

# Heat pump installation terms and conditions

## Our Contract of Sale

If you need this contract or any other information we have supplied in large print, please contact us by calling 0333 016 4500.

This Contract has been prepared to comply with all our obligations under the HIES Consumer Code and the Microgeneration Certification Scheme (MCS).

This Contract details our obligations to you, and your obligations to us, if there is any point that we can clarify for you, please contact us.

Your Contract is made up of this Contract of Sale and your Order Form, which was sent to you as part of your personalised proposal.

- If your personalised Contract and Order Form name more than one person, you'll all be responsible - as individuals and together - for your obligations under this Contract.

## 1. The Quotation

The quotation we have given you is valid for 30 days from the date of issue. To confirm your order, you will need to sign a copy of the Order Form and this Contract, both of which are included in your personalised proposal pack. No contract will be in place until we confirm the order with you.

The quotation will document all goods and services we propose to supply, along with the total price for these goods and services including VAT. As part of our pre-install checks we may visit your home to confirm the measurements and the information you have provided. If, as a result of these checks, we consider (at our full discretion) that we need to change either our financial estimates or the proposed design of the system, we will reissue your proposal pack to you. If you are subsequently unhappy about this change, we will return your deposit to you.

We will provide you with a timetable for supplying the goods and carrying out the installation.

The quotation will include information as to the performance of the technology we have proposed to install. These performance estimates will be calculated according to the requirements of the appropriate MCS Standard. The performance of heat pump systems is impossible to predict with certainty. This estimate is based upon the Government's standard assessment procedure for energy rating of buildings and is given as guidance only. Likewise, any illustration of any potential cost saving as a result of the system is given as guidance only. No performance estimate or estimate of savings should be considered as a guarantee of performance or savings. We will discuss with you and provide you with information as to the location of key components. You will be given the opportunity to approve the site designs before work commences.

You may need to obtain approvals and permissions for the work, such as building regulation completion certificates, planning permissions, landlord consents and mortgagor consents. It is your responsibility to check these requirements and ensure that such approvals and permissions are in place before the work commences. We are not responsible for any costs, charges or losses that you may incur due to failure to obtain any required consents or permissions.

If there are additional payments that you may have to make, such as planning costs or if you need to consult a Structural Engineer, we will offer assistance and advice, but you will be responsible for these costs.

If there is a particular service or item of equipment that would normally be considered as part of the installation and you have requested that this not be included, then we will have documented this on the quotation.

Please take time to acquaint yourself with this Contract, if there is anything you do not understand, or if you require clarification on any point, please contact us.

## 2. Express Request for Work to Commence

Once you have signed the contract you have a right to cancel it up to 14 days after all the goods relating to the contract are delivered to your home.

Sometimes, it may be possible for us to start your install within this 14-day cancellation period – we will tell you if this is the case. If you are then happy for works to commence, please contact our team to complete our Express Request for Work to Commence form.

## 3. Notice of your right to cancel

You have the right to cancel your Contract with us at any time up to the end of the 14th day:

- After the day of delivery to you of the last piece of equipment we have agreed to supply (“First Cancellation Period”); and
- Starting on the day of completion of our works (“Second Cancellation Period”).

If you wish to cancel, you must inform us by a clear statement made by letter sent in the post, by email or on the telephone. The easiest way to cancel is by sending us an email to: [works@goodenergy.co.uk](mailto:works@goodenergy.co.uk).

Your cancellation is effective from the receipt by us of your clear communication.

If you have previously signed the Express Request for Work to Commence document stating that you are happy for work to commence before the First Cancellation Period expires, we can recover from you our reasonable costs that we have incurred up to your cancellation.

If you cancel during the Second Cancellation Period, we can recover from you our reasonable costs incurred up to your cancellation which could mean you paying 100% of the agreed price.

If you exercise your right to cancel, we will leave your property secure, safe and watertight but we are not required to refit any equipment removed.

Once we have received your Notice of Right to Cancel, we will be in touch to confirm what happens next, whether any payments are due, and their amount.

Any advance payments we have taken from you will be returned after we have deducted any money we are allowed to deduct as stated above.

You may also cancel this Contract for a full refund if there is an unreasonable delay in the installation being carried out that has not been caused by you, including where this is caused by something outside of our direct control. If you cancel this Contract outside the cancellation period set out in the Cancellation Form, you may have to pay to us our reasonable costs incurred. We will attempt to keep these costs to a minimum. If you have paid us a deposit or any advance payments, we may retain all or part of these payments as a contribution.

If the goods or services are incorrectly described or not fit for purpose then you will be entitled to cancel this Contract, request a repair or replacement or you may be entitled to request compensation. You will not be entitled to seek the remedies in this paragraph if you have changed your mind about the goods and services agreed to.

## 4. Work begun prior to the expiry of the cancellation period

If you have agreed in writing that work will commence before the first 14-day cancellation period expires (by making an Express Request for Work to Commence), and you subsequently cancel, you are advised that reasonable payment may be due for any work carried out.

## 5. Cancellation and credit agreements or other related agreements

If you decide to cancel your Contract for our goods and services, then any credit agreement and any other ancillary contracts related to the main contract will be automatically cancelled.

## **6. Our rights under this Contract**

If within 14 days of us informing you in writing of a serious breach of your obligations to us you have failed to rectify this breach, we will have the right to cancel this Contract.

Should we suffer any losses due to a breach of this Contract then we will be entitled to reasonable compensation to cover these losses. We are required to attempt to keep all losses to a minimum.

## **7. Timetable for works**

We will have agreed with you a timetable for carrying out the installation. By signing this Contract, you are confirming that you agree with this timetable.

There can be occasions that this timetable may need to be varied, due to, for example, poor weather or unavailability of goods and services. We will inform you of any delay we become aware of at the earliest possible opportunity. We would then arrange a new mutually agreeable timetable.

In the case of severe delays to the delivery of goods then you may be offered different products of equivalent specification, value and quality, so long as they are MCS certified. You can either accept that offer, wait for the products you ordered or choose to cancel the Contract without penalty.

Should the delay be caused by us, or by our suppliers, and that delay could be considered as severe by a reasonable person, you would be entitled to cancel this Contract without penalty to you.

Should the delay be caused by you, we will attempt to accommodate that delay without cost to you. However, if the delay incurs us in extra costs, for example scaffolding, we will require that you cover these costs.

## **8. The installation**

The installation will be carried out strictly in line with the MCS Standard relevant to the technology, and to any document referred to within that standard. In addition, we will ensure at all times that we meet all our obligations under the HIES Consumer Code.

The goods we supply will be of satisfactory quality and fit for the purpose. They will operate as we have described to you.

We will have insurances in place which will cover any loss or damage caused by us or our agents. You will be required to supply to us normal services free of charge; this would include toilet, washing, water facilities and electricity. You should also ensure we have safe and easy access to the installation area.

While we are working on your installation there may be hazards such as tools and materials, cables, dust sheets, ladders and scaffolding at your premises. We want to keep you, your family, visitors and our people as safe as possible so please try to avoid the work areas and take care when entering is required. You should follow any instructions our installers give you at all times.

We will remove any waste materials generated as a result of the installation process. This includes, but is not limited to, packaging materials, unused equipment, debris, and any other waste associated with the installation. Any work to prepare for the installation, carried out by you or a third party that you employ should be carried out in line with the agreed start date for the installation. If this work has not been completed and a consequent delay is caused you may be liable for any costs incurred by us for such a delay.

The work will be carried out by personnel trained in each of the tasks they are assigned.

You will be given warranties for both the installation itself and for the installed goods. The terms of these warranties will be given to you in writing, and we will explain them to you verbally.

Within seven days of the completion of the installation we will hand over to you all documentation required as set out within the appropriate Microgeneration Installation Standard.

## 9. Risks attributable to current system

As with any installation there are specific risks associated with installing on existing heating and hot water systems. These include but are not limited to the following:

- When connecting to existing pipework, there is potential for an increase in pressure. This can cause leaks or component failure within the existing system;
- When changing a heating system from vented to unvented, the change from low pressure to high pressure may cause leaks;
- When upgrading a cold water main to increase the supply pressure to a property, this may be ineffective. This is because our upgrading covers the pipework from the stop tap in the property only. If a pipework upgrade is needed before the stop tap, this will need to be discussed and arranged with your local water authority;
- When connecting the new heating system to current radiators, our team may conduct a powerflush and refill of the system. There is a risk that this will cause leakage;
- Upon balancing of the system, our team will need to limit the flow to current radiators via the lock shield valves. Older valves are prone to leaking from the gland when turned, especially if they have not been used for a long period of time;
- If there are any existing electrical or wiring issues in the current system, this can cause component failure.

Whilst we take every care to avoid the above happening, leaks and component failure can occur. Issues with existing pipework and electrics can be very difficult to identify on a survey, especially if it is concealed. Good Energy Works Limited is not liable for any damage caused to existing pipework, radiators, electrics or any other system components, or subsequent damage to the property. If additional work is needed as a result of unforeseen or unidentified issues, this will be chargeable.

## 10. Deposits, advance payments and goods purchased with deposits and advance payments

Any deposits and advance payments that you make to us can only be used to carry out work under this Contract. We are required under the HIES Consumer Code to protect any deposits you make to us, as well as the Workmanship Warranty, with an insurance policy. To comply with this requirement all orders and contracts will be registered on the HIES Job Registration System within two working days of the order/Contract being signed by you.

Note: HIES will not cover deposits or advance payments in excess of 25% of the contract value or more than £5,000.

You will be entitled to claim on this policy should we fall into receivership, bankruptcy or administration.

When we purchase goods for use under this Contract the legal title to those goods or the proportion of which you have paid us for will pass to you. We will either deliver them to you or we will store them for you and mark them as your property. They will be kept separate from other goods. We will ensure that these goods are insured until they are delivered to you. You may make arrangements to inspect the goods or to remove them from our premises if you wish.

If we have requested a deposit, then this deposit will not exceed £5,000 or 25% of the total contract price set out in the quotation, whichever is lesser. Should you decide to cancel this Contract within the cancellation period, then this deposit will be returned to you promptly.

If we have requested advance payments in addition to a deposit, the total of all advance payments and deposits will not exceed 60% of the total contract price.

We will not request advance payments to be made any more than three weeks from the agreed delivery or installation date.

If we have requested a deposit before a full technical assessment of your property has been made, and we are unable to proceed because of something discovered during that technical inspection, then any deposits or advance payments will be returned.

The quotation will set out full payment information in detail, including when invoices will be sent and the amounts due for each payment.

In order for us to redeem the Boiler Upgrade Scheme Grant from OFGEM a valid EPC is required. By signing this document, you agree to pay the Total Price of the System if a valid EPC is not made available at the point Good Energy Works Limited looks to redeem the voucher from OFGEM. A valid EPC is one which has been issued within 10 years of the Installation Commissioning date and states that no loft and/or cavity wall insulation measures are required. Where measures are required appropriate paperwork from the local authority will need to be provided to give approval of the installation

## **11. Ownership of goods**

Any goods belonging to us that have been delivered to you should remain clearly identifiable as our property. Until the title to the goods is transferred to you the goods should be stored in such a way as they are protected from damage. They should be kept in their original packaging. Should you fear for the safety of the goods in any way, or you feel that the goods are causing any form of hazard you should contact us.

Should you terminate the Contract for any reason, then we will make arrangements with you to collect the goods. If this happens then we will reimburse you if any of your money was used to purchase a proportion of the goods. If you do not make adequate and reasonable arrangements with us to allow the goods to be collected, we retain the right to take legal proceedings to recover the goods or their value. The amount of any reimbursement may be reduced by any reasonable costs we may have incurred.

## **12. Changes to the planned work**

If you decide to make changes to any planned work after you have signed this Contract, you should contact us without delay. Wherever possible we will incorporate your changes and if we are not able to do so we will inform you as to why this is not possible.

Where we are able to agree to your changes, we will require that you set out, in writing and within 14 days, confirmation of your request.

You need to be aware that any changes to the original design may mean an adjustment to the cost of the installation. Any adjustment in the cost, either in addition or subtraction will be dealt with as a Variation of Contract and we will adjust the price by written agreement with you.

There can be occasions when we come across unexpected work. Should this arise, we will discuss this with you. If it is an area of work in which we are competent to operate, we will issue you with a quotation to complete that work. We will have documented on the quotation the normal rate for the work of our installers. If the work is outside our area of competence, we will assist you in finding a suitably qualified contractor to carry out the work. If this unexpected work causes a delay in the installation process, we may need to make reasonable charges for this delay.

## **13. Late payment**

You should make the payments agreed on the quotation as they become due. The final payment will be due on completion of the installation. If you fail to make any agreed payment, we may cease work. If you fail to pay the amount specified in an invoice sent to you by the agreed due date, then we reserve the right to charge you interest until you pay the amount due. The interest rate we will charge will be 3% above the Bank of England base rate. It is not permissible under this Contract to withhold any more than a proportionate amount of the outstanding balance for any alleged defect. If you do withhold any amount after a payment has become due, you should give us notice of your intention before the final date on which payment is due. You should also, with that notice, state the reasons for withholding payment.

If we intend to cease work, we will give you notice of this in writing.

If you are in breach of this Contract because you have not made a payment that was due to us and we have ceased work, you may have to compensate us for any additional costs we have incurred.

Dependent on the circumstances, we may require that the goods are returned to us. If necessary, we will take legal proceedings to recover the goods or/and any outstanding amounts due to us.

## 14. Complaints

If you have reason to complain about any aspect of our dealings with you, we will supply you with the following information:

- The name and contact details of the person with whom initial and ongoing contact should be made;
- The timescale for the sending of a written acknowledgement of a complaint; and
- The details of the timescale within which the outcome of an investigation of the complaint will normally be completed.

We will advise any complainant at the earliest opportunity if we consider we will be unable to meet our normal timescale for the investigation of complaints, and we will give reasons for the same and will advise the complainant of the new anticipated date of completion of the investigation.

## 15. Limits on our responsibility to you

Except for our legal responsibility for death or personal injury, as set out below, we are not legally responsible under this Contract for:

- any losses that are not our fault, or that we could not have reasonably expected when we entered into this Contract; or
- any losses that relate to your existing heating system, including but not limited to those set out under section 8 above headed “*Risks attributable to current system*”; or
- any financial losses (for example, wasted expenses or loss of profit, income, opportunity, contract or goodwill).

Nothing in the Contract removes or limits our legal responsibility to you for death or personal injury caused by our negligence. We also accept full legal responsibility if we act in a fraudulent way. This Contract does not affect any rights you have by law.

We shall repair or remedy any damage to your property that is caused by our failure to carry out the installation in a professional manner and to the best of our skill and care. However, if you decide minor redecorations or touching up are necessary, these will be your responsibility.

If we are legally responsible to you for any loss or damage, our legal responsibility to you will be limited to three times the total contract value for all incidents that lead to loss or damage.

## 16. Your data

We will only use your personal data in accordance our privacy policy, which is available at [www.goodenergy.co.uk/privacy-policy](http://www.goodenergy.co.uk/privacy-policy).

## 17. Dispute resolution and the Ombudsman

If at any time a dispute arises between you and us that cannot be resolved you can refer the matter to our nominated alternative dispute resolution provider through HIES. HIES can be contacted at:

Address: Centurion House, Leyland Business Park, Centurion Way, Farington, Leyland, PR25 3GR

Telephone: 0330 335 3354

Email: [info@hiesscheme.org.uk](mailto:info@hiesscheme.org.uk)

In the event of a dispute, we will exclusively attempt to resolve the dispute through using HIES’s alternative dispute resolution services.

If an agreement is not reached through mediation for any reason, the complaint can be referred by HIES to The Dispute Resolution Ombudsman, who is entirely independent of HIES.



You can find more information on the HIES website: [www.hiesscheme.org.uk/how-to-complain/](http://www.hiesscheme.org.uk/how-to-complain/)  
We recommend that you read the HIES Consumer Code it is available at [www.hiesscheme.org.uk/](http://www.hiesscheme.org.uk/)

## 18. General

We may transfer our rights and/or obligations under the Contract to another company. If we organise for another company to perform some of our obligations for us, this will not affect our responsibility to you under the Contract. We reserve the right to change the terms of the Contract. If we do, we will notify you about the changes and when they will take effect. If you do not agree with the changes, you can cancel the Contract with immediate effect by telling us within seven days of receiving our notification.

If any court, ombudsman or any other competent authority decides that any aspect of a provision of the Contract is invalid or unenforceable, that aspect of that provision shall be severed from the Contract and shall have no effect on the remainder of the Contract.

The Contract is governed by the laws of England and Wales. In our dealings with you we will comply with all applicable laws.