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## BOILERS DIRECT (YORKSHIRE) LTD TERMS AND CONDITIONS

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### BACKGROUND:

These Terms and Conditions are the standard terms which apply to the provision of heating services by Boilers Direct (Yorkshire) Ltd (“the Trader”) to customers who require heating 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. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Agreed Times”</b>	means the times which You and We agree for the Heating Engineer to have access to the Property to complete the Job;
<b>“Agreement”</b>	means the contract into which You and We will enter if You accept the Quotation. The Agreement will incorporate, and be subject to, these Terms and Conditions;
<b>“Business”</b>	means any business, trade, craft or profession carried on by You or any other person/organisation;
<b>“Consumer”</b>	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer of the Trader who receives Heating Services for their personal use and for purposes wholly or mainly outside the purposes of any Business;
<b>“Final Fee”</b>	means the total of all sums You must pay which will be shown on the invoice issued in accordance with Clause 5 of these Terms and Conditions.
<b>“Job”</b>	means the complete performance of the Heating Services;
<b>“Order”</b>	means Your initial request for Us to provide the Heating Services as set out in Clause 4;
<b>“Heating Engineer”</b>	means Us or Our employee who will be responsible for providing the Heating Services;
<b>“Heating Services”</b>	means the heating services We will provide as specified in the Agreement;
<b>“Products”</b>	means the products required for the provision of the Heating Services which We will supply (if any) as specified in the Agreement;
<b>“Property”</b>	means Your home, as detailed in the Order and the Agreement, at which the Job is to take place;

<b>“Quotation”</b>	means the quotation We give to You in accordance with Clause 4 detailing the services We will provide to You and the fees We will charge;
<b>“Quoted Fee”</b>	means the fee set out in the Quotation which may change according to the actual work undertaken as set out in Clause 5 of these Terms and Conditions;
<b>“Start Date”</b>	means the date You and We agree on for Us to start providing the Heating Services as specified in the Agreement;
<b>“Visit”</b>	means any occasion, scheduled or otherwise, on which the Heating Engineer visits the Property to provide the Heating Services;
<b>“We/Us/Our”</b>	means the Trader and includes all employees, agents and sub-contractors of the Trader;
<b>“You/Your”</b>	means a Consumer who is a customer of the Trader.

- 1.2 Each reference in these Terms and Conditions to “writing”, and any similar expression, includes electronic communications whether sent by e-mail, text message, or other means.
- 1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
- 1.4 Each reference to “these Terms and Conditions” is a reference to these Terms and Conditions.
- 1.5 Each reference to a Schedule is a reference to a schedule these Terms and Conditions.
- 1.6 The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.
- 1.7 Words signifying the singular number will include the plural and vice versa.
- 1.8 References to any gender will include the other gender.
- 1.9 References to persons, unless the context otherwise requires, include corporations.

## 2. Information about Us

- 2.1 We are a Boilers Direct (Yorkshire) Ltd.
- 2.2 We trade under the name Boilers Direct.
- 2.3 We are registered in England and Wales under number 8949108.
- 2.4 Our registered office is at 71 Danes Dyke, Scarborough, North Yorkshire, YO12 6UG.
- 2.5 Our VAT number is 183869063.
- 2.6 We are registered with the Gas Safe Register under registration no: 562333.

- 2.7 We are authorised and regulated by the Financial Conduct Authority under FRN 772847.
- 2.8 We are Information Commissioner's Office Registered ZA235668.

### 3. **Communication and Contact Details**

- 3.1 If You wish to contact Us with questions or complaints, You may contact Us by telephone at 01723 624111 or by email at <https://www.boilers-direct.co.uk/contact-us>.
- 3.2 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:
  - 3.2.1 contact Us by email at <https://www.boilers-direct.co.uk/contact-us>; or
  - 3.2.2 contact Us by pre-paid post at 71 Danes Dyke, Scarborough, North Yorkshire, YO12 6UG.

### 4. **Orders**

- 4.1 We accept orders for Heating Services through telephone, our website and in writing.
- 4.2 When placing an Order You should set out, in detail, the Heating Services required. Details required include the location and size of the Property, the number and type of rooms in which work is required and the type(s) of work required (e.g. piping, installation of appliances etc.).
- 4.3 Once the Order is complete and submitted We will prepare a Quotation and send it to You either by email or first class post.
- 4.4 You may make changes to the Order and Quotation before accepting it. You may accept the Quotation by telephone, email or first class post.

### 5. **Fees and Payment**

- 5.1 The Quoted Fee will include the price payable for the Heating Services and for the estimated Products required.
- 5.2 We will where reasonably possible use only the Products (and quantities of Products) set out in the Quotation and the Agreement; however if additional Products are required We will adjust the Final Fee to reflect this. We will keep any increases to a necessary minimum.
- 5.3 If the price of Products or services increases during the period between Your acceptance of the Quotation and the Start Date, We will inform You of the increase and of any difference in the Final Fee.
- 5.4 The Quoted 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.
- 5.5 We will invoice You when the Job has been completed.
- 5.6 You must pay any invoice within 7 days of receiving it.
- 5.7 We accept the following methods of payment:

- 5.7.1 Bank transfer;
- 5.7.2 Cheque;
- 5.7.3 Cash;
- 5.7.4 Debit or credit card up to a maximum of £500.00;
- 5.8 If You do not pay an invoice by the due date We may charge You interest on the overdue sum at the rate of 3% above the base rate of Bank of England from time to time until payment in full is made. Interest will accrue on a daily basis from the due date until the actual date of payment, whether before or after judgment.
- 5.9 If You have promptly contacted Us to dispute an invoice in good faith We will not charge interest while such a dispute is ongoing.

## **6. Heating Services**

- 6.1 We will provide the Heating Services in accordance with the specification set out in the accepted Quotation and in the Agreement (as may be amended by agreement between You and Us from time to time).
- 6.2 We may provide sketches, plans, diagrams or similar documents in advance of the Job. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification of the Job nor to guarantee specific results.
- 6.3 We will use reasonable endeavours to ensure that the Products We use match those chosen by You and are consistent throughout the Property (or relevant parts of the Property). However, We cannot guarantee the quality or consistency of the Products.
- 6.4 We will ensure that the Heating Services are performed with reasonable care and skill and to a reasonable standard which is consistent with best trade practice.
- 6.5 We will ensure that We comply with all relevant codes of practice.
- 6.6 We will arrange waste dispose of boilers and cylinders.
- 6.7 During the installation of a new boiler Your water and gas supplies will be switched off throughout the day. We endeavour to re-establish water and gas supplies as soon as practically possible to minimise disruption.
- 6.8 Where a Job is to last for more than one working day, the Heating Engineer will where reasonably possible leave the Property in a clean and tidy state and minimise any disruption to Your use and enjoyment of the Property while work is being carried out. We will wherever possible store all tools and materials only in areas where work is being carried out or remove them from the Property at the end of each working day.

## **7. Guarantee**

- 7.1 We guarantee that the product of the Heating Services provided will be free from material defects for a period of 12 months following completion of the Job.
- 7.2 Your boiler guarantee is undertaken by the boiler manufacturer and is usually 7 to 12 years. Boiler warranty periods are detailed in your Quotation and

subject to manufacturer's terms and conditions. Your boiler warranty covers the boiler only and not the full central heating system. The boiler must be serviced annually by a Gas Safe registered engineer to remain valid.

- 7.3 If any defect in the product of the Heating Services appears during the guarantee period set out in sub-Clause 7.1 We will rectify the defects free of charge.

## **8. Your Obligations**

- 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 Heating Services.
- 8.2 You will ensure that the Heating Engineer can access the Property at the Agreed Times to provide the Heating Services. We will normally require access to all radiators and tanks if applicable.
- 8.3 You may either give the Heating Engineer a set of keys to the Property or be present at the Agreed Times to give the Heating Engineer access. We promise that all keys will be kept safely and securely by the Heating Engineer.
- 8.4 You must ensure that the Heating Engineer has access to electrical outlets and a supply of cold running water. We cannot carry out work where there is no electricity supply. In order to commission the boiler we require a gas supply (natural gas or LPG).
- 8.5 You must give Us at least 24 hours notice if You do not require the Heating Engineer to provide the Heating Services on a particular day or at a particular time. We will not invoice for cancelled Visits provided such notice is given. If less than 24 hours notice is given We will invoice You at the normal rate.

## **9. Complaints**

- 9.1 We always endeavour to provide the best service and products for our customers. However, on rare occasions, we recognise that there may be times where our customers may not be completely satisfied.
- 9.2 To ensure we are able to put things right as soon as we can, please read our complaints procedure below and we will respond promptly to ensure complete satisfaction.
- 9.3 As soon as possible after the completion of the works, please inspect the work to ensure everything has been carried out to our usual high standards.
- 9.4 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.
- 9.4.1 In writing, addressed: Boilers Direct Complaints, 71 Danes Dyke, Scarborough, North Yorkshire, YO12 6UG;
- 9.5 Where we cannot resolve any complaints using our own complaints procedure, as a Which? Trusted trader we use Dispute Resolution Ombudsman for dispute resolution. In the unlikely event of a complaint arising and you wish to refer the complaint to them please contact us on 0117 981 2929 or via their website <http://www.disputeresolutionombudsman.org/which-trusted-traders-partnership/>

## 10. **Changing the Start Date**

- 10.1 If You ask Us to change the Start Date:
  - 10.1.1 We will where reasonably possible agree a revised Start Date with You;
  - 10.1.2 If it is not possible to agree a revised Start Date either You or We may terminate the Agreement (see Clause 13).
- 10.2 If We ask You to change the Start Date, You may either:
  - 10.2.1 agree a revised Start Date with Us; or
  - 10.2.2 terminate the Agreement (see Clause 13).

## 11. **Cancellation of Contract During the Cooling Off Period**

- 11.1 You have a statutory right to a “cooling off” period. This period begins once the contract between You and Us is formed and ends at the end of 14 calendar days after that date.
- 11.2 If You wish to cancel the Agreement within the cooling off period You should inform Us immediately by a clear statement.
- 11.3 To meet the cancellation deadline, it is sufficient for You to send Your communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 11.4 If You exercise the right to cancel You will receive a full refund of any amount paid to Us in respect of the contract.
- 11.5 We will refund money using the same method used to make the payment, unless You have expressly agreed otherwise. In any case, You will not incur any fees as a result of the refund.
- 11.6 We will process the refund due to You as a result of a cancellation without undue delay and, in any case, within the period of 14 days after the day on which We are informed of the cancellation.
- 11.7 If the Start Date falls within the cooling off period You must make an express request for provision of the Heating Services to begin within the 14 calendar day cooling off period. By making such a request You acknowledge and agree to the following:
  - 11.7.1 If the Job is completed within the 14 calendar day cooling off period, You will lose the right to cancel once the Job is completed;
  - 11.7.2 If You cancel the Agreement after provision of the Heating Services has begun You will be required to pay for the Heating Services supplied up until the point at which You inform Us of Your wish to cancel;
  - 11.7.3 The amount due will be calculated in proportion to the full price of the Heating Services and the actual Heating Services already provided. Any sums that have already been paid for the Heating Services will be refunded subject to deductions calculated on this basis;
  - 11.7.4 We will process any refund no later than 14 calendar days after You inform Us of Your wish to cancel.

11.8 Clauses 13 and 14 apply to termination of the Agreement after the 14 calendar day cooling off period has elapsed.

## 12. Cancellation Before the Start Date

12.1 In addition to Your rights in Clause 11 relating to the cooling off period, You may terminate the Agreement (i.e. cancel the Job) at any time before the Start Date.

12.2 We may need to terminate the Agreement before the Start Date due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, We will inform You as soon as is reasonably possible.

## 13. Termination

13.1 You may terminate the Agreement with immediate effect by giving Us written notice if:

13.1.1 We have breached the Agreement in any material way and have failed to remedy that breach within 14 days of You asking Us in writing to do so;

13.1.2 We enter into liquidation or have an administrator or receiver appointed over Our assets;

13.1.3 You and We have been unable to agree a revised Start Date under Clause 12.1 or You elect to terminate the Agreement under Clause 12.2;

13.1.4 We are unable to provide the Heating Services due to an event outside of Our control (see Clause 15).

13.2 We may terminate the Agreement with immediate effect by giving You written notice if:

13.2.1 You fail to make a payment on time as required under Clause 5 (this does not affect Our right to charge interest on overdue sums under sub-Clause 5.8);

13.2.2 You have breached the Agreement in any material way and have failed to remedy that breach within 14 days of Us asking You in writing to do so; or

13.2.3 You and We have been unable to agree a revised Start Date under Clause 10.1;

13.2.4 We have been unable to provide the Heating Services for more than 2 weeks due to an event outside of Our control (see Clause 15).

13.3 For the purposes of this Clause 13 a breach of the Agreement will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party. In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

13.4 If at the termination date:

13.4.1 You have made any payment to Us for any Heating Services We have not yet provided, these sums will be refunded to You as soon as is

reasonably possible, and in any event within 14 calendar days of the termination notice;

13.4.2 We have provided Heating Services that You have not yet paid for, the sums due will be deducted from any refund due to You or, if no refund is due, We will invoice You for those sums and You will be required to make payment in accordance with Clause 5.

#### **14. Effects of Termination**

14.1 If the Agreement is terminated for any reason:

14.1.1 Any Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement will remain in full force and effect.

14.1.2 Termination will not remove or reduce any right to damages or other remedy which either You or We may have in respect of any breach of the Agreement which exist at or before the date of termination.

#### **15. Events Outside of Our Control (Force Majeure)**

15.1 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: power failure, internet service provider failure, strikes, lock-outs 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 .

15.2 If any event described under this Clause 15 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

15.2.1 We will inform You as soon as is reasonably possible;

15.2.2 Our obligations under the Agreement will be suspended and any time limits that We are bound by will be extended accordingly;

15.2.3 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Heating Services as necessary;

15.2.4 You or We may terminate the Agreement (see Clause 13).

#### **16. Liability**

16.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or 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.

16.2 We will maintain suitable and valid insurance including public liability



insurance.

- 16.3 We provide Heating Services for domestic and private purposes only. We make no warranty or representation that the Services are fit for commercial, business or industrial purposes of any kind. We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 16.4 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 or damage in or to Your property that We may discover while providing the Heating Services.
- 16.5 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 Heating Engineer.
- 16.6 Nothing in these Terms and Conditions is intended to or will limit or exclude Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.
- 16.7 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.

## 17. **How We Use Your Personal Information (Data Protection) GDPR**

- 17.1 Your personal data is collected, in line with the requirements of the GDPR.
- 17.2 Our Data Protection Officer (DPO) data protection representatives can be contacted directly here:  
Telephone: 01723 624111.  
Email: [www.boilers-direct.co.uk/contact-us](http://www.boilers-direct.co.uk/contact-us)  
Pre-paid post to: 71 Danes Dyke, Scarborough, North Yorkshire, YO12 6UG.
- 17.3 The personal data we would like to collect from you is:
  - 17.3.1 Name
  - 17.3.2 Contact information such as email addresses, address and telephone numbers.
  - 17.3.3 Make and model of your boiler and service schedule.
- 17.4 The personal data we collect will be used for the following purposes:
  - 17.4.1 To attend your property and conduct a quotation.
  - 17.4.2 Provide written quotations and other legitimate corresponds.
  - 17.4.3 To set up online finance applications with Omni Capital Retail Finance Limited should you wish to spread the cost of your boiler.
  - 17.4.4 To register the boiler with the manufacturer and activate warranty.
  - 17.4.5 To register your boiler with the Gas Safety Register and Local Authority for Building Regulations Compliance.
  - 17.4.6 To contact you when your boiler is due for annual service.
- 17.5 Any legitimate interests pursued by us, or third parties we use, are as follows:

- 17.5.1 Boiler manufacturer to register the boiler and warranty.
- 17.5.2 Gas Safety Register.
- 17.5.3 Local Authority for Building Regulations Compliance.
- 17.5.4 Omni Capital Retail Finance Limited should you wish to spread the cost of your boiler.

## 17.6 Consent

- 17.6.1 By consenting to this privacy notice you are giving us permission to process your personal data specifically for the purposes identified.
- 17.6.2 Consent is required for Boilers Direct (Yorkshire) Limited to process both types of personal data, but it must be explicitly given. Where we are asking you for sensitive personal data we will always tell you why and how the information will be used.
- 17.6.3 You may withdraw consent at any time by contacting us on the details provided in 17.2.

## 17.7 Disclosure

- 17.7.1 Boilers Direct (Yorkshire) Limited will pass on your personal data to third parties only where it is legitimate to do so. We will not sell your data or share it with anyone that does not have a legitimate reason to have it. The following third parties will receive your personal data for the following purpose(s) as part of the processing activities:

## 17.8 Organisation and Reason

- 17.8.1 Gas Safe Register: To register the boiler for Building Regulations Compliance.
- 17.8.2 Ideal Boilers: To register the boiler for warranty purposes and safety recalls.
- 17.8.3 Local Authority: To register the boiler for Building Regulations Compliance.
- 17.8.4 Omni Capital Retail Finance Limited: If you require to spread the cost, at your request only, we will provide Omni Capital Retail Finance Limited with your name and address, email address and price of the job. You will then be sent a link by email to carry out your application for finance. The privacy policy for Omni Capital Retail Finance Limited can be viewed online.

## 17.9 Retention period

- 17.9.1 Boilers Direct (Yorkshire) Limited will process personal data for as long as it is necessary to do so and will store the personal data for as long as it is legitimate to do so.

## 17.10 Your rights as a data subject. At any point while we are in possession of or processing your personal data, you, the data subject, have the following rights:

- 17.10.1 Right of access: you have the right to request a copy of the information that we hold about you.
- 17.10.2 Right of rectification: you have a right to correct data that we hold about you that is inaccurate or incomplete.

- 17.10.3 Right to be forgotten: in certain circumstances you can ask for the data we hold about you to be erased from our records.
- 17.10.4 Right to restriction of processing: where certain conditions apply to have a right to restrict the processing.
- 17.10.5 Right of portability: you have the right to have the data we hold about you transferred to another organisation.
- 17.10.6 Right to object: you have the right to object to certain types of processing such as direct marketing.
- 17.10.7 Right to object to automated processing, including profiling: you also have the right to be subject to the legal effects of automated processing or profiling.
- 17.10.8 Right to judicial review: in the event that Organisation Name refuses your request under rights of access, we will provide you with a reason as to why. You have the right to complain as outlined in clause 17.11.
- 17.10.9 All of the above requests will be forwarded on should there be a third party involved (as stated in 17.7 above) in the processing of your personal data.

#### 17.11 Complaints

- 17.11.1 In the event that you wish to make a complaint about how your personal data is being processed by Boilers Direct (Yorkshire) Limited (or third parties as described in 17.7 above), or how your complaint has been handled, you have the right to lodge a complaint directly with the supervisory authority and Boilers Direct (Yorkshire) Limited's data protection representatives Data Protection Officer (DPO).

### 18. Law and Jurisdiction

- 18.1 These Terms and Conditions and the relationship between You and Us (whether contractual or otherwise) will be governed by, and construed in accordance with, English Law.
- 18.2 Any dispute, controversy, proceedings or claim between You and Us relating to the Agreement or these Terms and Conditions (whether contractual or otherwise) will be subject to the jurisdiction of the courts of England, Wales, Scotland or Northern Ireland, as determined by Your residency.