



Our terms and conditions

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Please ensure that you read these terms and conditions carefully, as it contains both helpful and important information about the installation of improvements included in your agreement. If you think that there is a mistake or require any changes to your agreement, please contact us to discuss. We will confirm any changes in writing to avoid any confusion between you and us. If you wish to simply talk to us about our terms and conditions, please don't hesitate to contact us on **0333 323 1404**.

These terms and conditions are separated into the following sections

1. Definitions
2. General Terms
3. The Installation
4. Payment
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6. Your Cancellation Rights
7. Our Cancellation Rights
8. Raising a Complaint
9. Dispute Resolution
10. Boiler Installation Specific Terms
11. Solar PV and Battery Storage Specific Terms

1. Definitions

In this agreement the following expressions will have the following meanings:

Agreement: these terms and conditions and the quotation.

Agreement date: the date you receive this agreement.

An event outside our control: means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks and or major disruption to transport networks.

Cancellation period: 14 calendar days following the signing of the agreement or the acceptance of the finance agreement, whichever is the latter.

Property: the domestic property detailed in the agreement where the installation is to be undertaken.

Quotation: the cost of the improvements detailed in the agreement.

You or your: will refer to the domestic customer, being the person, whose name and address is shown in the agreement.

We or us or our: means Effective Heating Limited as appropriate. Effective Heating Limited is a company, trading as Effective Heating, whose Registered Office is 1 Boston Road, Leicester, Leicestershire, LE4 1AA.

Installation: The installation of improvements to be carried out by us as detailed in the agreement at clause 3.

2. General Terms

2.1. Effective Heating is able to offer ECO subsidy for all eligible improvements and to householders in receipt of certain income-related benefits. We will have already assessed if you are eligible for these subsidies before issuing you this agreement, but if you have any questions about ECO don't hesitate to contact us on 0333 323 1404.

2.2. Any estimated costs of install provided before any survey are subject to a survey and we reserve the right to amend that estimate if any additional costs are identified.

2.3. We reserve the right to amend or withdraw the quotation and/or this agreement at any time prior to it being accepted by you.

2.4. This agreement is subject to us agreeing to your agreement with us and/or us agreeing to carry out the installation of improvements.

2.5. If following the acceptance of the agreement we identify additional costs that we could not have reasonably known about that are not our fault, we will notify you in writing. If this work requires additional costs, you or we may cancel this agreement in writing. If in this scenario you choose to continue, the additional work may require additional consents which you will need to provide us with copies of.

2.6. If any part of this agreement is not permitted or is held to be ineffective by any court of law or other regulatory or competent body this will not affect any other part of this agreement.

2.7. Notices required under this agreement will be in writing and delivered by hand, sent by post or email (where provided and permitted). We will send notices to your billing address. We will assume you have received the notice 5 working days after we have sent it unless we receive evidence to the contrary. When writing in please send postal notice(s) to Effective Heating Limited Unit 1, Crompton Business Park, Crompton Road, Doncaster DN2 4PA or

email us at sales@effectiveheating.co.uk

2.8. This agreement and any disputes arising from it will be governed by either the laws of England and Wales in the exclusive jurisdiction of the Courts of England and Wales if the property is in England or Wales; or the laws of Scotland in the exclusive jurisdiction of the Scottish Courts if the property is in Scotland.

2.9. The headings in this agreement are for your guidance only and do not affect the interpretation.

3. The Installation

3.1. If you are a tenant or you do not own your property, you will need the owner's or landlord's permission before you can authorise the installation of improvements. We require evidence from you that such permission has been obtained.

3.2. If you are a landlord then you must inform your tenants before we carry out any installation at the property, and your tenants must be aware of the access we are going to require.

3.3. Where we carry out unauthorised works at the property where you have failed to obtain consent or permission or where you have given false or inaccurate information. You will compensate us for any losses suffered as a result of your failure to obtain the relevant consents or the property owner's permission.

3.4. You may need to get planning permission and/or listed buildings consent from your local planning authority. If your property has a mortgage, then you may also need to get permission from your mortgage provider.

3.5. We cannot continue with the installation without these permissions and cannot take any responsibility if they are not available or become withdrawn. We require that you tell us as soon as possible if this becomes the case. We may then cancel the contract within the terms of this agreement if we find out that the permissions are not in place. If the installation is suspended due to a lack of relevant consents or permissions, other than because of our negligence or breach of this agreement for the installation, you will be responsible for the works undertaken and the materials supplied as part of the installation as at the date of suspension.

3.6. You may need to notify the building's insurer of any improvements you have done.

3.7. All the installers and subcontractors that we use will be suitably certified for the improvements they are installing.

3.8. Unless otherwise stated in writing, we will be entitled to carry out the installation in stages. Unless otherwise stated in writing, the installation will be carried out:

a. During normal working hours (08:00 to 20:00 Monday to Friday)

b. Where in our opinion a condition exists, which would prevent us carrying out the installation in a safe and/or efficient manner, we may ask you to remedy the condition(s) at your own cost before we proceed. We will not be responsible for any losses caused by any resulting delay. If you do not remedy the condition(s) within a reasonable period, to our satisfaction, this will be considered as a denial of access by you as set out in clause 7.2.e

c. With the opportunity for continuous work during the times set out above. If you deny us this opportunity at any time, you must pay any additional costs incurred by us

3.9. We will make every reasonable effort to complete the work on time, however, we (or our sub-contractors or agents) cannot be held responsible for delays that occur due to your actions or due to an event outside our control. In such, we may be forced to cancel appointments at late notice. We will not be liable for any

loss that results from this; in such circumstances, we will agree an alternative date to carry out the installation and we will not incur any liability for such delay.

3.10. Any times or dates given by us for the carrying out of the installation are given in good faith but are approximate only and will not be of the essence and we cannot be held responsible for delays outside of our control.

3.11. We will not be responsible for delay due to lack of instructions by you or by your agent. If any such delays involve an expense to us, you will pay that expense.

3.12. You will provide adequate facilities for economical execution of the agreement. These will include access to the property, power, water, and toilet facilities.

3.13. You must ensure that all relevant lofts, airing cupboards, garages outside walkways and work areas are clear and free of obstruction to allow our teams to carry out the agreed works. If you are in any doubt as to the level of access required for your specific work, please contact your surveyor or the office on 0333 323 1404.

3.14. The installers may perform a site assessment to look for any potential health and safety risks and they will not start work if there are any risks to health. If this assessment details any reasonable preparation work from you then this will need to be completed before the work starts. The installers will only work if there is an adult at the property. We can adjust the specification of works if required for legal conformance or to avoid a safety risk.

3.15. In the event that we are required to provide additional pre agreed works for your improvement these will be charged at £50 exc 20% VAT per hour per fitter.

3.16. If during the progress of the installation any hazardous materials (including asbestos) are encountered which could not have been reasonably identified by us over the phone, we will let you know. We will withdraw our staff immediately from the property until the property is made safe. Removal of hazardous material is your responsibility. Where you request removal of the hazardous materials to be undertaken by us or our approved contractor, costs will be charged to you in addition to the agreed contract price. If you have had the hazardous materials removed independently, you must, in the case of asbestos, provide us with a clean-air certificate before we continue with the installation. If the hazardous material is not removed our rights of cancellation in clause 7 apply.

3.17. We will make good any damage to the fabric of the property unless you specify in writing that this should not be done. Once the installation is complete and whilst the installation team are on-site, you will be required to check the work and complete a certificate of completion.

4. Payment

4.1. The costs for carrying out your improvements will be detailed in the quotation. If you are not using our finance offers, we require that you pay us prior to the installation of the improvements by contacting our payment team on 0333 323 1404 and paying by credit or debit card. Alternatively, you can pay by cheque. Please make cheques payable to Effective Heating Ltd and post to Effective Heating, Unit 1, Crompton Business Park, Crompton Road, Doncaster, DN2 4PA. Once the measures are fitted, they will become part of the property and as such belong to the owner.

4.2. You must pay VAT and any other taxes or duties at the applicable rate on the agreed contract price.

4.3. If you cancel your credit agreement, then you will need to make other arrangements to pay for your improvement(s). Cancelling your credit agreement may result in the cancellation of this installation agreement.

5. Use of Personal Information

5.1. This section explains how we use the information we collect about you when you buy a product or related service from us under this agreement. We will tell you if we significantly change the information we ask for or the way we use it. All information provided to us will be used to complete the installation of the improvements contained within this agreement and arrange any ECO funding if required. We will pass the required information to contractors so that they can plan for and arrange the installation. We may contact you to arrange during and post-install checks with either internal or external inspectors.

5.2. We may collect information about you when you use our website; correspond with us by phone, letter, email, SMS or otherwise; or in the course of providing you with services or products. We may receive information about you from third parties, such as credit reference agencies.

5.3. Information you provide, or we hold may be used by us, our employees and/or our agents, and companies within the Effective Energy Group to:

- a. Provide you with online services
- b. Identify you
- c. Detect and prevent crime, fraud or loss
- d. Contact you or authorised third parties to administer any accounts, services or products. If you provide us with an email address, we may use it to send contract fulfilment and other account or services related information
- e. Contact you to collect feedback, for example through surveys or questionnaires
- f. Conduct research, analysis and testing of our systems
- g. Train our staff and improve our products and services
- h. Conduct, and contact you concerning market research
- i. Identify offers or payment advice tailored to your needs

5.4. We may share your information with third parties, including:

- a. Companies that provide, review and/or receive services concerning our website, or our services and products
- b. Regulators or legally appointed bodies, such as Ofgem, for regulatory or legal purposes
- c. Organisations involved in the prevention or detection of crime or collection of taxes or similar impositions. If we have reasonable suspicion an offence is being or has been, committed we will investigate and may record relevant information which we may share with third parties (such as the Police)
- d. If you fail to make payments, we may share information with debt collection and tracing agents
- e. Authorised third parties or named account holders on any account you hold with us

5.5. We may also monitor and record any communications we have with you, including phone conversations, SMSs, emails and web chat, to make sure we provide a good service, meet our legal and regulatory requirements, and to train our staff.

5.6. We may pass your address, property and postcode and details of your appliances and installations to organisations that supervise these activities and to whom we are registered with. These organisations may pass this information to local authorities to meet planning and regulatory requirements.

5.7. Where you have indicated that you are interested in other energy saving products, we will hold your contact information so that we may send you information in the future about other energy saving products we provide.

6. Your Cancellation Rights

6.1. We or our appointed installer will contact you directly to confirm appointments and you can change or cancel these via ourselves, but this must be no later than within 24 hours of the appointment.

6.2. If less than 24 hours' notice is given to cancel the installation, we may charge you for costs that we or the installer has incurred to a maximum of £100.

6.3. You can cancel within 14 days, starting the day after the day on which goods come into your physical possession or the person that you ask that goods are delivered to. You can contact us on 0333 323 1404 to discuss. If you asked us to begin installation during the cancellation period and then subsequently cancelled your agreement with us, you will pay us a proportionate amount of the total cash price reflecting any work carried out, including the cost of any parts ordered in relation to your order up to your communication to us of your cancellation.

6.4. We will refund any monies due as soon as reasonably possible.

6.5. You can also cancel after this period if there is a requirement for any unforeseen additional work as detailed within clause 3 – installation, or there is a severe or unreasonable delay to the installation which is not caused by you or an event outside our control.

6.6. If cancelled following the 14 working days cancellation period, we reserve the right to charge a pro-rata abortive fee for any work carried out, or specific materials procured in accordance with the installation up to the point of receipt of your cancellation letter. If works commence within the cancellation period and you then cancel, you will be charged for reasonable goods and services provided up until this time.

6.7. If you cancel your credit agreement and at the time you cancel it, the installation of your improvement(s) has started (but the installation has not been completed, or it has been completed but you have not confirmed that you are satisfied with it), then we will contact you to discuss how you wish to proceed under this installation agreement. You will need to make other arrangements to pay for your improvement(s) and our standard installation terms will apply if you wish to continue with the installation and we are satisfied that it can proceed. Otherwise, you must pay us for any goods and/or services we have already provided to you up until the time of cancellation and then your installation agreement will come to an end. We will, if applicable, return any advance payment you have already made to us if it exceeds the amount of this payment.

6.8. If you want to cancel your installation agreement, you may use the form on page 7 if you wish. Cancellation is deemed to have started once the notice has been posted or sent by electronic mail to sales@effectiveheating.co.uk. Effective Heating can be contacted on 0333 323 1404 at any time to discuss the cancellation process.

7. Our Cancellation Rights

7.1. We reserve the right to terminate this agreement at any time.

7.2. We may cancel your agreement in the following circumstances:

- a. If you have given us false information which results or may result in our suffering material loss or damage or being in breach of the law
- b. If you do not pay the agreed contract price
- c. If you seriously breach this agreement
- d. If any health and safety issues exist which seriously affect

our ability to do the installation and/or which are either caused by you or about which you should have told us in advance

- e. If you do not give us reasonable access to your property
- f. If the additional work we tell you is needed has not been completed
- g. If you have breached the terms of your agreement
- h. If you no longer own or occupy your property
- i. An event outside our control means we are not reasonably able to carry out the Installation
- j. The agreement is subject to funding being available at the time of installation, we have the right to cancel the agreement should the ECO funding previously available change or be withdrawn
- k. An event outside our control means we are not reasonably able to carry out the Installation
- l. We also have the right to cancel the agreement should it be identified that at the point of installation you are not in receipt of the correct qualifying benefits required, to obtain the ECO funding, that would have funded the installation

7.3. If we cancel this agreement but there are charges that you are due to pay to us, you will remain responsible to pay these reasonable charges.

7.4. If we cancel the agreement for any of these reasons, we will discuss other options with you including refunding any sums you have paid in advance for goods and services not yet provided.

8. Raising a Complaint

8.1. If you wish to make a complaint, you can contact us in one of the following ways.

- a. By telephone to 0333 323 1404
- b. By email to sales@effectiveheating.co.uk
- c. In writing to Effective Heating Ltd, Unit 1, Crompton Business Park, Crompton Road, Doncaster, DN2 4PA

8.2. Upon receiving a complaint, we will acknowledge it in writing within 2 working days, giving you the name and contact details of the person investigating it.

8.3. Should we receive a complaint from a third party, we will contact you in the first instance to ensure that you have given permission for this party to be the main point of contact.

8.4. We will keep you informed about the progress of the investigation. We aim to have all complaints resolved within 14 working days unless we agree on a different time scale with you. If the complaint is of a serious nature (i.e. a safety issue) the issue will be escalated immediately with a view to resolving the issue (or at least, the safety risk) within 24 hours. Upon reaching a satisfactory resolution, you will receive a letter outlining:

- a. Details of the findings
- b. Our proposals to resolve your complaint; and
- c. Any action we have taken

8.5. You will receive a call, 7 days from the resolution letter being issued to ensure that you are fully satisfied with the steps that have been taken to resolve the complaint.

8.6. Although our team are fully trained in handling any issues that may arise, if at this point, or at any other stage of the process, you feel unhappy with the way your complaint is being handled, your complaint will be escalated to the senior department manager and the resolution process will continue until a satisfactory outcome is reached.

9. Dispute Resolution

9.1. As Effective Heating is a Which? Trusted Trader, there is an additional layer of protection available to our customers. In the unlikely event that you feel that your complaint has still not come to a satisfactory resolution, you can contact the Dispute Resolution Ombudsman to independently investigate your concerns. More information can be found at <https://www.disputeresolutionombudsman.org/which-trusted-traders-partnership/>



9.2. Effective Heating is certified by HEIS for in the install of Solar PV. You can contact them to discuss your complaint if we fail to come to a satisfactory resolution regarding your Solar PV.

9.3. Where you have a complaint regarding financial services we have offered, and you are not satisfied with our resolution or 8 weeks have passed, you have the right to refer your complaint within 6 months of our response to the Financial Ombudsman Service (FOS). Their details are shown below.



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

Tel: 0800 023 4567

Email: complaint.info@financial-ombudsman.org.uk

Further information can be obtained from the Financial Ombudsman Service's website at www.financial-ombudsman.org.uk

10. Boiler Installation Specific Terms

10.1. If additional work is being carried out, i.e. if the flue needs relocating or new pipework is needed, this work may cause damage to wall coverings, paint etc.

10.2. Although every effort will be made to avoid such damage, there may be a need to redecorate certain areas once the work is completed. This is not included within the quotation and you will be responsible for this. When making good, we will offer three types of bricks for you to choose from, for your property. If you would prefer to supply your own bricks, these must be on site prior to work commencing.

10.3. If insulation is being fitted as part of your agreement you must allow the installers full access to all relevant areas which may include, but it's not limited to, for loft insulation; clearing the loft of any stored items, ensuring access to the loft hatch is clear, for wall insulation; clearing any obstructions next to or near the walls of the property.

10.4. If it is necessary to remove or alter fixed furniture (e.g. kitchen units) or flooring, you should arrange for a specialist contractor to carry out such works. We will endeavour to give notice if such works are required. If you instruct us to carry out such works, we will not be held liable for any resulting damage to the furniture or flooring or surrounding area, reinstatement or making good. Certain areas may need redecoration, repair, restoring or re-fixing once the installation(s) has been completed and is not included in the agreed contract price. Replacement of flooring will be your responsibility and at your cost.

10.5. No guarantee can be given on the integrity or suitability of any existing components being connected to and we cannot be held responsible for the failure of any such components or defects existing within any part of the original system i.e. seals, radiators, pipe-work, showers, taps etc. This includes, but is not limited to, a potential increase in hot and/or cold-water pressure in the property as a result of changing the boiler which may affect

existing seals within connected components. Where products are connected to existing hot & cold-water pipes, tanks, seals or cisterns, the installation is based on the assumption that the existing plumbing system is in satisfactory condition.

10.6. As it is necessary that all pipes are accessible, we will not normally bury them in solid floors or walls and pipes will be exposed in these situations. Boxing in of pipe-work is not included unless specifically detailed.

10.7. Where combination boilers are supplied, hot water flow rates will be reduced if more than one tap or outlet is used simultaneously. This is not a fault and is a characteristic of most combination boilers.

10.8. As water supply rates can be variable, we cannot be responsible for your central heating system failing to function properly because your water supply becomes inadequate or variable.

10.9. Condensate pipes in unheated or external areas can freeze in extreme weather. We will not be liable for any costs you incur should this happen.

10.10. We are responsible for any death or personal injury caused by our negligent acts or omissions or for our failure to use reasonable care and skill when carrying out the installation.

10.11. Subject to clause 10.10, we will only be liable for any loss or damage which is a foreseeable consequence of a breach of this agreement. Loss or damage is reasonably 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. Our maximum liability to you under this agreement shall not exceed the agreed contract price. We are not responsible for any business loss.

10.12. Effective Heating Limited is the first point of contact for the duration of any manufacturer warranties on goods provided.

11. Solar PV and Battery Storage Specific Terms

11.1. Module and inverter brands/models are subject to availability from suppliers, therefore we reserve the right to substitute equal or better equipment if stocks are depleted, you will be consulted before the installation.

11.2. We endeavour to have all works completed within 25 working days after the agreement has been signed unless otherwise agreed beforehand.

11.3. The performance of solar systems is impossible to predict with certainty due to the variability in the amount of solar radiation (sunlight) from location to location and from year to year: The contract you are signing is for the supply of goods only and any performance figures we have given you should be used for illustration purposes only. Any estimate of performance is done so using industry standards. However Effective Heating Limited will guarantee our 1st year estimate of performance made. In order to qualify for this guarantee the system must be fully operational without interruptions.

11.4. We are members of the HIES Consumer Code Scheme (HIES), authorised by the Flexi-Orb Scheme (FO) and the Financial Conduct Authority (FCA), and uphold the highest ethical, technical and professional standards in all of our dealings with our customers. If you are not satisfied with any aspect of our service, please let us know immediately and we will do our utmost to resolve the issue as quickly as possible since we want you to be delighted with your choice of Effective Heating Limited as the provider of your solar panel system.

11.5. We will: carry out the works in accordance with the contract, subject to any alterations as mentioned above; carry out the works in accordance with the HIES Consumer Code; supply goods that are in conformity with this contract in accordance with our legal duties; and use all reasonable endeavours to complete the work in accordance with the time table agreed with you and in any event within a reasonable time from the conclusion of this contract.

11.6. The amount of time needed to complete the works will depend on the system you have chosen. Our installation team will normally install a 4kW system in one day on a standard roof. However, installation may take longer if a roof has a complex design, if we need to source new equipment, or if we need to repair or replace faulty equipment.

11.7. We will remove any building rubble and our waste from your site and make good any damage caused by us. Any damage not made good (such as a leak in the roof which only becomes apparent when it first rains after the installation) must be reported in writing or by email to us immediately upon discovery to prevent further potential damage. We are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover in the course of installation and/or performance by us.

11.8. On occasion, we may have to replace an item with another due to stock availability. We will always inform you if this becomes necessary and so long as it is an equivalent or better replacement in terms of function, capability and, in the case of solar panels, the same colour(s) as originally specified, this will not be deemed a material change to the contract by either party.

11.9. Whilst it remains your responsibility to check with the local planners regarding the need for planning permission, we will handle all standard Solar PV related planning or district network operator applications on your behalf. Depending on the circumstances this may incur additional charges which will be discussed and agreed with you in advance if required.

11.10. We undertake to repair or replace faulty materials free of charge for the first year of the contract. Thereafter all materials

supplied are covered by the manufacturers' own warranties and we will provide you with every assistance in pursuing any claim should that be necessary. At the point of completion, we will give you details of all of the manufacturers' warranties applicable to your installation. These are also available on the manufacturer's website or by request from our head office.

11.11. The solar panels come with a minimum 25-year warranty up to the lifetime warranty for the manufacture of the modules and the performance of the solar cells. This warranty is for the product and is transferable. However please see the individual manufacturer's warranty and guarantee certificates for full disclosure of all terms and conditions relating to individual products.

11.12. All workmanship warranties are protected by insurance as specified in the HIES Consumer Code. Should any fault be due to defective workmanship, you are fully covered for 2 years after the installation date.

11.13. The mounting system comes with a 25-year guarantee.

11.14. Warranties do not extend to damage or faults due to accident, misuse, acts of God, neglect by you, the removal or repositioning of part of the system if it has been carried out by anyone who has not been authorised by us, or any other event outside our control.

11.15. These warranties are in addition to any statutory rights you may have and are transferable to any new owners of the property. You must notify us within 28 days of any sale for this to be applicable. Advice about your legal rights is available from your local Citizen's Advice Bureau or Trading Standards office.

11.16. We will arrange with third parties to erect scaffolding at your site. During busy periods scaffolding may be left erected for a period of time beyond installation. Where this is required, we will notify you in advance and will keep you updated on when the scaffolding will be removed. We commit to have all access equipment removed within four weeks of completion. We are unable to compensate you for loss of satellite signal whilst the scaffolding is erected.



Complete, detach and return this form ONLY IF YOU WISH TO CANCEL YOUR CUSTOMER AGREEMENT

To: Effective Heating, Effective Heating Limited Unit 1, Crompton Business Park, Crompton Road, Doncaster DN2 4PA.

I hereby give notice that I wish to cancel my agreement.

Agreement number:

Customer Name:

Property Address:

Postcode:

Signed:

Date:

