

TERMS AND CONDITIONS OF SALE OF GOODS & INSTALLATION – TRUST Electric Heating Limited.

SERVICES 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 purported to be made by the Customer.

1. Definitions and Interpretation

1.1 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.

2. Basis of Sale

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

3. Orders and Specifications

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

4. Payment

4.1 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.

4.2 Paying by electronic bank transfer - account details are:

Bank: **NatWest**; Company: **Trust Electric Heating Ltd**; Account No: **42068770**; Sort Code: **560070**.

5. Delivery

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

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

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

5.4 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. If it is deemed by the installation team that the 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. 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.

5.5 Customers are required to accept delivery within 14 days after being advised that the order is ready for Installation. If requested by the customer they can pay in full at this time and TRUST will store the order for a further 14 days Free of Charge. After this period customers will be charged £20.00 per day for storage.

6. Title to the Goods

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.

6.1.1 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.

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

6.2 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.

7. Limitations of Goods

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 in valid.

7.2 All radiators supplied come with a 25 year manufactures guarantee that is defined in the manufactures own guarantee document.

7.3The radiators thermostat, RF switch and hub (if fitted) shall have a 5 year guarantee from the date of installation. Repair / replacement costs shall be as follows;

If the thermostat needs replacing within the 5 year guarantee period, there will be no cost for the replacement parts however the customer shall be liable for a callout charge between £60 and £120, inclusive of VAT, dependent on the distance from the Trust Electric Heating's head office in Leeds,

If the thermostat needs replacing outside of the 5 year guarantee period, there will be a cost of between £60 and £120, inclusive of VAT, for the replacement thermostat and the customer shall be liable for a callout charge between £60 and £120, inclusive of VAT, dependent on the distance from the Trust Electric Heating's head office.

However, if a customer requests a callout and it is deemed by the engineer that neither the installation or the radiator is at fault, then the customer shall be liable for a callout charge of between £60 and £120, inclusive of VAT, plus materials dependent on the distance from the Trust Electric Heating head office.

7.4 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 operate correctly or fail to maintain a temperature of 22 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 temperature. Unfortunately, the seller will not be able to return/reinstate the customers old heating system

This 100 day guarantee is invalid if the customer does not order and have installed radiator sizes as per Trust engineers measured recommendations.

7.5 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.

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

8.1 Notice of the Right to Cancel

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.

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

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.

9. Notices

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

10. Force Majeure

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.

11. Law and Jurisdiction

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

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