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## ANGLIA HEATING SOLUTIONS LTD – TERMS AND CONDITIONS

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### BACKGROUND:

This Contract is between us, ANGLIA HEATING SOLUTIONS LTD of Stanfield Road Wymondham Norfolk NR18 9QY (“the Company”) and you, our customer (Together known as “the Parties”) These Terms and Conditions shall apply to the provision of services by the Company to you

### 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 Date”</b>	means the date on which the provision of the Services will commence as agreed by the Parties;
<b>“Agreed Times”</b>	means the times which the Parties shall agree upon during which the Company shall have access to the Property to render the Services;
<b>“Business Days”</b>	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in England;
<b>“Binding Contract of Sale”</b>	means the binding contract into which the Parties will enter on the Customer’s acceptance of the Quotation as set out in Clause 2.4;
<b>“Customer”</b>	means the individual or business that requires the Services subject to these Terms and Conditions;
<b>“Deposit”</b>	means an amount of money you must pay as a security for the Company to provide you with services ordered, the terms of the deposit are set out in Clause 3;

<b>“Final Fee”</b>	means the total of all sums payable which shall be shown on the invoice issued in accordance with Clause 4 of these Terms and Conditions.
<b>“Job”</b>	means the complete rendering of the Services;
<b>“Order”</b>	means the Customer’s initial request to acquire the Services from the Company as set out in Clause 2 of these Terms and Conditions;
<b>“Property”</b>	means the Customer’s property or premises, as detailed in the Order, at which the Services are to be rendered;
<b>“Quotation”</b>	means a quotation detailing proposed fees and services supplied to the Customer in accordance with Clause 2 of these Terms and Conditions;
<b>“Quoted Fee”</b>	means the Fee which will be quoted to the Customer following the Order which may vary according to the actual work undertaken as set out in Clause 4 of these Terms and Conditions;
<b>“Services”</b>	includes, but are not exclusive to, Oil tank and oil line installation, replacement, modification and transfers of fuel; servicing and repair of domestic and commercial boilers; design, installation and commissioning of domestic and commercial plumbing; sale of goods requirements provided by the Company as detailed in Clause 5 of these Terms and Conditions;
<b>“Visit”</b>	means any occasion, scheduled or otherwise, on which the Company shall visit the Property to render the Services; and
<b>“Work Area”</b>	means the part of the Property within which the Services are to be rendered.

## 2. Orders

2.1 The Company accepts orders for its Services orally, in writing or in electronic form.

2.2 When placing an Order for installation of an oil tank or boiler or any other such

products provided by the Company as detailed in the Quotation to you, the Customer shall set out, in detail, the Services required. Details required include the location and size of the Property, number and type of rooms in which work is required, the type(s) of work (for example: piping, installation of appliances etc.)

- 2.3 When placing an Order for the servicing of an oil tank or boiler no details as listed in Clause 2.2 are required.
- 2.4 Once the Order is complete and submitted, the Company shall prepare and submit a Quotation to the Customer either by email or post which shall set out the required Deposit and Quoted Fee, detailed in Clauses 3 and 4 respectively.
- 2.5 The Customer shall be free to make changes to the Order and Quotation prior to acceptance. The Customer may accept the Quotation by telephone, email or post. Upon accepting the quotation the Customer enters into a binding Contract of sale with the Company.

### **3. Deposit**

- 3.1 At the time of accepting the Quotation or not more than seven days thereafter the Customer shall be required to pay a Deposit to the Company. The Deposit shall be 50% of the Quoted Fee. Orders shall not be deemed confirmed until the Deposit is paid in full.
- 3.2 The Deposit may only be varied if agreed to in writing by the Company.
- 3.3 Subject to the provisions of Clause 7 the Deposit shall be non-refundable.

### **4. Fees and Payment**

- 4.1 The Quoted Fee shall include the price payable for the Services and for the estimated sundry parts and other products required to render the Services, plus VAT.
- 4.2 The Company shall use its best and reasonable endeavours to use only the sundry parts and other products (and quantities thereof) set out in the Quotation ; however if additional sundry parts and other products are required the Final Fee shall be adjusted to reflect this. Any such increases shall be kept to a minimum.
- 4.3 In the event that the prices of sundry parts and other products or services increase during the period between the Customer's acceptance of the Quotation and the commencement of the Services, the Company shall inform the Customer of such increase and of any difference in the Final Fee.
- 4.4 The Company shall invoice the Customer when the provision of the Services is complete.
- 4.5 All invoices must be paid within 30 days of receipt by the Customer.

- 4.6 Any sums which remain unpaid following the expiry of the time period set out in sub-Clause 4.5 shall incur interest on a daily basis at 5% above the base rate of HSBC obtaining at the time.

## **5. Services**

- 5.1 The Services shall be rendered in accordance with the specification set out in the accepted Quotation (as may be amended by mutual agreement from time to time).
- 5.2 The Company 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.
- 5.3 The Company shall ensure that the Services are rendered with reasonable care and skill and to a reasonable standard which is commensurate with best trade practice.
- 5.4 The Company shall use its reasonable and best endeavours that it complies with any and all relevant codes of practice.
- 5.5 Time shall not be of the essence in the rendering of the Services under these Terms and Conditions.
- 5.6 Following completion of the Job the Customer shall have a period of seven days within which to inspect the completed work and to notify the Company of any defects. The Company shall correct such defects at no additional cost to the Customer.

## **6. Customer's Obligations**

- 6.1 If any consents, licenses or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, it shall be the Customer's responsibility to obtain the same in advance of the commencement of the Services.
- 6.2 The Customer shall ensure that the Work Area is kept clear of furniture, fixtures and fittings and out of use for the duration of the Job unless otherwise directed by the Company.
- 6.3 Customers of Oil Tank installation or servicing shall ensure that any Work Area which is situated outside is kept clear of foliage and/or furniture or any other items which may cause an obstruction unless directed otherwise by the Company
- 6.4 The Customer shall ensure that the Company can access the Property at the Agreed Times to render the Services.

- 6.5 The Customer shall have the option of giving the Company a set of keys to the Property or being present at the Agreed Times to give the Company access.
- 6.6 The Customer shall ensure that the Company has access to electrical outlets and a supply of hot and cold running water.

## **7. Cancellation**

- 7.1 The Customer may cancel or reschedule the Job at any time before the Agreed Date. The following shall apply to cancellation or rescheduling:
- 7.1.1 If the Customer cancels the Job more than 28 days before the Agreed Date the Company shall issue a full refund of all sums paid, including the Deposit.
  - 7.1.2 If the Customer reschedules the Job more than 28 days before the Agreed Date the Company shall retain all sums paid, including the Deposit and shall deduct all such sums from any related balance payable on the rescheduled Job.
  - 7.1.3 If the Customer cancels the Job less than 28 days but more than 14 days before the Agreed Date the Company shall refund any sums paid less the Deposit.
  - 7.1.4 If the Customer reschedules the Job less than 28 days but more than 14 days before the Agreed Date the Company shall retain any sums paid including the Deposit and shall deduct all such sums (excluding the Deposit) from any balance payable on the rescheduled Job. A new Deposit shall be payable on the rescheduled Job.
  - 7.1.5 If the Customer cancels the Job less than 14 days before the Agreed Date the Company shall retain all sums paid and any outstanding sums shall become immediately payable. No refund shall be issued.
  - 7.1.6 If the Customer reschedules the Job less than 14 days before the Agreed Date the Company shall retain all sums paid and any outstanding sums shall become immediately payable. No refund shall be issued and no sums paid will count toward the fees and Deposit payable on the rescheduled Job.
- 7.2 The Company may cancel the Job at any time before the Agreed Date and shall refund all sums paid, including the Deposit.

## **8. Liability, Indemnity and Insurance**

- 8.1 The Company shall ensure that he has in place at all times suitable and valid insurance which shall include public liability insurance.

8.2 The Company's total liability for any loss or damage caused as a result of its negligence or breach of these Terms and Conditions shall be limited to £5,000,000.

8.3 The Company is not liable for any loss or damage suffered by the Customer which results from the Customer's failure to follow any instructions given by the Company.

8.4 Nothing in these Terms and Conditions shall limit or exclude the Company's liability for death or personal injury.

## **9. Guarantee**

9.1 The Company guarantees that the product of all Services provided shall be free from any and all defects for a period of 12 months following completion of the Job. This guarantee applies solely to fixtures and fittings supplied by the Company.

9.2 If any defects in the product of the Services appear during the guarantee period set out in sub-Clause 9.1 the Company shall rectify any and all such defects at no cost to the Customer.

9.3 From time to time manufacturers of the products supplied to the Customer by the Company may have guarantees for longer periods than 12 months.

## **10. Data Protection**

The Company will not share the Customer's personal data with any third parties outside the Goff Petroleum Group of Companies, for any reasons without the prior consent of the Customer. Such data will only be collected, processed and held in accordance with the Company's rights and obligations arising under the provisions and principles of the Data Protection Act 2018.

## **11. Force Majeure**

11.1 Neither the Company nor the Customer will be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

## **12. Termination**

12.1 Either Party may immediately terminate the Binding Contract of Sale by giving

written notice to the other Party if:

- 12.1.1 any sum owing to that Party by the other Party under the obligations of these Conditions is not paid within 14 days Business Days of the due date for payment;
- 12.1.2 the other Party commits any other breach of any of the obligations of these Conditions and, if the breach is capable of remedy, fails to remedy detailed herein within 14 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
- 12.1.3 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
- 12.1.4 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
- 12.1.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement);
- 12.1.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
- 12.1.7 that other Party ceases, or threatens to cease, to carry on business;
- 12.2 For the purposes of sub-Clause 12.1.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
- 12.3 The rights to terminate the Binding Contract of Sale shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

### **13. Effects of Termination**

Upon the termination of these Conditions for any reason:

- 13.1 any sum owing by either Party to the other under any of the obligations under these Conditions shall become immediately due and payable;
- 13.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination shall remain In full force and effect;

13.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the obligations under these Conditions which exist at or before the date of termination;

**14. No Waiver**

No failure or delay by either Party in exercising any of its rights under the obligations of these conditions shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the obligations of these conditions shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

**15. Further Assurance**

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the obligations of these conditions into full force and effect.

**16. Set-Off**

Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the obligations under these Conditions at any time.

**17. Third Party Rights**

No part of the Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the these conditions.

**18. Notices**

18.1 All notices under these conditions shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

18.2 Notices shall be deemed to have been duly given:

18.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

18.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or



18.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

18.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

## **19. Severance**

In the event that one or more of the provisions of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Terms and Conditions. The remainder of the Agreement and/or these Terms and Conditions shall be valid and enforceable.

## **20. Dispute Resolution**

20.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.

20.2 If negotiations under sub-Clause 20.1 do not resolve the matter within 21 days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution ("ADR") procedure.

20.3 Nothing in this Clause 20 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.

20.4 The decision and outcome of the final method of dispute resolution under this Clause 20 shall be final and binding on both Parties.

## **21. Law and Jurisdiction**

21.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.