



## Terms and conditions for Online proposals

1. Our price includes all labour and materials required to complete the work as described in our proposal, except if major issues are encountered that could not have been foreseen
2. We do not ask for a deposit or any up-front payment. However, we kindly request our invoice is settled on presentation. We will submit an invoice upon completion of the work, and we request payment by electronic bank transfer
3. VAT will be charged at the rate prevailing at the time of invoicing
4. This proposal is valid for 30 days
5. Errors and omissions excepted
6. For the sake of this document Orange Glow Energy will be referred to as the company and the client, the customer.
7. During the questionnaire there is an opportunity for the customer to send photos to the Company. By viewing the photos in advance the Company can discuss any technical aspects of the installation prior to the engineer attending; this makes the installation process run as smoothly as possible ensuring the right boiler and materials are selected and delivered to enable a suitable installation. The customer agrees that any photos supplied are true and accurate images of what the engineer will see at the installation site.

If, upon physical inspection of the site, it is determined that equipment ordered is unsuitable or technically not possible to install as ordered, then the Company will inform the customer of why the installation cannot go ahead as ordered and discuss alternative options including any delay to installation that may be incurred. If the customer declines the alternatives offered, or if no alternatives can be offered, the Company will remove any materials that may have already been delivered to site.

In exceptional cases where the Company determines an installation cannot take place, the Company reserves the right to decline any order at any time. Should the Company decline an order, no damages or expenses of any kind shall be payable by the Company to the customer beyond the refund of any money already paid in relation to the work.

8. If, upon physical inspection of the site, it is determined that more equipment or a significant amount of extra work is required, then the Company will inform the customer of any increase in costs prior to these costs being incurred. The customer will also be informed of any delay to installation that may be incurred. If the customer declines any extra equipment or work required to facilitate the installation work they are entitled to a full refund.
9. The Company reserves the right to decline any order at any time up until completion. Should the Company decline an order, no damages or expenses of any kind whatsoever shall be payable by the Company to the customer beyond the refund of any money already paid in relation to the work.





10. Any changes in materials and/or specifications from those detailed in the contract, will only apply when supported by an Additional works document issued by the Company, which must be approved by the customer (this approval may be carried out either by physical documentation or by email).
11. Whilst every effort is made to ensure the delivery and installation timescales agreed during the ordering process are met, the Company reserves the right to delay installation for reasons including (for example) fires, strikes, illness, severe weather, lockouts, terrorism, war and any other causes beyond the control of the Company interfering with its execution or completion of the contract. Time shall not be deemed to be the essence of the Contract.
12. If the flue length required to install a boiler is longer than specified in the completed form, the Company reserve the option to pass on to the customer costs associated with extra flue parts required. This will be clearly discussed prior to any installation commencing.
13. The customer will need to provide free access to and from the installation property on the agreed dates so that we can deliver and install equipment. You must also provide free access to water, gas and electricity (where applicable) for installing and testing your new equipment.
14. It is the responsibility of the customer to ensure there is adequate vehicle parking for the engineer to park their van within 25 meters of the entrance to the property. Any charges for parking are to be paid by the customer. If a permit for parking is required, it is the responsibility of the customer to organise the permit or notify the Company of the restriction at least two working days before the engineer/delivery is due to arrive (or at the time of ordering, whichever is sooner).
15. During the fulfilment of this contract, the customer agrees to provide a safe and respectful workplace for any persons attending the installation address. Persons attending a property to carry out work connected with this contract will leave the property if rude, abusive or unsafe conditions are encountered. If this happens, it will be at the sole discretion of the Company if a reattendance is arranged and what the charge for such a reattendance will be. In any event, no refund will be due from the Company to the customer if the site is vacated for reasons of safety, abuse or general rudeness.
16. Prior to any attendance by the Company, it is the customer's responsibility to secure any permissions, licences or permits that may be required to authorise the work. Examples of such permit could be a listed building consent, landlord consent or freeholder agreement.
17. Existing pipework, valves, radiators, and other equipment should all be in working order. If they have been poorly installed or have become faulty any such failure or consequential damage is in no way the responsibility of the company (irrespective of if an engineer working on behalf of the Company has touched them or not).
18. The Company will always try to complete work before 6pm on the day of installation but may on occasion need to use a reasonable amount of overtime to achieve completion. It is a condition of this contract that your approval to such overtime is granted, although we will endeavour to minimise any disruption or inconvenience.
19. Due to the Company's policy of continuous improvement, the customer shall have the benefit of any modification the Company may make to its products and procedures, albeit these changes may be made without prior notice to the customer. All illustrations within the company's website (and any advertising, marketing material or literature) and that of its suppliers are subsequently intended as a guide only.



20. Whilst all reasonable care will be taken by the Company, it accepts no liability for any damage to existing plaster work, decorations, flooring etc which may be consequent upon the carrying out of the work detailed. Cuts or holes made to allow for equipment will normally be made good but not permanently finished or re-decorated. Floor boards will be reinstated or replaced where necessary but special and/or laminated floors cannot be permanently re-fixed. Any carpets which are lifted will be re-laid to the best of our operative's ability, however, we cannot be held responsible for carpets which have been nailed or glued down. It should be anticipated that an amount of redecoration may be required, this will be the customer's responsibility and is not included in the price.
21. The customer understands that during/after any plumbing work carried out by the Company there could be changes in the water pressure in existing plumbing. Whilst the Company will exercise reasonable care in visually assessing the suitability of existing systems/pipework for any likely changes in pressure, the Company will not be liable for any damage caused to existing plumbing installations or any consequential damage caused by the failure or incompatibility of existing pipework, taps, valves, showers, other fittings or any appliances.
22. You should be aware that due to the wide variety of showers available in the market place it is not possible for the Company to determine if a shower and your boiler will be compatible. The Company will not be liable if your existing shower/boiler is not compatible for any reason with a new shower/boiler.
23. Whilst engineers working on behalf of the Company will take reasonable care not to damage wiring, plumbing and other services at your property, the Company cannot be held responsible for any consequential damage caused to existing services/installations that are not clearly visible.
24. The Company will not be liable for any damage to your home which is caused as a direct result of structural defects or weaknesses at the installation address whether they are visible or not. If you are unsure of the structural integrity of your building you should engage an appropriately qualified structural surveyor prior to any attendance the Company may arrange in connection with the contract.
25. Products and building materials can vary in colour, texture and general appearance. The Company accepts no liability for any materials used during the installation process having variations in colour, texture and general appearance. When matching materials (such as bricks and tiles) to existing materials which are part of the house, a close match is often not possible due to older products becoming obsolete and the effects of weathering over time. In summary, the Company accepts no liability for any materials introduced to the property matching any existing materials and explicitly states variations in colour, texture and general appearance are likely and will be accepted by the customer. The customer agrees to make available their own materials, at their expense, at the time of the work taking place if they would like a specific material (such as a matching brick) to be used.
26. Where a boiler is to be fitted in a loft space, access to the loft must be via a fixed loft ladder. From the top of the fixed ladder the loft must have a suitably boarded walkway to the boiler location. At the boiler location, at least 1 m<sup>2</sup> of suitable boarding must be in place under the boiler. Permanent lighting should also be present. If the boiler is within 2 meters of the loft hatch, the hatch will need to be able to be sealed off whilst an engineer works in the loft.
27. The engineer will take pictures of your installed equipment and relevant infrastructure for the Company's auditing process and for our own records. The engineer may also attend with other people including managers, supervisors, trainees, or



- apprentices. From time to time the Company may use pictures of installed equipment for marketing purposes.
28. During installation, our health and safety plan requires the engineer to have access to working communication devices. If for any reason the engineer is unable to get mobile phone reception, the house holder agrees to make available to the engineer access to their telephone and internet connection for no charge.
  29. Upon completion of all physical works at the property, the customer (or their representative) may inspect the work before the engineer departs. Once the Company's appointed engineer is satisfied that the work is complete and the customer (or their representative) has been given the opportunity to inspect, then all works required to fulfil the contract are deemed to have been completed.
  30. Sometimes things do not go to plan with the installation of new equipment. The customer agrees to give the Company and its engineers reasonable opportunities to put things right by providing access to the installation address and time to remedy any faults or problems. In addition to this, the customer undertakes to minimise or avoid any losses it may suffer because of the actions (or non-actions) of the Company or the appointed engineer.
  31. New equipment can sometimes not function correctly once first installed (for example a part may have become dislodged internally during transit). The Company works proactively with both customers and product manufacturers/suppliers in such circumstances to rectify the issue as quickly as possible. Sometimes faulty equipment needs refitting which can cause significant delays and inconvenience; the Company will do all that it reasonably can to minimise disruption to the household.
  32. The Company are not liable for any loss of profit, loss of business, business interruption or business opportunity under any circumstances.
  33. Most items of significant value supplied by the Company are supported with a manufacturer backed parts and labour warranty providing they have been inspected and maintained annually. For example, a gas boiler will need to be serviced annually by a Gas Safe Registered engineer. The cost of servicing and inspecting after installation is not included in the price of this contract unless explicitly ordered during the purchase process. The customer must organise and retain service records for their equipment which must be produced to the Company or manufacturer upon request if making a claim under the warranty. After the installation, the company will ordinarily register your equipment warranty with the manufacturer and may email you the relevant details. For the avoidance of doubt, the warranty is provided by the manufacturer of the equipment supplied and not by the Company.
  34. Auxiliary equipment supplied (for example radiators and thermostats) typically benefit from a 2-year parts and labour warranty. Other equipment and components (such as water softeners) have different warranties, these will vary depending upon the manufacturer. The Company will provide details of any such warranties upon request.
  35. Any workmanship will be done with reasonable skill and care by a suitably qualified person. The installation of pipework, joints and hand applied seals benefit from a 1-year warranty to include all parts and labour.
  36. Any guarantee shall be null and void if payments are not made on the due dates and the above conditions are not adhered to. Furthermore, neither the Company nor the manufacturer of any parts or equipment will be liable to you, whether under this contract or otherwise (and whether to carry out any warranty repairs or otherwise) where any failure, fault or problem arises as a result of;



- a. Any failure of the customer or third parties in the care, operation, inspection, servicing, or maintenance of any of the equipment which is not done strictly in accordance with the manufacturer's instructions. The customer is responsible for maintaining full and accurate service records for all equipment, without such records any warranty will be void.
  - b. Any deliberate damage or vandalism.
  - c. Damage caused by circumstances outside the control of the Company or the equipment manufacturer.
  - d. A variation in a flow rate of water to any installed equipment.
37. The warranty set out above applies specifically to the equipment installed as part of this contract. Any existing timers, controls, radiators, towel rails, pipework, drains, other equipment or other devices are completely excluded from any warranty offered.
38. When the Company re-attend at the customer's request but no fault is found, or the issue relates to something the Company are not responsible for, then the Company reserve the right to make a reasonable charge to cover costs for such an attendance.