Installation Terms and Conditions

1. References in these conditions to “Swale Heating”, “we” and “our” are references to Swale Heating Limited (company number 01076034), whose office is at Heard Way, Eurolink Industrial Estate, Sittingbourne, Kent, ME10 2SA. References to the “customer” and “you” are references to the person to whom the quotation is addressed.

2. These terms and conditions ("terms") tell you how we will provide products and services to you. How we will contact you and what to do if there is a problem and other important information. Please read these terms carefully before placing your order. By placing an order you agree to be bound by these terms.

3. Once you place your order (by telephone 0800 731 33 44 or by signing and sending the order form to us or by submitting an order online), and your order is accepted by us, a contract between you and us will be formed and that contract will be subject to these terms and the quotation ("contract").

4. Swale Heating reserves the right to decline any order at its discretion.

5. Swale Heating reserves the right to cancel any online order, should we find, on arrival at the property, that it is not possible to carry out the work, which has been quoted for and requested by the customer. This decision is entirely at the discretion of Swale Heating. In this scenario a full refund would be provided.

6. The customer warrants that the information they provide during the online purchasing process is true and accurate. If we find any inaccuracies in the information provided by you, then we reserve the right to charge a reasonable fee for the installation and/or to cancel the contract between you and us. In the event of a cancellation a restocking fee, currently £150 inc VAT (subject to change from time to time), will be charged for the aborted installation if you are outside of your cooling off period (see paragraphs 96 to 98).

7. When placing an online order via our website, we will, if we accept your order, email a confirmation to the email address provided during the ordering process which will confirm:
   a. The specification of the work we will carry out
   b. The total cost of the installation
   c. The arrangements for the delivery of the materials
   d. Your cancellation rights and the process to exercise it
   e. The terms of any guarantee and details of any sales maintenance cover
   f. Our telephone number for any warranty claims and/or breakdowns

8. By placing an order, you are confirming you are the owner of the property detailed in the quotation (or the email confirmation) or that permission from the owner has been granted.

9. The contract is subject to availability of appliance(s), equipment and other materials. Where necessary we will offer a suitable alternative, if available, which will be subject to your acceptance.

PRICE

10. This price detailed in the quotation includes the supply and installation of all the components and materials required to carry out the work specified unless stated otherwise in these terms and/or the quotation.

11. The price includes VAT unless otherwise stated. If the rate of VAT changes between the date of the order and the date of delivery or performance, we will adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

12. If your heating system qualifies for our 1st year’s fully comprehensive central heating system cover promotion, this will be detailed in the pricing schedule of your quotation.

13. The full terms of this contract can be found at www.swaleheating.com/boiler-cover-and-service-plans. Please note this cover does not include an annual service. We will write to you 11 months after the installation with information regarding ongoing central heating maintenance packages.

14. We have made an allowance in your quotation price for removing the redundant materials from your property. Should you wish to keep any materials, for example the copper cylinder, we will need to make an adjustment to the price detailed in your quotation.

15. The price or prices quoted are valid for 28 days from the date of quotation and are strictly subject to the works being ordered for completion within 60 days of the quotation date. This clause does not apply to special offers which will be subject to variable closing dates, full details of which will be detailed in the offer. Prices are otherwise subject to variation from time to time.

PAYMENT

16. If you enter into a separate finance agreement you must ensure you meet the payment terms set out in that agreement.

17. You must pay all amounts due to us (including any deposits) in accordance with the quotation.

18. Title to goods will not pass to you until we receive payment for the goods in full and cleared funds. If you do not pay all amounts due to us in accordance with the quotation, we may require you to return any goods and to pay us the full amount due in respect of any outstanding amount, whether before or after judgment. You must pay us interest together with any overdue amount.

19. If you purchase goods and services online, via an interactive quotation tool, then full payment must be made in full and cleared funds prior to the start of the installation. Alternatively, a finance product must be in place with you and our partner, Hitachi Personal Finance. We will introduce the customer to Hitachi Personal Finance on a referral basis only.

WHAT IS INCLUDED

20. We will carry out the boiler upgrade (if applicable) and central heating improvements as detailed in the quotation.

21. We will deliver the materials for the installation to the customer’s property. Whilst we will endeavour to ensure delivery is made on any dates and times specified, delivery dates and times are estimates only. Delivery is made by a third party and in the event of a later delivery, this does not give cause for cancellation of the installation (unless within your cooling off period) and Swale Heating shall not be liable to you for any loss suffered as a result of late delivery.

22. The existing system will be drained down where necessary and redundant materials will be carefully disconnected and removed from site. Ductsheets will be used to protect your furnishings. We will flush and clean the system after fitting the new boiler.

23. Upon completion we will fill the system and ensure corrosion inhibitor is added. We will test and adjust the boiler and controls and leave the system in good working order. We will ensure that you are satisfied with the work and that you understand the controls, as well as carrying out the necessary safety checks.

24. All wiring to the boiler, pump and controls will be carried out to current BS 7571 standards and surface installed. An N.I.C.E.I.C. certificate will be provided following completion of the works.

25. If applicable, the flamed fire terminal will be carefully cut through the outside wall and sealed. Every care will be taken to minimise the disturbance of brickwork. If necessary, a suitable fireguard will be fitted and protection to eaves or soffits will be included where applicable.

26. Non return, back flow prevention devices (including those associated with water meters) fitted to the mains supply can cause a pressure build up which could damage the boiler and other household appliances. Therefore, to keep in line with the manufacturer’s instructions, if applicable, we will fit and fit a mini expansion vessel (0.185) adjacent to the boiler on the cold mains supply.

27. This quotation only includes making good holes and the lifting and refitting of floorboards where specified. Please note: if necessary, floorboards may have to be cut in order to be fitted. We cannot be held responsible for their replacement if this is the case.

28. Should repairs to brickwork be necessary we will endeavour to match the existing bricks as best as possible, however if an exact match is required it is preferable that the customer supplies the bricks. Furthermore, matching colour, texture and the general appearance of bricks and mortar is not always possible due to older products ceasing production and the effects of weathering over time. The customer accepts that appearance differences should be expected.

29. If applicable we will remove the cold water storage tank, cylinder and feed and expansion tank if possible. Note: if the existing cold tank is found to contain asbestos cement, the tank will be drained and only removed if the loft access is of a size that allows removal of the tank in one piece. If this is not possible we will seal the tank in plastic sheeting and it will remain in the loft in accordance with local water bye-laws.

30. If we are converting your system from a conventional to a combination setup we will reconnect to the existing domestic supplies as necessary and change the cold water down service onto the cold mains.

GUARANTEE & WARRANTY

31. All work and materials are guaranteed by Swale Heating for twelve months from the date of completion of the installation ("guarantee period"). Swale Heating’s guarantee covers the expected performance of the parts we install. You can make a claim under Swale Heating’s guarantee by calling our service line on 01795 477698 or by emailing sales@swaleheating.com. When a claim is made we will conduct an inspection and, where you have a valid claim under the guarantee, we will either repair the equipment or replace the part. Certain individual materials e.g. the boiler, carry longer manufacturer warranties and these will be detailed in your quotation. All the boilers which we supply, come with varying lengths of warranty (up to 10 years). Please be aware that you must have the boiler serviced annually by a Gas Safe or OFTEC registered engineer to maintain the boiler warranty. The guarantee and warranty given by us and the boiler manufacturer does not take away any rights you may have under law and are in addition to your statutory consumer rights. Please note that Citizens Advice Consumer Service can be contacted on 0345 040 5406 if required for advice on your consumer rights.

32. The Stelrad radiators we supply have a 10-year manufacturer guarantee.

33. The timer and controls we supply typically have a 2-year manufacturer guarantee. Swale Heating can provide specific details upon request.

34. You must notify us of any warranty or guarantee claim as soon as reasonably possible and in any event within 14 days after you become aware of the fault.

35. If a product we have supplied fails within the guarantee period (excluding the boiler, which has a longer manufacturer warranty as per your quotation), we will replace or repair it free of charge, unless the failure is due to third party interference, fair wear and tear, willful damage, accident, negligence by you or any third party, failure to follow instructions, failure to service a Condensafe annually in accordance with paragraph 74 (where applicable) or any alteration undertaken by you or a third party. This does not take away any rights you may have in law.

36. Swale Heating will register your boiler installation with the relevant manufacturer on your behalf. A certificate explaining what is and is not covered can be provided upon request. Any component or part of the existing system that is no-use cannot be covered by our own guarantee.

37. The pipework and tanks installed, will be insulated in accordance with the specification of Swale Heating. We cannot however accept liability for damage caused by extreme weather conditions.

38. Swale Heating’s guarantee is restricted to only the materials and appliances installed by Swale Heating. No liability can be accepted for damage caused by disturbance of any existing supplies, tanks, cylinders or fire surrounds, however, all reasonable care and skill will be used.
39. Please note a combination boiler system is likely to provide a lower hot water supply flow rate than a conventional system. This is exaggerated when two hot supplies are used at the same time. Swale Heating recommends, if you have a shower fitted within the property, your boiler manufacturer to confirm that it will be compatible with a high-pressure system and will not leak. Swale Heating is unable to guarantee the performance of existing shower heads.

40. Any guarantee will be null and void as a result of: any failure to carry out maintenance in accordance with the manufacturer’s instructions, deliberate damage or vandalism and any variation with the mains cold water flow rate at the property.

41. We offer a comprehensive after sales service and comprehensive service contracts to all of our customers at an additional cost (details on request). You will also be notified in writing when your guarantee expires. Please note, your guarantee expires does not take away any rights that you may have in law.

42. We offer maintenance contracts at an additional cost to cover your existing heating system whilst your boiler is under warranty. Further information can be found at www.swaleheating.com boiler cover and service plans.

WHAT IS NOT COVERED

43. Fitted carpets and other floor coverings can be removed and re-laid at the customer’s specific request, but this may be subject to additional charge. Whilst every care will be taken, we cannot guarantee to relay floor coverings as originally fitted. You may require the services of a carpet fitter to re-stretch carpets. This is especially relevant with very heavy foot traffic areas.

44. All efforts will be made to ascertain the compliance and suitability of the electrical installation at the survey stages, however it is not always possible to confirm this during the survey. Any existing electrical issues which are found during the installation process, which may cause our work to become unsafe or non-compliant, will be discussed with the customer at the time with the aim of reaching a resolution. If an existing main bonding is not in place or is not deemed to be suitable, it will be installed as part of our works. We will always assist in rectifying issues with the main earth to the property, but we cannot accept responsibility for old pipes or pipework. The customer should expect to require an amount of redecoration following the installation, which are different to the illustrations on our website will not be of inferior quality to the one which they replace.

YOUR OBLIGATION TO SWALE HEATING

55. If you require work to be carried out outside normal working hours, Swale Heating may charges for any additional costs incurred by us as a result of your Smart Control not being used as specified in the user instruction manual, or any variation with the mains cold water flow rate at the property are classified as domestic. If work at the specified property is classified at a commercial level (total KW output of gas appliances equal to or greater than 70KW), a commercial gas meter is at the property or is required, or if the volume of gas in the meter and pipework exceeds 0.035m3, additional charges will be payable by you.

60. Competent qualified tradesmen using sound materials will carry out all works using reasonable care and skill. All of our operatives will be adequately supervised when required. We will carry out all statutory notifications to local Authority Building Control, Gas Regulation, QOC and NIC/EIC. These documents should be kept in a safe place where they can be readily accessed by the customer.

61. To ensure that we are able to meet the requirements of our customers by providing the shortest possible lead times for installations we do occasionally employ sub-contracted labour. All of our sub-contractors are fully qualified and Gas Safe OFTEC registered, furthermore they have met our own high standards of workmanship and are fully approved by Swale Heating Limited. They are required to carry all necessary workmen’s compensation and liability insurance.

62. Products in the market place change rapidly, therefore illustrations on our website are a guide only and products may vary from the illustrations, which are different to the illustrations on our website will not be of inferior quality to the one which they replace.

YOUR OBLIGATION TO YOU

53. If we are sealing your central heating system, the feed and expansion cistern will be included in the quotation. If you do not wish to have this work carried out, we regret that we cannot guarantee the optimisation of your new boiler and system.

54. If you require work to be carried out outside normal working hours, Swale Heating may charge for any additional costs incurred by us as a result of your mobile device and/or your internet connection nor any variation with the mains cold water flow rate at the property are classified as domestic. If work at the specified property is classified at a commercial level (total KW output of gas appliances equal to or greater than 70KW), a commercial gas meter is at the property or is required, or if the volume of gas in the meter and pipework exceeds 0.035m3, additional charges will be payable by you.
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73. The quotation provided by Swale Heating is based on the existing layout of the property, including the number of radiators and bathrooms. Any changes to the property including extensions may mean that the boiler we have quoted for is undersized. If you’re planning an extension to your property please ensure this is discussed with our representative so that the boiler can be sized appropriately. If you’re utilising our online interactive quotation tool, then you must base your answers on the planned size of the property.

74. Please note, if we are fitting a Condensafe, this is a serviceable item. It will require replacement annually when the boiler service is carried out, and our current annual charge for this is £45.00 inc. VAT (if carried out with an annual boiler service). The Condensafe’s function is to neutralize the mildly acidic water, ‘condense’, produced by the boiler.

75. Our engineers may visit with supervisors, managers or apprentices. They will also take pictures of the installation for our auditing purposes.

LIABILITY

76. Unless due to the negligence of Swale Heating, its sub-contractors or their respective employees, you are responsible for any damage or loss to property that arises from the performance of services at your premises.

77. Swale Heating will make every reasonable effort to start and complete the work as agreed but cannot accept liability for delays beyond our control.

78. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the terms or our negligence, but we are not responsible for any loss or damage that was not foreseeable to both parties at the start of the agreement.

79. We will not be liable to you for any business losses. We are not providing goods and services to you for domestic and private use. If you use any products that we supply to you for any commercial, business or re-sale purpose our total liability to you will be limited to the price paid.

80. We do not exclude or limit in any way our liability for death or personal injury caused by our negligence or any other liability which cannot be excluded or limited under law.

81. We will not be liable to you for any failure to perform, or delay in performance of, any of our obligations under these terms that is caused by an event outside our control.

COMPLAINTS

82. We have a complaint resolution policy which can be found at www.swaleheating.com/contacts. Please contact Swale Heating initially to register any complaint.

83. It is our responsibility to supply you with goods that meet your consumer rights. If you have any concerns that we have not met our legal obligations, please contact us.

84. In the unlikely event of an issue with our work, the customer undertakes to allow us access to the property to rectify the problem.

85. If any of the terms used in these terms require additional clarification please contact our Sales Department on 0800 731 33 44 or visit www.swaleheating.com/glossary.

OTHER IMPORTANT TERMS

86. We may transfer our rights and obligations under these terms to another organisation, and you will be under an obligation to pay for the reasonable costs incurred by us in performing those services and we may deduct this from any refund that you are owed or, if your refund has already been processed, charge you for such costs; and

87. You may transfer your obligations under these terms to another person if we agree in writing.

88. The contract is between you and us. No other person shall have any rights to enforce any of its terms.

89. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

90. If we fail to insist that you perform any of your obligations under these terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

91. These terms are governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

OUR CANCELLATION RIGHTS

92. You may have to cancel a contract due to events outside of our control or the unavailability of stock. If this happens we will promptly contact you to let you know.

YOUR CANCELLATION RIGHTS

94. Subject to the remaining paragraphs of this section, you can cancel the contract between you and us up to 14 days after goods are delivered to you without giving any reason. This is called your ‘cooling off period’.

95. You are not entitled to cancel or obtain a refund (i) in respect of goods that have been made to your specification or are clearly personalised or (ii) where urgent repair or maintenance is carried out.

96. If you cancel your agreement within the cooling off period then, subject to paragraph 98, we will refund to you all payments that we have received from you, other than non-standard delivery charges, within 14 days of receiving your cancellation notice.

97. If you have expressly opted to start the work within the cooling off period (by signing the express request for installation box in the quotation) and then choose to cancel after our services have started and before the cooling off period ends:

a. you will be under an obligation to pay for the reasonable costs incurred by us in performing those services and we may deduct this from any refund that you are owed or, if your refund has already been processed, charge you for such costs; and

b. we will also be entitled to deduct from your refund or charge you (if your refund has already been processed) the amount by which the value of any installed goods has been diminished as a result of customer handling beyond what is necessary to establish the goods’ nature, characteristics and functioning, up to 100% of the contract price. Please note that a boiler’s value is likely to be significantly diminished if it has been used.

98. If you have expressly opted to start the work within the cooling off period (by signing the quotation or by submitting an order online) you will lose your right to cancel within the cooling off period if the service is performed in its entirety.

99. If you cancel this agreement within the cooling off period, we will collect the goods from you within 14 days of receiving your cancellation notice (on a date agreed between us) and you agree to pay our reasonable and direct costs and expenses incurred in their collection (including the cost of uninstalling goods if you have asked us to do this).

HOW TO CANCEL

100. If you wish to cancel your agreement within your cooling off period, you can do so by completing the form (you do not have to) at the bottom of this page, or alternatively by calling us on 0800 731 33 44 or email us at sales@swaleheating.com.

Cancellation Form

If you wish to cancel your agreement with Swale Heating, during your cooling off period, please complete, detach and return this form to the address below, email us at sales@swaleheating.com or alternatively call us on 0800 731 33 44.

To: Sales Department Swale Heating Limited
Eurolink Industrial Estate
Heard Way
 Sittingbourne
Kent
ME10 3SA

I/We hereby give notice that I/We wish to cancel my/our central heating agreement.

Quote Number:

Name:

Address:

Postcode:

Signature:

Date: