, should an engineer need to move them to access the area in which he has been asked to work.

The Company's liability is limited to:

- Liability for Personal injury or death resulting in the company's negligence when on site.
- Reasonable and fair costs to repair any damages caused to customers property, should this be as a result of the company's negligence.
- The company will not be held responsible for any damages or loss that occurs as a result of pre-existing defects or weaknesses within the property. If damage to brickwork or plaster is caused as a direct result of works carried out, it will be the company's responsibility to make good. However, we cannot accept responsibility for any damage to wall coverings, tiles, carpets or other furnishings & Furniture as a result.

- The company will not be held responsible or liable for any damage caused as a result of investigative work or repairs carried out whilst on-site. This includes, but is not limited to, any damages caused by the removal of tiles and tiling, all floor coverings, internal and external walls and their respective coverings, bathroom suites, panels and furniture, Ceilings and adjacent pipework.

#### **Other Notes**

The company will not be held liable for being unable to carry out the work contracted to them by the customer, due to forces beyond their reasonable control.

The company cannot be held liable for any frozen pipes, damage caused by frozen pipes, or the removal of any blockages or subsequent damage bought on by frozen pipes.

The company will not guarantee any works that they have advised against carrying out. Likewise, the company will not guarantee any works where the company has advised of any remedial works needed, either verbally or in written form, but this work has not been carried out. Where the Company agrees to carry out works on installations of inferior quality or over ten

years old at that date no warranty is given in respect of such works & the Company accepts no liability in respect of the effectiveness of such works or otherwise.

The company is not liable for any loss, damage or subsequent repair of any existing pipework, fittings or appliances that are connected to the system to which we are attending, but which we do not directly work on. For example, existing radiators and pipework where a new boiler has been installed.

The company will not guarantee any works carried out by agencies under their instruction and will be covered by their respective guarantees only.

All Gas Safe engineers operate under their own Gas Safe registration, and as such are solely responsible for any gas related works, and any subsequent liability. The company is not liable for any such matters.

The customer shall be solely liable for any hazardous situation in respect of Gas Safe Regulations or Gas Warning Notice issued.

No engineer/technician or other member of staff will enter a property where there are minors present, but no persons over the age of 18. Should there be adults present when the member of staff enters the property, but the situation changes and for any reason, they are to leave the minor in the property alone, the member of staff will also leave at the same time.

This Website and its contents including all graphics, Logos and other intellectual property remain property of the company and must not be copied, distributed or used in any manner other than is intended, without specific prior permission.

**These terms & conditions & all contracts awarded between the Company & Customer shall be governed & construed in accordance with English law & shall be subject to the exclusive jurisdiction of the English law.**

**Your Statutory Rights are not affected.**

# Financial Promotions

## 1. INTRODUCTION

We will ensure that any new financial promotion developed by staff complies with FCA Financial Promotion requirements and are reviewed by Senior Management, we also review existing adverts and content on a rolling basis to ensure its relevance, suitability and adherence to the regulations. All authorisation reviews and newly developed promotional materials are assessed against this checklist material to ensure compliance and provide customers with fair, transparent and non-misleading information.

## 2. COMMUNICATION & FINANCIAL PROMOTION CHECKLIST

This checklist is used prior to a financial promotion or new communication format being implemented and is also used for the assessment and monitoring of continued compliance with the regulatory requirements under CONC 3.3, PERG 8.3, COBS 4.1 The checklist is completed and signed off by Senior Management prior to implementation.

### Checklist

- Does the material use plain and intelligible language?
- Is the material easily legible?
- Is all the information contained in the material accurate?
- Is the material fit for purpose and the intent clearly defined?
- Are any risks or warning clear identifiable and legible?
- If comparisons are used, are they fair, unbiased and honest?
- If premium-rate numbers are used, are the costs clearly provided?
- Have all products/services been described accurately and in an honest manner?
- Is the material content jargon free & non-misleading?

### Disclosure Requirements

- Does the material specify the name of the person making the communication?
- Does the material identify the lender?
- Is the firm's full name and trading address provided? Does the material include the statutory status disclosure status?
- Does the material specify the nature of the firm's business?
- Does the material provide contact numbers and/or an email address?
- Does the material offer an opt-out button? (email promotions only)
- Does the material comply with CONC 3.3 regulations?

Before a firm approves a financial promotion for communication by an unauthorised person, it must confirm that the financial promotion complies with the financial promotion rules.

### Due Diligence Requirements

- They are audited and due diligence checks are carried out to ensure compliance, competency and expertise in this area?
- Promotional materials that are date and/or timeline specific are taken out of circulation as soon as the timeframe ceases?
- The FCA and any other regulators are clearly named as such on any promotions?
- No product/service feature is described as "guaranteed", "protected" or "secure"?
- Adequate records of all financial promotions are kept?
- Records of all reviews and authorisation for financial promotions are kept and retained?
- Staff who develop, review and/or offer financial promotion are provided with full training and support with regards to the FCA rules and regulations?
- Staff are assessed and tested to ensure their understanding of the financial promotions regulations is suitable, competent and effective?

Once the assessment checklist has been completed – save a copy of the results along with the financial promotion being reviewed and retained for a period of 6 years.

# GDPR Regulations Regarding Data Privacy

Due to a recent change in regulations we now have to tell you what information we collect about you and your property and how we process/store this data.

- If you call upon our services, whether for a quotation or for a job to be carried out, we will ask you for contact details including your name, address, phone numbers and email address. We will store this on our cloud-based CRM system that is password protected and assume you are happy with this and that we have your consent to do so.
- We may store these and other relevant details about your property such as type of property, boiler make/model/location, stopcock position, gas meter location and any other information that may be useful for our engineers.
- We will assume that you are happy for us to do so, and that you give consent for us to store and use this data for fulfilment of contract. If you do not want us to store any data or you wish us to change any details we have, just drop us an email or phone call, or use the contact form on our secure website. Certain types of data such as financial records for tax reasons cannot be erased.

- Whilst carrying out work for you we may need to pass your details on to one of our approved contractors or suppliers under the performance of contract area of the lawful processing of your data.
- We may also need to pass you details on to various governing bodies for certain appliance/installation registration purposes.
- We assume that if we carry out works for you we have your consent to use images of our work within your property for marketing and social media purposes. Every care will be taken not to include any reference to you or your address, pictures, personal effects, persons, pets or belongings in the photo.
- We may from time to time contact you via our email marketing platform with details of relevant offers or services, if you do not wish to receive these you may use the unsubscribe option within that email.
- As an individual you have strengthened rights under the new General Data Protection Regulations including the right to rectify any incorrect information we hold, transfer this information to another company, access the information or withdraw the information we hold about you.
- If you send in a CV for a job vacancy we will assume that we have your consent to store your data, even if you are unsuccessful so we may contact you if a similar role becomes available in the future.

#### **Cancellation Rights – Cancellation rights will be provided when required**

#### **The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.**

#### **Notice of The Right to Cancel:**

Where an estimate is accepted either online digitally, or by way of a Work Start Authorization form; Under the above regulations you have a right to cancel this contract during a period of 14 calendar days from the day this notice is sent or given to you. During that period if you choose to cancel the contract, any money paid by you will be refunded.

However, if you have already given written approval for the work to begin before the end of the cancellation period, you may be required to pay for goods or services already provided.

If you wish to cancel the contract, you must do so in writing and deliver personally or send (which may be by electronic mail or post) this to the person named below. You may use a cancellation form (please call us and we will provide you with one) but you do not have to.

The notice of cancellation is deemed to be served as soon as it is posted or in the case of an electronic communication from the day it is sent.

In the unlikely event there is anything you are not completely satisfied with, please contact us as soon as you can in order that we can rectify any problems as soon as possible. Either call us on **07710827477**, or write to us at HeatGlow, 28 St Francis Road, Whitchurch, Cardiff, CF141AW or email us at [info@heatglow.co.uk](mailto:info@heatglow.co.uk) We aim to respond within 48 hrs of receiving your complaint and where possible, will provide you with a date to remedy any issues raised. Where we are unable to resolve your complaint using our own complaints procedure, as a WHICH? Trusted Trader we use Dispute Resolution Ombudsman for dispute resolution. If you wish to contact them in the first instance, please call WHICH? Trusted Traders on 0333 241 3209.

## **Our Complaint Procedure**

### **Step-by-step complaints procedure**

If you're not completely happy with our service we'd like to hear about it so we can do something to put it right.

We do everything we can to make sure our customers get the best products and service possible, however, sometimes we understand that we may not get things right. If this happens, please let us know.

We want to:

- make it easy for you to tell us what went wrong;
- give your complaint the attention it deserves;
- resolve your complaint without delay; and
- Provide you with the right outcome to your complaint

How & where to complain

If you are not satisfied with any aspect of our service or products you can tell us in the following ways:

In person – call into our office at the address shown overleaf. We are open **(8:30am - 5pm Monday to Friday)**

In writing – write to us at the address overleaf and address your letter to **(HeatGlow)**

By telephone – call us on **(07710827477)** during our office hours and ask for the Customer Services Department.

By email – **(info@heatglow.co.uk)**

How long will it take?

We always aim to resolve complaints in a timely manner and to the satisfaction of all concerned. We endeavour to resolve complaints quickly, through thorough investigation.

Please see timeframes below:

- If we are able to resolve a complaint within 3 business days, we will issue the complainant with a summary resolution letter detailing our resolution and advising the customer of their right to refer the complaint to the Financial Ombudsman Service.
- For every complaint received that cannot be resolved within 3 business days, we will issue the complainant with an acknowledgement letter within 5 business days, along with a copy of our complaint's procedure.
- We will advise the complainant on each communication when they can expect to hear from us next
- If after 4 weeks we are still not in a position to resolve a complaint, we will issue the complainant with a '4 week holding letter' advising why we are not yet in a position to resolve the complaint.
- We will endeavour to resolve complaints in a timely manner and **within 8 weeks** as a maximum.
- If we cannot resolve a complaint within 8 weeks then we will remind complainants of their right to refer their complaint to the Financial Ombudsman Service (see final response letter templates).

- All complaints received and resolved will be recorded so we are able to identify trends and make the necessary business changes to improve the services to our customers and prevent repeat occurrences.
- If a 3<sup>rd</sup> party is solely responsible for the complaint or the reasons for the complaint, we will refer the complaint to them within 5 business days and write to the customer to make them aware of this.
- If a 3<sup>rd</sup> party is jointly responsible for the complaint with us, we will refer the complaint to them within 5 business days, write to the customer to make them aware of this, and then investigate and handle the complaint points relating to us as per our normal process.

**If we cannot resolve your complaint**

**If we are unable to resolve your complaint within 8 weeks, we will:**

**Send you a letter explaining our reasons for the delay and an indication of when we expect to provide our final response**

**The Financial Ombudsman Service**

**Our aim is to resolve all complaints internally. However, if after receiving our final response letter, or if eight weeks have passed, you may have the right to refer your complaint to the Financial Ombudsman Service (FOS). Their contact details are shown overleaf.**

**Financial Ombudsman Service**

**If you would like the Financial Ombudsman Service to look into your complaint you must contact them within six months of the date of our final response letter.**

**The Financial Ombudsman Service  
Exchange Tower  
London, E14 9SR**

**Telephone: 0800 023 4567  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)**

**Further information can be obtained from the Financial Ombudsman Service's website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**