



Definitions:

(1) **Us or We** - STL Heating and Energy Limited, a company incorporated under the Companies Act registration number 6510732, and/or the employees, servants or agents of STL Heating and Energy Ltd

(2) **You** - [The customer]

(3) Collectively the parties

1. By instructing us to carry out any services or to supply you with any materials, you are agreeing to be bound and for the relationship between us to be governed, by, our standard terms and conditions, such terms and conditions shall prevail over any other terms and conditions. The contract is entered into upon payment of the deposit as per clauses 17 and 26 below, or in the event that no deposit is required, upon your written confirmation of acceptance of our quote. Prior to payment of the deposit as per clauses 17 and 26, below we have no obligation to you to provide any services or otherwise.

2. In the event that any provision(s) or sub-provision(s) of these terms and conditions are held to be, void, illegal, unlawful or unenforceable, then any such provision(s) and/or sub-provision(s) shall be modified to the extent necessary to avoid the same being void, illegal, unlawful or unenforceable. In the event that any such provision or sub-provision cannot be so modified then it shall be severed from the agreement and/or main provision, and the rest of the terms and conditions and/or provision, shall remain binding on the parties and enforceable as if such provision(s) and/or sub-provision(s) had not been included within these terms and conditions.

3. We are not liable to you for, and you may not set off against any sums that you are liable to pay us under this agreement, any loss or damage (excluding death or personal injury) that you suffer as a result of:

(1) Breach by us of any implied term requiring us to perform a service with reasonable care and skill (2) Breach by us of any implied term requiring any material supplied by us to be of satisfactory quality and/or fit for purposes

(3) Breach by us of any implied term requiring any material supplied by us to meet any particular description or comply with any particular sample supplied

(4) Breach by us of any implied term to perform the agreed services within a reasonable time or within an expressly agreed time

(5) Our negligence and/or breach of any duty of care

Unless:

(A) You have notified us of the applicable problem(s) within a reasonable time

(B) In the event that we have responded to your notification and asked for the opportunity to investigate and/or rectify the applicable problem, you have provided us with reasonable co-operation, including but not limited to providing our employees, servants or agents access to the relevant property to investigate the problem, responding to our attempts to contact you in relation to the problem.

(C) You have provided us with evidence in writing, of any loss and damage suffered if requested to do so by us.

(D) We have refused to acknowledge that we have a liability to you or we have failed to make you a reasonable offer of compensation; a reasonable offer of compensation is an offer that is an amount (whether in money or monies worth) which is no less and no more than the amount that you are likely to be awarded by a Court if you commenced legal proceedings against us.

4. In the event that you complain to us about problems with the services and/or materials that we have provided you with, you agree to reimburse us for our costs and expenses in connection with investigating your complaint in the event that there is no genuine defect with the services and/or materials supplied and any one or more of the following apply:

(1) You have made your complaint in bad faith

(2) Your complaint was unreasonable

(3) Your conduct after making the complaint was unreasonable

In which case you agree to indemnify us for our costs (including but not limited to our legal costs) and expenses, this includes the following: 40.00 per Letter that we write, £ 120.00 per Visit that we make.

6. Any waiver of either of the party's rights under this agreement, variation or addition to, these terms and conditions, must be mutually agreed in writing in order to be effective.

7. The Contracts (Rights of Third Parties Act) 1999 does not apply to this agreement.

8. Any involvement of third parties in the services and/or materials that we provide you with and/or your eligibility or otherwise for any government (whether, without prejudice to the generality of the foregoing, European Union, UK Government, Local Authority) funding, will not affect your liabilities under this agreement and in particular your liability to pay our fees.

9. We will carry out the work set out in your quote for the price that is stated therein, in accordance with these terms and conditions. All prices Exclude VAT at the current rate unless stated.

Your quote is valid for 14 days from the date that we send it to you and we must begin the work within 90 days of this date. After this time your quote will no longer be valid and you will be required to ask for an updated quote, such quote and any work carried out in relation to such quote shall be governed by these terms and conditions.

The quote will specify the work that we have agreed to carry out and/or the services and/or the materials that we have agreed to provide you with; we are not obliged to provide you with any services, work, or materials or incur any disbursements that are not expressly referred to within the quote, save for removal of materials in accordance with the final paragraph of this clause.

Without prejudice to the above paragraph, the price we quote does not include the cost of removing any dangerous waste materials, such as asbestos, that we could not reasonably identify when we gave you our quote. A specialist contractor will remove these dangerous materials or we may be able to arrange for them to be removed at an extra cost. When asbestos is removed you will need to produce a 'site clearance for reoccupation' certificate, which you can get from the asbestos removal company, before we can continue to work at your property.

The price we quote includes removing all non-dangerous materials, including your old boiler and central heating parts we replace. This includes copper tanks and copper pipe and any scrap value therein. Any building work to be carried out by us shall be detailed within the

Any changes to the above quote must be agreed in writing prior to the installation date.

10. We may at our absolute discretion, carry out any work, provide you with any services or materials or incur any disbursements that are not included within the quote but which are necessary to enable us to carry out the work and/or provide the services and/or supply the materials, that are included within the quote. Should this occur then you must pay us the amount agreed for such work and/or services and/or materials and/or disbursements, or in the absence of any such agreement, a reasonable amount.

11. If you request and we agree, to, carry out any work, provide you with any services or materials or incur any disbursements that are not included within the quote, you must pay us the amount agreed for such work and/or services and/or materials and/or disbursements, or in the absence of any such agreement, a reasonable amount.

12. Save as is inconsistent with any of the terms and conditions above, these terms and agreements represent the entire agreement between the parties and neither party can rely on any statement or representation not included within these terms and conditions. Nothing in this clause will operate so as to exclude liability for fraudulent misrepresentation, deceit or any other form of dishonesty.

13. Any contract that you enter into with any third party whether to provide funding for our fees for our services or otherwise, does not impose any additional obligations on us nor does it affect your obligations or rights under this agreement.

14. Warranty

We agree to guarantee any such boiler for 10 years against any failure to function due to any defective parts. Our obligations pursuant to this clause are strictly limited to correcting boiler component failures where such correction is necessary to enable the boiler to function effectively and where it is possible to enable the boiler to function effectively through any such replacement. For the avoidance of doubt the warranty does not apply to any defects with system components other than the boiler, for instance thermostats, time clocks and motorised valves.

The following are condition precedents for our obligations under this clause:

1. That the boiler in question has been subject to a Boiler Service no less frequently than once per year from the date of its installation.

2. That all annual boiler servicing is carried out by STL Heating and Energy Ltd.

3. That no legal person other than our employee(s), servant(s) or agents, have, without prejudice to the generality of the foregoing, carried out any service, repair or inspection of the boiler in question.

4. That you have fulfilled all of your obligations to us under this agreement and/or any other agreement(s) that you have with us.

5. The Benchmark log book must have been completed by the installer at the point of installation and retained on site by the owner/occupier for inspection during an engineer visit.

6. Any failure must not be caused by contaminated water.

7. You pay a deposit if requested to do so for an engineer visit, prior to any such visit. Such deposit will be repayable in full if the diagnosed fault is covered by the guarantee.

8. Any preventative works recommended by our servicing engineers are carried out within the timescale recommended (if applicable).

It is our understanding that you have the benefit of a 10 year warranty, commencing from the date of the installation of the boiler.

This clause does not affect your statutory rights

15. Change of work

If, after placing your order, you want to change the work, you must consult with us first. We may, (but are not obliged to) be able to incorporate your changes into the installation provided that:-

- it is technically possible;
- we have the necessary resources;
- the necessary permissions are in place.

If we agree to this change of work you must:

- confirm this in writing; and,
- do so within 14 days of when you first tell us.

We will then adjust the price:

- by written agreement beforehand, if possible; or if not then
- by later written agreement; or if not then
- by referring to any priced documents, if this applies; or if not then
- by a reasonable amount for the work done or goods supplied.

Every change that means extra or revised work (as opposed to changes that leave something out) may mean extra costs. We will try to keep those costs to a minimum.

16. We are not liable to you for events or any failure to fulfil our obligations under this Agreement were such events or failure to fulfil our obligations is caused by events that are beyond our reasonable control such as severe weather, riot, civil war or an epidemic of any disease.

17. Deposits

On acceptance of your Quotation, we will ask for and you will be required to pay forthwith, the deposit specified in the Quotation, as per clause 26 below. Should you decide to cancel the contract within the cancellation period as set out we will return the deposit, subject to the applicable provisions set out below.

18. Advance payments

We do not normally ask for advanced payments in addition to the deposit referred to above, however under certain circumstances we may require you to pay a further advance payment no more than three weeks before the agreed delivery or installation date. Where we make such a request then we are not obliged to commence work until you have made the full amount of the advanced payment requested. Such a further advance payment, taken together with the deposit, will under no circumstances be more than 60% of the total price in the Quotation and will only be used to carry out this installation, for example to purchase goods. We explain in detail in the Quotation when invoices will be sent and the amount due for each payment.



We will not ask you to pay in advance more than 60% of the total contract price set out in the Quotation.

19. Final Payment

The balance outstanding on the contract price is due on completion and commissioning of the installation.

We will issue you with an invoice when the work is complete and has been commissioned.

20. Consequences of late payment

If you fail to pay the amount specified in an invoice by the due date then we may charge interest until the full amount is paid. The interest rate we charge will be 3% above the base rate set by the Bank of England.

If you are in breach of this Contract because you have failed to make an agreed payment, we may then we may be entitled to recover any additional costs we incur.

We may require you to return and deliver up the goods to us. Failing this we will take legal proceedings to recover the goods or their outstanding value.

21. Your other obligations to us

You must obtain all relevant permissions (such as planning and building consents) that are necessary before we start work on the installation. If we ask to see those permissions (and related drawings and/or specifications) you must make those available.

We normally lift your carpets, however on some occasions we may need you to lift carpets or take up all or some other floor coverings, including tongue-and-grooved floor coverings and parquet hardwood, rubber or tiled floors, so we can complete the work. You will be notified at technical survey stage if we need you to do this. You can call a specialist contractor to do this work or we may be able to do it for you at an extra cost. We will arrange for a carpet fitter to refit carpets free of charge. If we do any of this work for you we will only be responsible for any unnecessary damage caused directly by our negligence and it will be your responsibility to put the flooring back once the work is completed.

If you are a tenant, you will need your landlord's permission before you can allow us to start the work. We require the landlord to instruct the work directly with us before commencement for any works. If we carry out work at the landlord's property and you have not got permission or have given us false or inaccurate information, you will compensate us for any losses we suffer because of your failure to get your landlord's permission.

If your property is a listed building, it is your responsibility to make sure that you get any permission you need before we start the work, and we will need evidence from you that you have got this permission. If you do not get the permission you need, you may be prosecuted in the criminal courts. We will not be able to start any work if you have not got the appropriate planning permission or if you are unable to give us evidence that you have this permission. If we carry out work at your property and you have given us false or inaccurate information, you will compensate us for any losses we suffer because of your failure to get the permission you needed, which may include court fines and penalties.

You will need to have an adequate gas and electricity supply to your property before we can start the work. We can advise you on who the relevant people you need to talk to if you require to arrange for a gas meter to be fitted.

22. Supply of services

You must agree to provide the following for our use free of any charge:

- water, washing facilities and toilets;
- adequate storage space;
- safe and easy access to your property from the public highway;
- easy access to the location within the property where the installation is to take place by removing all belongings.

You, or a contractor you employ, may need to carry out preparatory work before the installation described in the Quotation can start. If so, we will describe this to you in writing. This work must be finished before the agreed date on which installation work is due to start. This work must be undertaken by competent persons and must be of the necessary quality for the installation. If this preparatory work is not finished before the agreed date on which the installation is due to start, the following conditions will apply.

We will seek to accommodate small delays without recourse to compensation. However, if the work is delayed or lasts longer than expected for any reason within your control, we will adjust the price accordingly,

- by written agreement beforehand, if possible; or if not then
- by later written agreement; or if not then
- by referring to any priced documents, if this applies; or if not then by a reasonable amount for the work done or goods supplied

23. Using personal information

We may use your information to do the following:

- Provide you with the services you have asked for (servicing or Care Plan)
- Help train our staff.

Contact you in any way including by post, email, phone, text message or other forms of electronic communications. When we contact you, we may use any information we hold about you to do so. If we are contacting you to tell you about any offers, we will, as far as possible, do this in line with how you have told us you would prefer to receiving marketing information (your recorded marketing preferences). You can ask us not to send you any information on our offers at any time.

If you give us sensitive information about yourself or other people (such as health details) you must agree (and also confirm that the person the information is about has agreed) that we can use this information in the way set out in this document. You are entitled to have a copy of the information we hold on you and to have any inaccurate information corrected. We may charge a small fee for providing a copy of any information we hold about you.

24. Right to Cancel

You have a right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the conclusion of the contract.

To exercise the right to cancel, you must inform us, STL Heating of Unit 9, The Gateway, School Lane, Knowsley, L34 9AA, email: info@stlheating.co.uk, telephone: 0800 0086 999, of your decision to cancel this contract via a clear statement (e.g. a letter sent by post, or email).

You may use any attached model cancellation form, but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you choose a type of delivery other than the least expensive type of standard delivery offered by us).

We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is a result of handling by you, which is beyond what is necessary to establish the nature and/or characteristics and/or functioning of the goods.

We will make the reimbursement without undue delay, and not later than –

- (a) 14 days after the day we receive back from you any goods supplied, or
- (b) (if earlier) 14 days after the day you provide evidence that you have returned the goods or
- (c) If there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel the contract

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

Your rights

As detailed above, you can cancel this contract by sending us written notice no later than 14 days after the date on which this contract entered into.

If you cancel this Contract after the period referred to above then you may have to pay compensation for costs or losses reasonably incurred.

Our rights

If you are in serious breach of your obligations as set out in this Contract and you fail to remedy that breach within 7 days of receiving written notice from us about that breach, then we have a right to cancel the contract. We must give you reasonable opportunity to rectify the alleged breach.

If we suffer a loss as a result of your breach of contract, we must take reasonable steps to prevent the loss from getting worse. If your breach of contract leads to a cancellation then you may have to pay compensation for reasonable costs or losses reasonably incurred.

26. Acceptance of Proposal

If you wish to accept the quote and proceed then you must arrange immediate payment of your deposit.

Cheque payable to STL Heating and Energy Limited. Cash/cheque payments can be made at our office at the address below.

We also accept credit card payment (3% surcharge) or debit card payment (no surcharge). This transaction can either be done by telephone or in person at our office.

Paying by BACS – Royal Bank of Scotland

Sort Code – 16-24-06

Account – 12173665

Please read this document carefully. We aim to have the best possible relationship with all our customers, and this document will help you understand how we work. If you have any questions, please let us know before you accept the quote. STL Heating and Energy Limited, is a company incorporated under the Companies Act (registration number 6510732) having its registered office at Unit 9 The Gateway, 4 School Lane, Knowsley Industrial Estate.