

# Terms And Conditions

Please read all these terms and conditions.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with.

If you are not sure about anything, please contact us via telephone on 0345 862 8699

## Application

1. These Terms and Conditions will apply to the purchase of the goods by you (the Customer or you) We are Electric Heating Systems a company registered in England and Wales under number 13267841 whose registered office is at 19c Elm Rd, North Shields, NE29 8SE with email address info@ehs-heating.com; telephone number 0345 862 8699 (the Supplier or us or we).

2. These are the Terms on which we sell all Goods to you. By ordering any of the Goods, you agree to be bound by these Terms and Conditions.

## Interpretation

3. Consumer means an individual acting for purposes which are wholly or mainly outside their trade, business, craft or profession;

4. Contract means the legally-binding agreement between you and us for the sale and purchase of the Goods;

5. Delivery Location means the Supplier's premises or other location where the Goods are to be supplied, as set out in the Order;

6. Goods means any goods that we supply to you, of the number and description as set out in the Order;

7. Order means the Customer's order for the Goods from the Supplier as set out in the Customer's order or in the Customer's written acceptance of the Supplier's quotation. Goods 8. The description of the Goods is as set out in our website, catalogues, brochures or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in colour or size.

9. In the case of Goods made to your special requirements, it is your responsibility to ensure that any information you provide is accurate.

## Basis of Sale

10. The description of the Goods in our website, catalogues, brochures, or other form of advertisement does not constitute a contractual offer to sell the Goods.

11. When an Order has been made, we can reject it for any reason, although we will try to tell you the reason without delay.

12. A Contract will be formed for the Goods ordered, only upon the Supplier sending an email to the Customer saying that the Order has been accepted or if earlier, the Supplier's delivery of the Goods to the Customer.

15. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer where we, the Supplier and you the Customer, enter the Contract at any of the Supplier's business premises, and where the Contract is not a contract (i) for which an offer was made by the Customer in the Supplier's and the Customer's simultaneous physical presence away from those premises, or (ii) made immediately after the Customer was personally and individually addressed in the Supplier's and the Customer's simultaneous physical presence away from those premises. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate to you and which might, in some way, be better for you, eg by giving cancellation rights pursuant to consumer protection law. Business premises means immovable retail premises where we carry on business on a permanent basis or, in the case of movable retail premises, on a usual basis.

## **Price and Payment**

16. The price of the Goods and any additional delivery or other charges for the Goods, and the total price of them and the charges, is that set out in our price list current at the date we accepted the Order or such other price as we may agree in writing.

17. Prices and charges include VAT at the rate applicable at the time of the Order.

18. Payment for Goods must be made at least 2 days in advance of delivery. You must pay in cash or by submitting your credit or debit card details with your Order and we can take payment immediately or otherwise before delivery of the Goods.

## **Warranty and Liabilities**

19. The installer must be suitably qualified to install products and all Commissioning Sheets & Annual Servicing Sheets require to be made available to us when requested.

20. The product must be installed as per the installation instructions.

21. The Warranty must be registered with EHS by either the Installer or the Householder, within 30 days of the Boiler being installed. Failure to do so will reset the Warranty Period to 1 Years for Parts and Labour only.

22. For products registered within the stated time frame, the 5 Year Warranty will comprise of 2 Years Parts and Labour with a further 3 years Parts only.

23. To comply with our Warranty Terms the product must be serviced each year as outlined in the product installation manual. The service must be carried out by a suitably qualified engineer and a record of that service kept by the owner. The service can be within a 30 day period of the anniversary of the last service, without invalidating the Warranty.

24. If the service is not carried out in accordance with the guidelines within the product installation manual, the Warranty cover will become void.

25. During the Warranty period, we will replace parts which were faulty from the date of purchase, at our discretion free of charge. Reasonable Labour costs will only be paid where the value has been pre-agreed and authorised by EHS prior to the repair.

26. This Warranty is limited to the purchased product only and does not include any connected products or systems.

27. If the product breaks down or is showing a fault and requires an engineer to visit, we may ask you to pay a deposit prior to the repair visit. We will return the deposit in full if we find a fault that is covered by the Warranty. We may keep the deposit if we cannot access your property at the agreed visit time or conditions mentioned in this Warranty have not been met. A responsible adult must be at the property to provide access to the Engineer.

28. Any repair carried out under the terms of this Warranty does not extend the Warranty beyond its original period.

29. The Warranty only applies to products bought and used in the United Kingdom.

30. For products installed in the Channel Islands and Isle of Man the only a 2 Year Parts & Labour Warranty is applicable.

31. Engineers will not carry out repairs if they think accessing the product would be a risk to Health and Safety. We will not be liable for any costs if there is a health and safety issue

32. There must be sufficient room for the Engineer to work (the minimum area is set out in the installation instructions). We will not accept responsibility for removing cupboards, kitchen units, trims etc to gain access for repairs.

33. This Warranty does not in any way affect your Statutory or Legal Rights.

34. A central heating inhibitor (Ferrox or equivalent) is required to be added to the system during installation and thereafter at regular intervals using the correct dosage.

35. A magnetic filter requires to be installed on the return of every Boiler. This must be cleaned at every yearly service.

36. Existing systems require to be pressure flushed correctly and final TDS reading recorded on the commissioning paperwork.

37. This Warranty does not cover the following:

- Parts which fail due to system debris, contamination and/or water quality issues,
- Boilers installed within mobile leisure accommodation. e.g. Boats, Mobile Caravans.
- Any extra costs incurred whilst undertaking a repair due to incorrect installation
- Products that have been moved from their original place of installation.
- Costs of each annual service, including consumable parts such as seals and chemical treatments (inhibitor etc.)
- Any repair that is needed because of anything other than a fault to the Boiler or failure of the Boiler itself.
- Any 3rd party damage, whether accidental, negligent, malicious, or otherwise.
- Theft or attempted theft.
- Any fault or failure in the heating system to which the Boiler is connected.
- Any other costs or expenses caused by or arising as a result of a repair.
- Any damage caused by hard water scale deposits or sludge resulting from corrosion.
- Any problems caused by inadequate supply of services such as electricity or water to the property including loss of power.
- Boilers where :
- EHS Genuine Parts have not been used in any service or repair or
- They have not been Installed and set up strictly in line with the installation instructions supplied with them (including the requirement to clean the system and add corrosion inhibitor in line with BS7593:1992); or
- They have not been maintained strictly in line with the maintenance instructions supplied with them.

## **Delivery**

38. We will deliver the Goods to the Delivery Location by the time or within the period agreed, or failing any agreement, without undue delay and, in any event, not more than 30 days after the day on which the Contract is entered into.

39. In any case, regardless of events beyond our control, if we do not deliver the Goods within the time agreed, you can (in addition to any other remedies) treat the Contract at an end if:

a) we have refused to deliver the Goods, or if delivery on time is essential taking into account all the relevant circumstances at the time the Contract was made, or if you told us before the Contract was made that delivery on time was essential

b) or after we have failed to deliver on time, you have specified a later period which is appropriate to the circumstances, and we have not delivered within that period.

40. If you treat the Contract at an end, we will (in addition to other remedies) promptly return all payments made under the Contract.

41. If you were entitled to treat the Contract at an end, but do not do so, you are not prevented from cancelling the Order for any Goods or rejecting Goods that have been delivered and, if you do this, we will (in addition to other remedies) without delay return all payments made under the Contract for any such cancelled or rejected Goods. If the Goods have been delivered, you must return them or allow us to collect them from you and we will pay the costs of this.

42. If any Goods form a commercial unit (a unit is a commercial unit if division of the unit would materially impair the value of the goods or the character of the unit) you cannot cancel or reject the Order for some of those Goods without also cancelling or rejecting the Order for the rest of them.

43. We do not generally deliver to addresses outside England and Wales, Scotland, Northern Ireland, the Isle of Man and Channels Islands. If, however, we accept an Order for delivery outside that area, you may need to pay import duties or other taxes, as we will not pay them.

44. You agree we may deliver the Goods in instalments if we suffer a shortage of stock or other genuine and fair reason, subject to the above provisions and provided you are not liable for extra charges.

45. If you or your nominee fail, through no fault of ours, to take delivery of the Goods at the Delivery Location, we may charge the reasonable costs of storing and redelivering them.

46. The Goods will become your responsibility from the completion of delivery or Customer collection. You must, if reasonably practicable, examine the Goods before accepting them.

## **Risk and Title**

47. Risk of damage to, or loss of, the Goods will pass to you when the Goods are delivered to you.

48. You do not own the Goods until we have received payment in full. If full payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel any delivery and end any right to use the Goods still owned by you, in which case you must return them or allow us to collect them.

## **Withdrawal**

49. You can withdraw the Order by telling us before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.

## **Conformity and Guarantee**

50. We have a legal duty to supply the Goods in conformity with the Contract, and will not have conformed if it does not meet the following obligation.

51. Upon delivery, the Goods will: be of satisfactory quality be reasonably fit for any particular purpose for which you buy the Goods which, before the Contract is made, you made known to us (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgment) and be fit for any purpose held out by us or set out in the Contract; and conform to their description.

52. It is not a failure to conform if the failure has its origin in your materials.

53. We will immediately, or within a reasonable time, give you the benefit of the free guarantee given by the manufacturer of the Goods. Details of the guarantee, including the name and address of the manufacturer, the duration and territorial scope of the guarantee, are set out in the manufacturer's guarantee provided with the Goods. This guarantee will take effect at the time the Goods are delivered, and will not reduce your legal rights.

54. We will provide the following after-sales service: Follow up communication via email and phone call  
Circumstances beyond the control of either party

55. In the event of any failure by a party because of something beyond its reasonable control: the party will advise the other party as soon as reasonably practicable; and the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery.

## **Privacy**

56. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.

57. These Terms and Conditions should be read alongside, and are in addition to our policies, including our privacy policy and cookies policy which can be found On the website.

58. For the purposes of these Terms and Conditions: 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the GDPR. 'GDPR' means the UK General Data Protection Regulation. 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.

59. We are a Data Controller of the Personal Data we Process in providing the Goods to you.

60. Where you supply Personal Data to us so we can provide Goods to you, and we Process that Personal Data in the course of providing the Goods to you, we will comply with our obligations imposed by the Data Protection Laws: before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected; we will only Process Personal Data for the purposes identified; we will respect your rights in relation to your Personal Data; and we will implement technical and organisational measures to ensure your Personal Data is secure.

61. For any enquiries or complaints regarding data privacy, you can e-mail: [info@ehs-heating.com](mailto:info@ehs-heating.com).

## **Excluding liability**

62. The Supplier does not exclude liability for:

(i) any fraudulent act or omission; or (ii) for death or personal injury caused by negligence or breach of the Supplier's other legal obligations.

Subject to this, the Supplier is not liable for

(i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (eg loss of profit) to the Customer's business, trade, craft or profession which would not be suffered by a Consumer because the Supplier believes the Customer is not buying the Goods wholly or mainly for its business, trade, craft or profession). Governing law, jurisdiction and complaints

63. The Contract (including any non-contractual matters) is governed by the law of England and Wales.

64. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.

65. We try to avoid any dispute, so we deal with complaints as follows: If a dispute occurs customers should contact us directly. We will aim to respond with an appropriate solution within 3 working days