

TERMS AND CONDITIONS

Trust Electric Heating

These terms and conditions relate to you buying Trust Electric Heating's products. They do not apply to products you bought or are buying through third parties or grant scheme.

Pay particular attention to clause 8, which sets out your legal rights.

1. Services and Background

The Seller shall sell, and the Customer shall purchase the Goods which shall be installed by the Seller in accordance with any Order completed by the Customer which is accepted by the Seller. These Terms and Conditions shall govern the Contract to the exclusion of any other terms and conditions subject to which any such order is made or reported to be made by the Customer.

2. Parties to the agreement

These terms and conditions form part of a legal agreement (the agreement) between:

- (a) us, Trust Electric Heating Limited of Unit 12, Elmfield Business Park, Lotherton Way, Leeds LS25 2JY. (company number 09019006)
- (b) and you, the person named as the customer in the estimate / Invoice.

This document sets out the terms and conditions that apply to the agreement for you buying your heating and us installing it. It explains what you can expect from us. It also explains your responsibilities.

The agreement between you and us is made up of:

- these terms and conditions
- our written or typed estimate
- your 50% deposit.

c. Before you accept your estimate and pay your deposit, read these terms and conditions carefully and make sure that the details on your estimate are complete and accurate.

d. If you think there is a mistake on your order or want to make any changes, phone us on

0800 5999 109, email us at info@trustelectricheating.co.uk, or write to us at:

Trust Electric Heating Limited of Unit 12,

Elmfield Business Park

Lotherton Way,

Leeds

LS25 2JY

We will confirm any changes by letter or email to avoid any confusion.

e. If we have to contact you, we will do so using the phone number, address or email address you gave in your order.

f. These terms and conditions will become binding on you and us when:

- we send you an acknowledgement of order to confirm that we have accepted your order; or
- we have carried out a survey of your property and are satisfied that it is suitable for our heating system; whichever is later.
 - If your property is not suitable for the heating you want to buy, we will only accept your order without the 100-day warmth guarantee.

g. If we need to do any extra work at your property in order for us to start or finish installing the heating, we can increase the price we quoted to cover the cost of that work with your consent.

3. Definitions and Interpretation

3.1 In these Terms and Conditions the following terms shall have the following meanings: “Calendar Day” means any day of the year;

“Cancellation Form” means the form attached to these Terms and Conditions as Schedule 1;

“Cancellation Notice” means the notice attached to these Terms and Conditions as Schedule 1 or such other written document containing the same information, produced by the Customer.

“Contract” means the contract for the purchase and sale of the Goods and Services under these Terms and Conditions;

“Customer” means the individual or individuals purchasing the Goods and Services from the Seller who shall be identified in the Order;

“Goods” means the goods which the Seller is to supply in accordance with these Terms and Conditions which shall be installed as part of the Services.

“Order” means the customer’s completed order for the purchase and provision of Goods and Services;

“Payment Information” means all information required to take the required payments from the Customer and includes, but is not limited to, credit/debit card details and residential address details;

“Seller” means Trust Electric Heating Ltd, T/A Trust Electric Heating (hereafter Trust).

“Services” means the services which the Seller is to provide in accordance with these Terms and Conditions, any specific terms which apply only to those services, and as specified in the Order, which shall involve the installation of the Goods purchased by the Customer.

4 Basis of Sale

4.1 Sales Literature issued by the Seller in relation to the Goods and Services is subject to alteration without notice.

4.2 Prices could change from your original estimate; therefore, the new prices will come into play.

4.3 The pictures on our website and in our brochures are for guidance only.

5 Orders and Specifications

5.1 The Seller shall use its best and reasonable endeavours to meet the Customer's Order for Goods in full in a single delivery.

5.2 The seller will give an installation date and if this date is refused by the customer, they will have to take the next available installation date that fits in with the company's schedule.

6. Payment

6.1 All payments made to the Seller must be made in Pounds Sterling, subject to any written agreement to the contrary and all balances to be settled in full on delivery and/or installation.

6.2 Paying by electronic bank transfer - account details are:

Bank: NatWest;

Company: Trust Electric Heating Ltd;

Account No48132691

Sort Code: 56-00-70

6.3 50% deposit is to be made on the placing of the order before the company will start the build of the order.

6.4 The full balance is required to be paid on the day of installation either with the installation team, by bank transfer or by ringing the office 0800 5999109 to make a payment by card.

6.5 Only upon receipt of the final payment will the products be covered by the guarantee.

6.6 Late payment. If the customer does not pay on time, the company will charge interest (at the bank of England base rate at the time plus 2.5%) on the amount you owe (including VAT) from the date the payment was due until we receive it.

6.7 If you think your invoice is incorrect, contact us as soon as possible let us know and we will not charge you interest until we have settled the matter.

7. Delivery and Installation

7.1 The cost of delivery shall not be deducted from any refund issued where a failure to deliver was the fault of the Seller.

7.2 The Seller will use reasonable care and skill to perform the Services identified in the Order.

7.3 The Seller shall use all reasonable endeavours to complete its obligations under the Order and the contract will be completed within a reasonable time.

7.4 Prior to delivery / installation of the radiator(s), it will be the customers responsibly to ensure that any existing heaters that have been agreed to be removed, have had sufficient time to completely cool down in the interest of safety.

7.4.1 If it is deemed by the installation team that the existing heaters are unsafe to be removed, then the installation will be cancelled and re-booked. The customer will then be liable to pay a re-booking fee of £180 inclusive of VAT.

7.5 Trust is NOT responsible for any additional wiring, disposal of old heating systems or non-standard installation of any kind that may be requested by the customer unless previously quoted for and agreed in writing.

7.6 Electrical work. Our quotation assumes that the electrical wiring in your property meets the current regulations. If the electrical consumer board needs to be updated to conform with current regulations the charge of this will fall to the customer.

7.6.1 All electrical work shall be subject to survey by the electrician at the point of installation. Any unforeseen work may be chargeable to the customer once agreed.

7.7 Asbestos. The removal of old night storage heaters can sometimes contain asbestos. This would prevent us removing the old system safely. We will provide a quote for the customer from a specialist and if appropriate, they will remove the asbestos storage heaters. You can decide whether you want the contractor to do the work. The costing will be added to the bill or an arrangement for the customer to pay the contractor. This will be confirmed by email or writing.

8. Title to the Goods

8.1 Title to the Goods shall remain vested in Trust and shall not pass to the Customer until the purchase price for the Goods has been paid in full.

8.1.1 Until title to the Goods passes to the customer Trust shall have authority to sell or otherwise deal with and/or dispose of all or any part of the Goods.

8.1.2 Trust shall store or mark the Goods in a manner reasonably satisfactory to the Customer indicating that the title to the Goods remains vested in Trust.

8.1.2 Trust will not go back to the customers property to fix, repair, or change a heater without the balance being paid in full. Please refer to clause 6.5.

8.2 Irrespective of whether title to the Goods remains vested in Trust Electric Heating, risk in the Goods shall pass to the Customer upon delivery/installation.

9. Limitations of Goods

9.1 All radiators supplied have a limitation of use. That is, all radiators are supplied to heat a specific size of room. Factors considered are; room size (cubic capacity), anticipated heat loss and gain, windows, doors, building construction and building type and the anticipated of egress/ingress., Therefore breach of these limitations will result in the guarantee being invalid.

9.2 All radiators supplied come with a 25 year manufactures guarantee. This guarantee period will start from the date we finish installing and upon full payment.

9.2.1 If after a year of having the product (from the first date of installation) and there are issues with the heaters we will arrange to visit your property. There will be no cost for the replacement parts however the customer will be liable for a call out charge between £60 and £160 inclusive of VAT, dependent on the distance from trust Electric Head office in Leeds.

9.3 The ProtaStat thermostat, shall have a 5-year guarantee from the date of installation. The guarantee will be with Trust Electric Heating.

Any 3rd party thermostat will have its own guarantee that will presented at the point of sale and installation.

Repair costs shall be as follows;

I. If the thermostat needs replacing within the relevant guarantee period, there will be no cost for the replacement parts however the customer shall be liable for a callout charge between £60 and

£160, inclusive of VAT, dependent on the distance from the Trust Electric Heating's head office in Leeds.

II. If the thermostat needs replacing outside of the relevant guarantee period, there will be a cost of a new thermostat price on application : However, the customer shall be liable for a callout charge between £60 and £160, inclusive of VAT, dependent on the distance from the Trust Electric Heating's head office.

III. However, if a customer requests a callout in the first year and it is deemed by the engineer that neither the installation of the radiator or the radiator is at fault, then the customer shall be liable for a callout charge of between £60 and £160, inclusive of VAT, plus materials dependent on the distance from the Trust Electric Heating head office.

10 100-Day Warmth Guarantee

To activate this guarantee please make sure it is included on your estimate & invoice that you have accepted, or it will not be applicable.

10. 1 Trust Electric Heating's 100-day warmth guarantee shall cover a period of 100 inclusive days from the date of installation and the final balance being paid in full. This will allow the customer 100 days to use the radiator(s) and, if during this period the radiator(s) fail to maintain a temperature of 20 degrees centigrade, then Trust shall remove their radiator(s) and reimburse the customer the total amount paid for the radiator(s). However, prior to the reimbursement Trust shall always be given the opportunity to replace/upgrade or repair the radiator(s) free of charge, in order to meet the aforementioned standard.

10.1.1 The seller will not be able to return/reinstate the customers old heating system.

10. 2 This 100-day guarantee does not apply for the following reasons:

10.2.1 The customer does not order and have installed radiator sizes as per Trust engineers measured recommendations.

10.2.2 This 100-day guarantee is invalid if the customer has changed or altered any part of their property. If the customer has draughts that are coming from windows due to limited installation.

10.2.3 This 100-day warmth guarantee is not valid if the customer is using a heater to warm up multiple rooms even if the heater has been over specified for a space. For example, if the customer is leaving a door open into the lounge to dining room or lounge to hallway and the space required 3 heaters and only 2 have been bought. This is the responsibility of the customer to ensure that they are covered before paying their deposit and so that the 100-day warmth guarantee can be activated on their invoice/order.

10.2.4 The 100-day warmth guarantee will not be activated if the ceiling heights are over the standard ceiling 2.4 metres unless pre-agreed by head office in writing.

10.2.5 The 100-day warmth trial will not be activated if there is an open stairway or vaulted ceiling in a room unless pre-agreed by head office in writing.

10.2.6 The 100-day warmth guarantee will not be activated for a specific room if there is an open chimney.

11 Service Warranty

11.1 To give our customers a peace of mind, we offer a service warranty from the date of purchase. If this is included on the customer account, no call out charges will be paid as outlined in limitation of goods clause 9 as they will be included in the Service warranty.

11.2 At the time of order you should indicate whether you want to include the service warranty.

11.3 The service warranty includes a yearly service for up to 25 years for all radiators.

11.4 A refresh of the casing of one radiator each year and a reduction on price of a full refresh for all heaters in a single year.

12. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and Consumer Rights Act 2015

12.1 Notice of the Right to Cancel

12.2 Under the above regulations the right to cancel does not apply with regards to the supply of goods that are made to the consumer's specification or are clearly personalised. Trust's radiators are made to a specification provided by the customer, that are not standard options, and are considered to be clearly personalised.

12.2.2 You are not entitled to a full refund if you cancel your order within++ 14 days of placing it (the cooling -off period specified in the Consumer Contracts, information cancellation and additional charges regulations 2013).

12.3 Due to the bespoke nature of the product, normal delivery time is in excess of 30 days.

12.4 Where we cannot resolve any complaints using our own complaints procedure, as a Which? Trusted Trader we use Dispute Resolution Ombudsman Services Ltd for dispute resolution. In the unlikely event of a complaint arising and you wish to refer the complaint to them please contact Which? Trusted Traders in the first instance on 0117 981 292.

13. Notices

13.1 All notices under these Terms and Conditions shall be in writing.

14. Force Majeure

13.1 Neither the Seller nor the Customer shall be liable for any failure or delay in performing their obligations under the Contract or arising out of these Terms and Conditions 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.

15. Law and Jurisdiction

15.1 This Agreement shall be governed by the laws of England and Wales.

15.2 Any dispute between the Parties relating to this Agreement shall fall within the jurisdiction of the courts of England and Wales.

16 General

16. 1 We may transfer our rights and responsibilities under the agreement to another person or organisation. We will always tell you in writing if we are doing this, and we will make sure that the transfer will not affect your rights under the agreement.

16. 2 You need our permission to transfer your rights to someone else. No other person will have any rights to enforce any of these terms and conditions, except where you have transferred your rights and obligations with our permission and have this in writing.

16. 3 The heaters will not be under guarantee if they are removed without our permission or moved to another property.

17 Governing law and disputes

These terms and conditions are governed by the laws of England and Wales, and any dispute arising out of or in relation to the agreement between you and us may be brought to an English or Welsh court. If you live in Scotland, you may bring legal proceedings in the Scottish courts if you prefer to do so.

18 Data Protection

We will use your personal information in line with the General Data Protection Regulation (or any replacement law). We will use the information you give us to:

- Supply the products to you.
- Process your payment for the products.
- Give you information about updates or similar products that we provide.
- Passing your number / address onto a 3rd party contractor which has been agreed for the installation process.
- You can stop receiving this information at any time by contacting us.
- We will only give your personal information to other people and organisations if the law allows us to do so.

19 Complaints Procedure

19. 1 We are committed to providing a high standard of service. If you ever feel that you need to make a complaint, you can do so by phoning the customer service staff at our head office, or by writing to the address given in clause 2. If you are not satisfied with how we have handled your complaint, write to the Operations Director at Trust Electric Heating Limited, Unit 12, Elmfield Business Park, Lotherton Way, Garforth, Leeds LS25 2JY.

19. 2 If after the following, the procedure set out in clause 19.1 above, we still cannot settle your complaint with you, you should write to Trading Standards, giving as much information about your case as possible.