

TERMS AND CONDITIONS OF SALE

By signing the Customer Order Form you will be entering into a legally binding contract with Help-Link UK Ltd (Help-Link) for the supply of the goods and services detailed on that Order Form (the Goods and Services). Goods and Services are supplied by Help-Link subject to the following terms and conditions and it is important that you read these before signing so that you understand your rights and obligations.

1.0 CONFIRMATION OF GOODS AND SERVICES/PRICE AND PAYMENT

- 1.1 **Confirmation of Goods, Services and Price:** Occasionally it may be necessary for Help-Link to carry out a survey of your home after you have signed the Order Form in order to confirm that it is possible to supply the Goods and Services at your home. If as a result of that survey: (a) it becomes apparent that it would be unsafe or otherwise unadvisable to supply the Goods and Services at your home then Help-Link may cancel this contract without liability but if it does so, Help-Link will refund to you any deposit or other amount paid by you in advance; or (b) Help-Link needs to make any variation to the Goods and Services or the price payable by you then those changes will be subject to your written agreement and if you do not wish to accept the changes proposed by Help-Link then you may cancel this contract and if you do so, Help-Link will refund to you any deposit or other amount paid by you in advance.
- 1.2 **Specification of Goods and Services:** All Goods supplied will correspond with any specification provided by Help-Link and be of satisfactory quality and fit for purpose. All Services will be performed by Help-Link using all reasonable skill, care and diligence. Help-Link may after the date of this contract make reasonable changes to the specification of any Goods or Services where that is required to ensure compliance with any applicable law or code of practice and/or where those changes do not result in any reduction to the standard, quality or performance of the Goods or Services in question or otherwise place you at any disadvantage.
- 1.3 **Deposit:** Help-Link will not be obliged to deliver any Goods or perform any Services until you have paid any deposit detailed on the Order Form. You must pay any such deposit to Help-Link at the time of signing the Order Form and if you fail to pay any deposit within 30 days of the date you sign the Order Form then Help-Link may cancel this contract without liability to you.
- 1.4 **Payment:** The balance of the price will become payable by you immediately upon Help-Link having delivered the Goods and completed the Services in accordance with this contract and you must not unreasonably withhold or delay providing confirmation that the Goods and Services have been delivered and performed to your reasonable satisfaction.
- 1.5 **Credit Agreements:** If you have entered into a credit agreement with a finance provider Help-Link has introduced you to, you will need to enter into a separate agreement with that provider (and the funds will be paid direct to Help-Link). If you later decide to withdraw from that credit agreement under the Consumer Credit Act 1974, you will still be responsible for paying (and must pay in accordance with the terms of this contract) the outstanding balance of the price payable by you to Help-Link under this contract.
- 1.6 **Ownership of Goods:** All Goods supplied remain the property of Help-Link until paid for by you in full although this retention of ownership will not affect any claim which Help-Link may have against you for the payment of any overdue amount.
- 1.7 **Late Payments:** If you fail to pay any amount owed to Help-Link under this contract on-time then Help-Link may suspend without liability further deliveries of any Goods and/or performance of any Services (including warranty repairs) until you have paid all overdue amounts. In addition, Help-Link may claim interest on any late payment calculated on a daily basis at 2% above the base lending rate of Lloyds Bank Plc from time to time in force.
- 1.8 **VAT:** Help-Link shall be entitled to adjust the price payable by you to reflect any subsequent changes to the rate of VAT.

2.0 UTILITY SUPPLIES AND GAS SAFETY

- 2.1 **Utility Supplies:** You are responsible for ensuring at your own cost that your home has a safe electricity and natural gas supply connection and associated meters prior to Help-Link commencing work (excluding gas in the case of oil fired boilers where you are instead responsible for ensuring a connection to a suitable oil tank). Unless specifically provided for on the Order Form, arranging such supply connections and meters do not form part of the Services which Help-Link are to perform.
- 2.2 **Gas Safety:** As part of its legal duty as a Gas Safe registered engineer Help-Link is only able to connect appliances such as your new boiler to gas supplies which are safe. On the first day of installing your new boiler Help-Link will carry out a gas soundness test to confirm whether your gas supply is safe. Should any leak or other defect with your gas supply be identified as a result of that test then Help-Link will be required to condemn your gas supply and will not be able to commence work until your gas supply is made safe. Any such work required to make your gas supply safe is not included in the price of this contract although can be undertaken by Help-Link subject to the payment of an additional amount by you which will be agreed with you in advance. Alternatively, you can arrange for another Gas Safe registered engineer to carry out such works at your cost if you do not want Help-Link to carry out that work but Help-Link will not be able to continue with the installation of your new boiler until that work is completed. If you delay or decide not to proceed with the work required to make your gas supply safe then Help-Link may cancel this contract without liability but if it does so, Help-Link will refund to you any deposit or other amount paid by you in advance.

3.0 DELIVERY DATES

- 3.1 **Delivery Dates:** Any dates for delivery/performance of the Goods and Services are estimates and whilst Help-Link will always try to meet those dates it will not be liable for any minor delays or failures. In particular, Help-Link will not be liable for any delays caused by circumstances beyond its reasonable control (such as adverse weather conditions, staff illness or a general market shortage of particular goods or parts, particularly in the case of spare parts for older/obsolete boilers).
- 3.2 **Termination due to Delay:** You have the right to terminate this contract without reason and at no cost at any-time before actual delivery of the Goods to your home and during a limited period following delivery – the Notice of Cancellation Rights attached to these terms and conditions sets out full details of these rights and how you can exercise them. In addition, if Help-Link fail to deliver the Goods and complete the Services by any dates agreed with you then, provided that the delay is not as a direct result of any breach by you of any of your obligations under this contract (such as you failing to allow Help-Link access to your home) and/or due to circumstances beyond Help-Link's reasonable control, you may request in writing that Help-Link complete all deliveries and Services within a further reasonable time-period. If Help-Link then fail to complete all deliveries and Services within the reasonable time-period specified by you, you will then have the option to terminate this contract due to Help-Link's breach.

4.0 ACCESS TO YOUR HOME AND LIABILITY FOR DAMAGE

- 4.1 **Access to your Home:** You must provide Help-Link with free access to your home to enable it to deliver the Goods and carry out the Services. You must also provide Help-Link with free access to water, electricity and gas for such purposes. You must ensure that you have secured in advance any necessary licences, permits or authorisations required to enable Help-Link to deliver the Goods and carry out the Services at your home (such as any listing building consents, if applicable).
- 4.2 **Damage to Goods:** Once any Goods have been delivered to your home you will become liable for any loss or damage to those Goods unless such loss or damage was caused by Help-Link itself or as a result of you carrying out a reasonable and careful inspection of those Goods to confirm that they comply with the requirements of this contract.
- 4.3 **Working Hours:** Help-Link will usually carry out work at your home during its usual working hours on Mondays to Fridays however, occasionally Help-Link may decide at its own expense to work outside of these days/hours to enable it to complete work as soon as possible and/or to minimise any delay and you agree to grant access to your home outside of these days/hours if requested by Help-Link. If you request that Help-Link carry out work outside of these days/hours other than in order to allow Help-Link to remedy any breach of this contract (for example, if you ask Help-Link to fit your new boiler on a Saturday as that is the most convenient day for you) then Help-Link's agreement to do so will be subject to you first agreeing to pay Help-Link's additional charges for working outside of these days/hours which charges will be advised to you in advance.
- 4.4 **Suspension of Work:** If Help-Link suspend or delay the delivery of any Goods and/or the performance of any Services at your request or as a direct result of any breach by you of your obligations under this contract (for example, if you have failed to arrange a gas and electricity supply to your home before Help-Link commence work) then in addition to the original price payable by you, Help-Link reserves the right to charge you a reasonable additional amount to cover any unavoidable costs, expenses and/or losses incurred by Help-Link as a direct result of its suspension or delay in those circumstances.
- 4.5 **Damage to your Home:** Whilst Help-Link accepts liability for any reasonably foreseeable damage caused to your home as a direct result of its breach of this contract, you accept that some level of minor/cosmetic damage may be caused in order to perform the Services (such as damage to plasterwork, paintwork, decorations, flooring, wall coverings etc.) and that Help-Link will not be responsible to you for making good such damage. In particular, in no circumstances will Help-Link be liable to bury any pipework into floors or walls and cuts or holes made by Help-Link will be made good but not permanently finished or redecorated; floorboards will be reinstated or replaced where necessary but special or laminated floors cannot be matched or finished; and any carpets which have been lifted will be re-laid by Help-Link to the best of its ability but Help-Link will not be responsible for damage caused to carpets which are glued or nailed down. Unless specifically set out on the Order Form, Help-Link will not be responsible for boxing in any new or existing pipework. Where Help-Link is responsible for making good any such loss or damage, Help-Link cannot guarantee to match any bricks, stonework etc. on a like for like basis.
- 4.6 **Liability for Structural Defects:** Help-Link will not be liable for any damage to your home which is caused as a direct result of structural defects or weaknesses at your home unless: (a) that damage is caused as a direct result of a breach by Help-Link of this contract; and/or (b) the existence of the defect or weakness in question should have been reasonably apparent to Help-Link upon a reasonable visual inspection of the area in which the Services are to be performed prior to Help-Link commencing work (although for the avoidance of doubt, Help-Link will not be obliged to carry out a detailed structural survey of the entire of your home nor any inspection of any parts not immediately visible to the naked eye (for example, any pipes buried under floorboards)).

5.0 DANGEROUS MATERIALS

- 5.1 **Removal of Non-Dangerous Materials:** As part of the Services Help-Link will remove any non-dangerous waste items from your home (such as your old boiler) which will become the property of Help-Link upon removal. However, the Service does not include the removal by Help-Link of any dangerous materials from your home (such as asbestos) that it would not be reasonably possible for Help-Link to have identified when carrying out a reasonable visual inspection of the area of your home where the Services are to be performed prior to you signing the Order Form.
- 5.2 **Removal of Dangerous Materials:** If any such dangerous materials are subsequently found at your home then Help-Link may agree (at its discretion) to remove those for you for an additional charge agreed with you in advance. If not, you must arrange at your own expense for a specialist contractor to remove those dangerous materials as soon as possible and Help-Link will be entitled to suspend further works until you have done so and provided it with a "site clearance for reoccupation" certificate which should be provided by your specialist contractor.
- 5.3 **Delay in Removing Dangerous Materials:** If there is any significant delay in you arranging for the removal of any such dangerous materials from your home or should you refuse to arrange for removal of those dangerous materials then Help-Link will be entitled to terminate this contract and should it do so, you must pay to Help-Link a reasonable proportion of the overall price to reflect the Goods and Services which Help-Link have already provided prior to termination.

6.0 HELP-LINK'S RESPONSIBILITIES TO YOU

- 6.1 **Help-Link's Responsibility for Death or Personal Injury:** Help-Link accepts full responsibility for any death or personal injury which may be caused: as a result of its negligence; by any breach of its obligations under this contract; and/or as a result of any other act or omission on the part of Help-Link and none of the limitations on the liability of Help-Link set out in this contract will apply to claims for death or personal injury for which Help-Link is responsible.
- 6.2 **Help-Link's other Responsibilities to You:** If Help-Link breaches any of its obligations owed to you then Help-Link accepts responsibility for any loss or damage which you may suffer as a direct result of its breach and which was reasonably foreseeable on the date on which you signed the Order Form. Help-Link does not though accept any responsibility for loss or damage which is not caused as a direct result of its breach (including liability for any loss of earnings) or which was not reasonably foreseeable on the date on which you signed the Order Form. Further, Help-Link does not accept responsibility for any loss or damage to the extent that it is caused as a direct result of you breaching any of your obligations under this contract (for example, if you fail to provide Help-Link with access to your home to enable it to perform the Services) and/or due to circumstances beyond its reasonable control.
- 6.3 **Allowing Help-Link the Opportunity to Put Things Right:** If you suffer any loss or damage for which Help-Link is responsible then you must afford Help-Link a reasonable opportunity to remedy the problem (for example, by allowing Help-Link access to your home to repair any damage for which it is responsible) and you must take reasonable steps to minimise or avoid any loss or damage which you may suffer as a result of Help-Link's breach of this contract. Help-Link will not be responsible for any loss or damage which you fail to afford it a reasonable opportunity to put right and/or which could have been avoided or minimised by you taking reasonable steps which you failed to take.

7.0 VARIATIONS TO THESE TERMS AND CONDITIONS AND ASSIGNMENT

- 7.1 **Variations to these Terms and Conditions:** Other than in the limited circumstances detailed in these terms and conditions where Help-Link may make certain unilateral changes, any variation to these terms and conditions will only be valid if agreed between you and Help-Link in writing.
- 7.2 **Assignment:** Help-Link may assign or sub-contract some or all of its rights and obligations under this contract from time to time but any such assignment will only be in circumstances which do not prejudice your rights under this contract.

8 WARRANTIES

- 8.1 **Gas Boiler Warranty:** All gas boilers supplied by Help-Link are provided with the benefit of a manufacturer backed parts and labour warranty (excluding timers and controls – see 8.3 below). This means that subject to the following terms and conditions, should a fault develop with your boiler during the warranty period following its installation, the manufacturer of your boiler will repair that fault free of charge.
- 8.2 **Installation Warranty:** All parts installed by Help-Link are covered by a 12month Help-Link backed installation warranty.
- 8.3 **Timers and Controls:** The manufacturer's warranty period relevant to your timers and controls will be provided post installation.
- 8.4 **Radiators and Towel Rails:** Where any radiators or towel rails are supplied the relevant manufacturer's warranty will be provided post installation.
- 8.5 **Notification of Warranty Claims:** You must notify Help-Link of any warranty claim as soon as reasonably possible after becoming aware of the fault or issue in question, using the contact details set out in the warranty pack provided to you by Help-Link.
- 8.6 **Warranty Conditional upon Annual Service at Your Cost:** In order to benefit from the above boiler warranty, you must arrange for your boiler to undergo an annual safety inspection and service for each year of the applicable warranty period. The cost of this annual inspection and service is not included in the price of this contract and must be paid for by you in addition. Help-Link can carry out annual inspections and services for you for an additional charge or you can arrange for another supplier (who must be Gas Safe registered) to carry these out for you instead.
- 8.7 **Your Obligation to retain Gas Inspection Records:** If you do arrange for another supplier to carry out these inspections and services then you must ensure that your supplier is Gas Safe registered and obtain from that supplier and keep in a safe place documentation to evidence that each annual inspection and service has been carried out. You must produce this documentation if requested to do so by Help-Link or the manufacturer of your boiler.
- 8.8 **Operation of your Boiler:** In order to benefit from the above warranty you must also ensure that you operate your boiler at all times in accordance with the manufacturer's instructions. Where your boiler is a combination boiler you should be aware that if more than one tap or outlet is used simultaneously water flow rates will be reduced – this is a characteristic of all combination boilers and is not a fault.
- 8.9 **Exclusions from Warranty Claims:** Neither Help-Link nor the manufacturer of your boiler, its timer and controls and/or radiators/towel rails (if applicable) will be liable to you, whether under this contract or otherwise (and whether to carry out any warranty repairs or otherwise), where any fault of problem arises as a result of: (a) any failure by you to comply with your obligations set out above regarding the operation, inspection and servicing of your boiler (or should you be unable to produce evidence that your boiler has undergone an annual service and inspection) and/or you failing to notify Help-Link of any warranty claim as soon as reasonably possible; (b) any deliberate damage or vandalism; (c) damage caused by circumstances outside of the control of Help-Link (for example, due to structural problems at your home); (d) any damage caused by any third party carrying out work on your boiler and/or radiators/towel rails (if applicable) other than where such third party was acting at the request of or on the behalf of Help-Link and/or the manufacturer of your boiler and/or radiators/towel rails (if applicable); and/or (e) any variation in the water flow rate to your home (as such rates can fluctuate dependent on the time of day and the age and condition of the water supply to your home). Further, the replacement of any lamps or bulbs fitted to your boiler are also excluded from this warranty as is any replacement or repair of timers and controls after the expiry of the warranty period for those as detailed in paragraph 8.3.
- 8.10 **Exclusion of Your Existing System:** The above warranty applies only to your new boiler, its timer and controls and/or radiators/towel rails (if applicable) and does not extend to cover your existing wider central heating and plumbing system (any components not supplied by Help-Link such as existing radiators, pipe-work, showers, taps etc.) or the drains at your home. Whilst Help-Link will endeavour to advise you of any potential problems or issues with your existing system which are obvious on a visual inspection of the easily accessible parts of that system prior to commencing work, Help-Link will not be obliged to carry out a detailed inspection of all parts of that system (for example, of any pipes buried under floorboards) and all installations are carried out by Help-Link on the assumption that your existing system is and will be maintained by you in a satisfactory condition. Unless directly caused by a breach by Help-Link of this contract, Help-Link will not be responsible for repairing any faults or issues which may develop in future with your existing system and/or drains and/or for any loss or damage which may be caused by your existing system and/or drains.
- 8.11 **Shower Connections:** In particular, you should be aware that due to the wide variety of showers installed in UK homes, it is not possible to guarantee that your new boiler will be compatible with your existing shower and whilst Help-Link will endeavour to assess whether this is a risk prior to installing your new boiler, Help-Link will not be liable to you if your existing shower is not compatible with your new boiler.

9 TERMINATION OF THIS CONTRACT

- 9.1 Unless terminated earlier in accordance with its provisions, this contract will automatically terminate on the last day of the applicable warranty period. Any termination of this contract will not affect any claim, cause of action or liability which may have arisen before the date of termination.