

HOMETREE TERMS AND CONDITIONS OF SALE

The Customer who has engaged Hometree to co-ordinate and appoint a Contractor to carry out construction work specified in the quote or order confirmation provided with these terms (the "**Works**") is subject to the following terms and conditions.

It is important you read these terms and conditions carefully, as these form the basis of your agreement with us. If anything is not correct on your statement, or if you have any questions, please call us on +44 800 368 9881, email us at customer@hometree.co.uk or write to us at Hometree Marketplace Ltd, 25 Horsell Road, London, N5 1XL.

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement:

1.1 Definitions

"Annual Gas Boiler Service"

the service of the boiler as per laid out in section 19.2.

"Business Day"

means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

"Construction Products Regulations"

means the Construction Products Regulations 2013 (SI 2013/1387), the Construction Products Regulation (305/2011/EU), the Construction Products Regulations 1991 (SI 1991/1620) and the Construction Products Directive (89/109/EC);

"Contractor"

means the person approved by us to complete and install the Works;

"Deleterious"

means materials, equipment, products or kits that are generally accepted, or generally suspected, in the construction industry at the relevant time as:

- (a) posing a threat to the health and safety of any person; or
- (b) posing a threat to the structural stability, performance or physical integrity of the Works or any part or component of the Works; or
- (c) reducing, or possibly reducing, the normal life expectancy of the Works or any part or component of the Works; or
- (d) not being in accordance with any relevant British Standard, relevant code of practice, good building practice or any applicable agreement certificate issued by the British Board of Agreement; or
- (e) having been supplied or placed on the market in breach of the Construction Products Regulations;

"Divido"

means Divido Financial Services Limited (company number 09259397) a company registered in England Wales with its registered office at Office 7, 35-37 Ludgate Hill, London EC4M 7JN, United Kingdom.

"Due Date"

means the day of the completion of the Works in question;

"Event Outside Our Control"

means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

"Finance Option"

means the payment of the Works by way of a loan provided by Divido or Hitachi in accordance with their terms and conditions;

"Good Industry Practice"

means levels of performance which would reasonably be expected from a skilled and experienced provider of services of the same or similar nature of the Services in the United Kingdom;

"Hitachi"

means Hitachi Capital (UK) PLC (company number 1630491), authorised and regulated by the Financial Conduct Authority. Financial Services Register no. 704348. Registered office: Hitachi Capital House, Thorpe Road, Staines-upon-Thames, Surrey, TW18 3HP.

"Landlord"

Someone who owns a property which they don't occupy, and which may be occupied by a tenant.

"LGSR"

Landlord/Home Owner Gas Safety Record.

"Payment"

means the sum to be paid to Hometree by you in respect of the Works;

"Property"

means the property where the Works shall take place;

"Service Fee"

The total amount you pay Hometree for the Annual Gas Boiler Service, consisting of a sum for service related charges (which will include VAT).

"Works"

means the works to be performed and carried out on behalf of Hometree by the Contractor for you at the Property, as detailed in the Order Confirmation (as defined in clause 3.2); and

- 1.2 Clause headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural, and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of this agreement) at any time.

2. INFORMATION ABOUT US

We operate the website www.hometree.co.uk. We are Hometree Marketplace Limited, a company registered in England and Wales under company number 09808066 and with our registered office at 11 Ronalds Road, London, England, N5 1XG. Our value added tax number is 228 7189 77.

3. OUR AGREEMENT WITH YOU

- 3.1 This agreement sets out the terms and conditions on which we supply the Works to you.
- 3.2 You will receive two emails from us: (i) an email providing a quote for the Works ("Fixed Price Quote") and (ii) an email confirming that the Works have been accepted ("Order Confirmation"). By agreeing to the Fixed Price Quote, either via a return email or over the telephone, you will sign and submit this agreement to us, but this does not mean we have accepted your order for the Works. The receipt of the Order Confirmation will be our acceptance of the order, at which point a contract will exist between you and us. If we are unable to supply you with the Works, we will inform you of this in writing and we will not process the order.
- 3.3 The Fixed Price Quote is guaranteed for 30 days and will not be altered within that period (unless for the reasons stated in clauses 3.5 and 3.6). The quote is only guaranteed for the materials and services listed in the Fixed Price Quote. Any subsequent amendments will result in a new quote being issued to you, which will need to be agreed to by you before the Works commence.
- 3.4 In the event that a deposit is paid prior to the Order Confirmation and we cannot accept the Works, you will be refunded in full within ten Business Days. We will not be obliged to perform the Works until you have paid the required deposit.
- 3.5 Following acceptance of the Fixed Price Quote, it may be necessary for us to carry out a video or physical survey in order to confirm that it is possible to carry out the Works at your home. If as a result of that survey: (a) it becomes apparent that it would be unsafe or otherwise inadvisable to carry out the Works

at your home, then we may cancel this contract without liability, but if we do, we will refund to you any deposit or other amount paid by you in advance; or (b) we need to make any variation to the Works agreed or the price payable by you, then those changes will be subject to your written agreement, and if you do not wish to accept the changes proposed by us, then you may cancel this contract, and if you do so, we will refund to you any deposit or other amount paid by you in advance. Such variations may be due to situations such as gas run alterations, latent pipework defects, building alterations (manipulating walls, enclosures, tiling, flooring, etc.), regulatory compliance issues, or actions necessary for the health and safety of our engineers (such as scaffolding, roofing, electrical work or asbestos). This may also result in the Works having to be completed at a later date.

- 3.6 We may sometimes ask you to submit photos prior to providing you with a Fixed Price Quote to determine the length of time required to complete the Works and what materials will be required. You warrant that the photos supplied during the ordering process are true and accurate images of what the engineer will see at the installation site. If on physical inspection of the site it is discovered that the Works or materials required to complete the install are substantially different to what was indicated in the photos, we may cancel this contract or make a variation to the Works agreed as outlined in clause 3.5. You will also be informed of any delay to installation that may be incurred. If you decline any variation in Works or additional materials required to facilitate the installation, then we may charge a cancellation fee that may include the cost of any materials already supplied.
- 3.7 The Fixed Price Quote and Order Confirmation will, unless otherwise specified, not include the cost of materials and labour for the installation of water cylinders and radiators, and their associated parts. If the inclusion of said materials is required as part of the installation, these will be added to a subsequent quote following a survey of the property to determine the appropriate materials to be used and the time needed to install them. Following the survey, the same procedure as set out in clause 3.2 will be followed.
- 3.8 All materials supplied as part of the Works remain our property until paid for by you in full, although this retention of ownership will not affect any claim which we may have against you for the payment of any overdue amount.

4. CONTACTING US

If you are a consumer

- 4.1 To cancel this agreement in accordance with your legal right to do so as set out in clause 9.2, you just need to let us know that you have decided to cancel. The easiest way to do this is to email us at customer@hometree.co.uk or contact our customer services team by telephone on +44 800 368 9881 or by post to 25 Horsell Road, London N5 1XL. If you are emailing us or writing to, us please include details of your order to help us to identify it. If you send us your cancellation notice by email or by post, then your cancellation is effective from the date you send us the email or post the letter to us.
- 4.2 If you wish to contact us for any other reason, including because you have any complaints, you can contact us by telephoning our customer service team at +44 800 368 9881 or by emailing us at customer@hometree.co.uk.
- 4.3 If we have to contact you or give you notice in writing, we will do so by email or by pre-paid post to the address you provide to us in your order.

If you are a business

You may contact us by telephoning our customer service team at +44 800 368 9881 or by emailing us at customer@hometree.co.uk. If you wish to give us formal notice of any matter in accordance with these terms, please contact us by post to 25 Horsell Road, London N5 1XL.

5. QUALITY ASSURANCE

We shall use our reasonable endeavours to ensure that:

- 5.1 the Works will be carried out and completed to a proper standard compliant with Good Industry Practice;
- 5.2 the Contractor will use workmanship and materials of the quality and standard expected of a qualified and experience professional undertaking the design of works similar in scope and character to the Works; and
- 5.3 the Contractor shall not specify or use anything in the Works, which at the time of specification or use, is Deleterious.

6. AGREEMENT FOR WORKS

- 6.1 The Order Confirmation we provide to you may be accompanied by a description of the Works which will be carried out (the "Scope of Works"), as agreed by you during the pricing and surveying stages. If you disagree with any elements stated in the Scope of Works, you are to bring this to our attention prior to the commencement of the Works. The Scope of Works will be followed by the engineer when on site carrying out the Works and will not be deviated from unless agreed to between yourself and the Hometree Head Office. Any significant works that you require that are not detailed in the Scope of Works may come at an additional charge.
- 6.2 Once the Works have been completed in accordance with the specifications set out in the Scope of Works, any request to make additional alterations to the property, if not deemed necessary for regulatory reasons, may come at an additional charge.
- 6.3 Unless stated explicitly, the Fixed Price Quote does not include the cost of removing any dangerous waste materials, such as asbestos, that we could not reasonably identify when we gave you your quote. You can call a specialist contractor to remove these dangerous materials or we may be able to arrange for them to be removed at an extra cost. We will not handle asbestos ourselves, and if we discover asbestos at the site, either during the survey or the actual installation, we will cease to continue to operate until the asbestos is removed safely. Once the asbestos is removed you will need to produce a 'site clearance for reoccupation' certificate, which you can get from the asbestos removal company, before we can continue to work at your property.
- 6.4 The Fixed Price Quote includes the removal, to the best of our ability, all non-dangerous materials, including your old boiler and central heating parts we replace. In circumstances where it would be dangerous or otherwise inadvisable to remove materials without the assistance of specialised equipment or processes, however, we may require charging an additional amount to cover said removal.
- 6.5 Any time frames we give you are our best estimates and we will endeavour to honour those time frames as best as we can. Where there are likely to be delays we will let you know as soon as possible and agree new time frames with you. The time it takes us to complete the work has no impact on the price

we quoted you. We will not be liable for minor delays or any delays caused by Events Outside Our Control.

- 6.6 In order to prepare for the installation, we may ask you in advance to make the necessary preparations to ready the site for the Works required. This may include lifting carpets and detaching floor coverings. This will be communicated to you during the quotation process and in more detail during any survey that may take place prior to the commencement of the Works. You may use a third party to make the necessary preparations or we may be able to do it for you for an additional fee. If we do any of this work for you, we will only be responsible for any unnecessary damage caused directly by our negligence and it will be your responsibility to put the flooring back once the Works are completed.
- 6.7 If direct access is not available to the boiler, for instance if there are floor tiles or floorboards in the way, the engineer will need to create access. These Works do not provide you with any services for any damage which may be caused to the property, its contents, fixtures, fittings, floorings or sanitary ware (unless such damage is as a result of our engineer's negligence). If you do not want our engineer to create access, we will be unable to progress your service until you have arranged for access to be made.
- 6.8 We will take great care to carry out the Works without causing damage to your property. If we cause unnecessary damage because of negligence we will endeavour to remedy it. In some cases, we may have to carry out additional pipework and wiring in order to accommodate installing a new boiler, potentially causing minor damage to finishings such as wall coverings and paint. You may need to redecorate, repair or restore certain areas once the work is completed. This is not included in the price we quoted, and you will be responsible for this.
- 6.9 We will not be responsible for the reinstatement of floorboards, tiles, cupboards, or any other items which need to be dislodged in order to create the necessary access for the engineer to install the new system. We will also not be responsible to make good on old flue holes, old cylinder vaults/floors or other apertures exposed by the removal of the old system. If we do attempt to brick up old flue holes upon your request - while we will do our utmost to meet your requirements – you accept that we will not be liable for exactly matching bricks with your existing brickwork.
- 6.10 If you choose to have a powerflush applied to your system by us, please be aware that while the process can be extremely effective in cleaning systems by dislodging and mobilising sludge and corrosion deposits, it cannot undo the corrosion of pipes or gradual decay in the system. Whilst it is rare for a heating system to experience leaks after the power flush process, it is not possible to inspect a system internally beforehand, and the need to use a flushing and dispersing chemical for effective cleansing means that occasionally a leak may occur. If the powerflush process exposes a weakness in the existing central heating pipework, an additional fee to replace the faulty services may be chargeable.
- 6.11 By entering into this contract, you are warranting that you are the lawful owner of the site where the installation is taking place. If you are a tenant, it is your obligation to inform us of this and subsequently provide evidence of your landlord's permission the commencement of Works. If we carry out work at the landlord's property and you have not got permission or have given us false or inaccurate information, you will compensate us for any losses we suffer because of your failure to get your landlord's permission.
- 6.12 If your property is a listed building, it is your obligation to inform us of this and ensure that you get any permission you need before we start the Works. If you do not get the permission you need, you may be prosecuted in the criminal courts. We will not be able to start any Works if you have not got the appropriate planning permission or if you are unable to give us evidence that you have this permission. If we carry out work on the property and you have not got permission or have given us false or inaccurate

information, you will compensate us for any losses we suffer because of your failure to obtain permission, which may include court fines and penalties.

- 6.13 You are responsible for notifying us of any local restrictions that could impact the delivery of goods, for example local parking restrictions, steep stair climbs, stair climbs longer than 20 steps, or on foot carrying distances greater than 30 metres. If a redelivery is required because of an undeclared delivery restriction we may charge the cost for a redelivery and any other associated costs.
- 6.14 You must have someone present at the property for when the Works are scheduled to take place and agree that if a delivery is aborted due to no one being at the delivery address then this may result in an aborted delivery charge.
- 6.15 You are expected to be present at the installation to discuss any specific physical and aesthetic requirements to the installation (boiler and thermostat positioning, flue routing, routes for piping, etc.), as well as to agree to any necessary adjustments or deviations to the originally agreed Works. It is also particularly important for the customer to be present at the end of the installation to be shown how to use the controls of their new heating system, as well as make final payment. If the customer is not present during or at the end of the installation or fails to specify they may be charged for any subsequent call-outs made necessary as a result of this.
- 6.16 During the installation, we require the engineer to have access to working communication devices. If for any reason the engineer is unable to get mobile phone reception, you agree to make available to the engineer access to your telephone and internet connection for no charge.
- 6.17 You will need to have an adequate gas and electricity supply to your property before we can start the work. We can put you in touch with a gas or electricity distribution company to arrange this if you need us to. Unless specifically quoted for, arranging such supply connections and meters do not form part of the Works which we are to perform.
- 6.18 As part of our legal duty as a Gas Safe registered engineer, we are only able to connect appliances such as your new boiler to gas supplies which are safe. On the first day of installing your new boiler we will carry out a gas soundness test to confirm whether your gas supply is safe. Should any leak or other defect with your gas supply be identified as a result of that test, then we will be required to condemn your gas supply and will not be able to commence work until your gas supply is made safe. Any such work required to make your gas supply safe is not included in the price of this contract although can be undertaken by us subject to the payment of an additional amount by you which will be agreed with you in advance. Alternatively, you can arrange for another Gas Safe registered engineer to carry out such works at your cost if you do not want us to carry out that work, but we will not be able to continue with the installation of your new boiler until that work is completed. If you delay or decide not to proceed with the work required to make your gas supply safe then we may cancel this contract without liability but if we do so, we will refund to you any deposit or other amount paid by you in advance.
- 6.19 Where we have connected new equipment to your existing system, we cannot accept responsibility for pre-existing faults in the system which may or may not have been apparent before the Works were carried out (i.e. some pre-existing faults only surface once the new system is up and running). We will also not be responsible for the cost of repairing or replacing parts of your existing system that later develop faults, unless the way we carried out the work was negligent, and this caused the fault.
- 6.20 We will test your water supply pressure before we start work. As water supply rates can change, we cannot be responsible for your central heating system failing to work properly in the future because your water supply becomes inadequate or keeps changing, unless we were at the time the Works were carried out negligent in how we tested your water pressure. We are also not responsible for the replacement of

existing valves, pumps, showers, pipework or other apparatus which may no longer function properly as a result of the change in system or pressure following the Works.

- 6.21 We will usually carry out the Works during our usual working hours on Mondays to Fridays however, occasionally we may decide at our own expense to work outside of these days/hours to enable us to complete work as soon as possible and/or to minimise any delay and you agree to grant access to your home outside of these days/hours if we request it. If you request that we carry out work outside of these days/hours other than in order to allow us to remedy any breach of this contract (for example, if you ask us to fit your new boiler on a Saturday as that is the most convenient day for you) then our agreement to do so may be subject to you first agreeing to pay additional fees for working outside of these days/hours which fees will be advised to you in advance.
- 6.22 We may take pictures of your installed equipment for our auditing process and for our own records. The engineer may also attend with other people including managers, supervisors, trainees or apprentices.

7. PRICE AND PAYMENT

- 7.1 The price of the Works will be the price as set out in the Fixed Price Quote, unless subsequently altered in accordance with clauses 3.5 or 3.6. By agreeing to the Fixed Price Quote, either via return email or over the telephone, you will be accepting the price of the Works, and a deposit may be required.
- 7.2 We will pass on changes in the rate of value added tax. If the rate of value added tax changes between your order date and the date we supply the Works, we will adjust the rate of value added tax that you pay, unless you have already paid for the Works in full before the change in the rate of value added tax takes effect.

When you must pay and how you must pay

- 7.3 We accept payment with America Express, MasterCard, Visa, Maestro, and via bank transfer.
- 7.4 In the event of using a Finance Option, no deposit is required. Subject to approval by Divido or Hitachi, Divido or Hitachi shall pay us for the Works on your behalf once they have been completed. You shall then repay the outstanding sum to Divido or Hitachi in accordance with their respective terms and conditions. In the event approval is not given, clause 7.5 shall apply. If you later decide to withdraw from that agreement under the Consumer Credit Act 1974, you will still be responsible for paying (and must pay in accordance with the terms of this contract) the outstanding balance of the price payable to us under this contract.
- 7.5 In the event you are not using the Finance Option, you must make an advance payment for the amount detailed in the Fixed Price Quote before we start providing the service. This payment will be made by providing us with your card details which will be processed by our payment provider. The Fixed Price Quote shall also provide the repayment details for the balance of the price of the services and we will invoice you for this outstanding sum when we have completed the Works.
- 7.6 Final payment for the products and services provided is due immediately and in full on the Due Date. This payment will be taken by our engineers, who all carry a mobile POS card reader that is compatible with all major debit and credit cards. Please have your card of choice ready for payment on completion of the Works.
- 7.7 If you choose not to be present on completion of the Works or fail to provide a card to our engineers for payment to be taken, the final payment will be processed automatically from the card provided at the taking of the initial deposit. You will be sent a receipt for the payment by email.

7.8 In the event we have not been provided with a card to make payment, or you indicate a preference to use an alternate method of payment to pay the balance of the price of the Works, we will be in contact within 24 hours of the Due Date to arrange settlement of the balance through the preferred method of payment.

7.9 Should you wish to make final payment via bank transfer, please take note of our bank account details below:

Bank: HSBC Bank Plc
Account name: Hometree Marketplace Limited
Sort code: 40-03-04
Account number: 82179180

7.10 **We can charge interest if you pay late**

If you do not make any payment to us by the Due Date, or if for whatever reason the payments cannot be processed at the times specified, you may be liable for additional costs incurred by Hometree as a result of such failure to receive settlement of the amount owed. This could include interest, which shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount. In such cases, the additional costs and interest will become due together with any overdue amount.

7.11 **What to do if you think an invoice is wrong**

If you think an invoice is wrong, please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

8. IF THERE IS A PROBLEM WITH THE WORKS

8.1 Whether or not you are the owner-occupier or landlord of the property where the Works is carried out, it is your responsibility to be present at the conclusion of the install to review the work and make the final payment. If there are aesthetic changes to the Works that you would like to address, the best time for this to be carried out would be at this time. Subsequent requests for call-outs that are not related to negligence on the Works will incur an additional charge.

8.2 In the unlikely event that there is any defect with the Works:

8.2.1 please contact us and tell us as soon as reasonably possible;

8.2.2 please give us a reasonable opportunity to repair or fix any defect; and

8.2.3 we will use every effort to repair or fix the defect as soon as reasonably practicable.

8.3 As a consumer, you have legal rights in relation to services not carried out with reasonable skill and care, or if the materials we use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in this agreement will affect these legal rights.

8.4 Please be aware that unless your dissatisfaction is due to a defect in the Works, the final payment will be due immediately and in full on the Due Date. Final payment is to be made in accordance with clause 7 of this Agreement.

8.5 If your dissatisfaction is due to a defect in the Works, the final payment will be due as and when the said defect is corrected.

9. CONSUMER CANCELLATION RIGHTS

9.1 This **clause** only applies if you are a consumer.

9.2 **Your right to change your mind under the Consumer Contracts Regulations 2013**

For most products bought online you have a legal right to change your mind within 14 days. These are your rights under the Consumer Contracts Regulations 2013.

9.3 **When you don't have the right to change your mind**

You do not have a right to change your mind in respect of services, once these have been completed, even if the cancellation period is still running;

9.4 **How long do I have to change my mind?**

You have 14 days from (and including) the date of receipt of the Order Confirmation from Hometree in accordance with **clause** 3.2. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

9.5 **Telling us you have changed your mind**

If you have changed your mind, please let us know by doing one of the following as set out in **clause** 4.1.

9.6 **Cancellation fee**

As Hometree must book in engineer time to carry out the work, as well as purchase the materials necessary for the work to be carried out, we do apply a cancellation fee in accordance with the following schedule:

If the cancellation takes place after 10am the day before the installation date, then the full deposit will be forfeited.

9.7 Advice about your legal right to cancel the agreement is available from your local Citizens' Advice Bureau or Trading Standards office.

10. OTHER WAYS TO END THE CONTRACT

10.1 You may terminate this agreement:

10.1.1 at any time before commencement of the Works with immediate effect by giving us written notice; or

10.1.2 at any time prior to the completion of the Works, whereby the Works are not of satisfactory quality and are not fit for purpose.

10.2 We may terminate this agreement at any time:

10.2.1 in the event that you fail to pay any outstanding sums due within five Business Days of the payment date;

10.2.2 the Contractor is unreasonably prevented from conducting the Works by you;

10.2.3 you breach any terms of this agreement which cannot be remedied within ten Business Days of said breach;

- 10.2.4 you are unable to pay your debts as they fall due in accordance with the Insolvency Act 1986.
- 10.3 For the avoidance of doubt, we shall retain any payments made for work already completed in accordance with this agreement in the event that the contract is terminated due to no fault of our own.
- 10.4 You shall pay us fair and reasonable compensation for any work in progress at the time of termination.

11. MANUFACTURER WARRANTIES

- 11.1 Unless otherwise agreed, all gas boilers supplied by us are provided with the benefit of a manufacturer-backed parts and labour warranty. This means that subject to the following terms laid out in this section, should a fault develop with your boiler during the warranty period following its installation, the manufacturer of the boiler will repair that fault free of charge.
- 11.2 The warranty period for timers and controls are 5 years for Worcester Bosch branded timers and controls supplied with a Worcester Bosch boiler; for all other timers and controls a 2-year warranty period applies.
- 11.3 Where any radiators or towel rails are supplied with your new boiler, those are provided with the benefit of a 2-year parts and labour warranty.
- 11.4 We will only register your warranty where payment for the Works has been made in full.
- 11.5 In order to benefit from the above warranty, you must arrange for your boiler to undergo an annual safety inspection and service for each year of the applicable warranty period. The cost of this annual inspection and service is not included in the price of this contract and must be paid for by you in addition. We can provide a servicing package as part of the installation, or alternatively can carry out annual inspections and services for you at an additional charge.
- 11.6 If you do arrange for another supplier to carry out these inspections and services, then you must ensure that your supplier is Gas Safe registered and obtain from that supplier and keep in a safe place documentation to evidence that each annual inspection and service has been carried out. You must produce this documentation if requested to do so by us or the manufacturer of your boiler.
- 11.7 In order to benefit from the above warranty, you must also ensure that you operate your boiler at all times in accordance with the manufacturer's instructions. Where your boiler is a combination boiler you should be aware that if more than one tap or outlet is used simultaneously water flow rates will be reduced – this is a characteristic of all combination boilers and is not a fault.
- 11.8 Neither we nor the manufacturer of your boiler, its timer and controls and/or radiators/towel rails (if applicable) will be liable to you, whether under this contract or otherwise (and whether to carry out any warranty repairs or otherwise), where any fault of problem arises as a result of:
- (a) any failure by you to comply with your obligations set out above regarding the operation, inspection and servicing of your boiler (or should you be unable to produce evidence that your boiler has undergone an annual service and inspection) and/or you failing to notify us of any warranty claim as soon as reasonably possible;
 - (b) any deliberate damage or vandalism;
 - (c) damage caused by circumstances outside of our control (for example, due to structural problems at your home);

(d) any damage caused by any third party carrying out work on your boiler and/or radiators/towel rails (if applicable) other than where such third party was acting at the request of or on our behalf and/or the manufacturer of your boiler and/or radiators/towel rails (if applicable); and/or

(e) any variation in the water flow rate to your home (as such rates can fluctuate depending on the time of day and the age and condition of the water supply to your home).

Further, the replacement of any lamps or bulbs fitted to your boiler is also excused from this warranty as is any replacement or repair of timers and controls after the expiry of the warranty period for those as detailed in clause 11.2.

- 11.9 The above warranty applies only to your new boiler, its timer and controls and/or radiators/towel rails (if applicable) and does not extend to cover your existing wider central heating and plumbing system (any components not supplied by us such as existing radiators, pipe-work, showers, taps etc.) or the drains at your home. Whilst we will endeavour to advise you of any potential problems or issues with your existing system which are obvious on a visual inspection of the easily accessible parts of that system prior to commencing work, we will not be obliged to carry out a detailed inspection of all parts of that system (for example, of any pipes buried under floorboards) and all installations are carried out by us on the assumption that your existing system is and will be maintained by you in a satisfactory condition. Unless directly caused by a breach by us of this contract, we will not be responsible for repairing any faults or issues which may develop in future with your existing system and/or drains and/or for any loss or damage which may be caused by your existing system and/or drains.
- 11.10 In particular, you should be aware that due to the wide variety of showers installed in UK homes, it is not possible to guarantee that your new boiler will be compatible with your existing shower and whilst we will endeavour to assess whether this is a risk prior to installing your new boiler, we will not be liable to you if your existing shower is not compatible with your new boiler.

12. THE HOMETREE WARRANTY

- 12.1 In addition to the manufacturer warranties provided by the boiler manufacturer, we also provide a 12-month warranty following the install to cover any workmanship issues caused during the agreed Works which prevent your heating system from being fully functional. This means that you will not be charged for any phone consultations, call-outs, or parts and labour, which are made necessary to correct any issues caused by such poor workmanship.
- 12.2 The above warranty shall not apply in cases where the malfunctioning of the heating system is the result of elements unrelated to the workmanship of the agreed Works. Examples of this include (but are not limited to):
- 12.2.1 where the malfunctioning of the system is due to a blockage in the pipework which could not have been caused during the install;
 - 12.2.2 where the malfunctioning of the system is due to a faulty or broken pump or valve which existed in the system prior to the Works being carried out;
 - 12.2.3 where the malfunctioning of the system is due to leakages in the pre-existing pipework of the heating system, the faultiness of which may have been exposed as a result of increased pressure introduced into the system following the Works;
 - 12.2.4 where the malfunctioning of the system is due to the radiators not being balanced in the property when this was not included as an agreed service as part of the Works;

- 12.2.5 where the malfunctioning of the system is due to mismanagement of the system following completion of the Works.
- 12.3 The warranty shall not apply to the installation of parts supplied by you or works carried out by a third party engaged by yourself.
- 12.4 Should you identify an issue with your heating system following the Works, we would ask that you contact us as soon as possible to diagnose the problem and determine the next steps. We will always aim to reply within 2 working days with a proposed solution.
- 12.5 Your Hometree warranty shall only apply where payment for the Works has been made in full.

13. OPENING HOURS

- 13.1 The opening hours of the Hometree Head Office are as follows:

Day	Opening Hours
Monday to Friday	8am – 8pm
Saturday	9am – 5pm
Sunday	9am – 5pm

- 13.2 Unless otherwise specified, our engineers operate from Monday to Friday.

14. HOW WE USE YOUR PERSONAL INFORMATION

We only use your personal information in accordance with our Privacy Policy. Please take the time to read our Privacy Policy, as it includes important terms which apply to you. It can be found at <http://www.hometree.co.uk/legal/privacy-policy/>.

15. OUR LIABILITY IF YOU ARE A BUSINESS

- 15.1 This **clause** only applies if you are a business customer.
- 15.2 We only supply the Works for internal use by your business, and you agree not to use the Works for any resale purposes.
- 15.3 Nothing in this agreement limits or excludes our liability for:
- 15.3.1 death or personal injury caused by our negligence;
- 15.3.2 fraud or fraudulent misrepresentation;
- 15.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
or
- 15.3.4 defective products under the Consumer Protection Act 1987.

- 15.4 Subject to the preceding **clause**, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the agreement for:
- 15.4.1 any loss of profits, sales, business, or revenue;
 - 15.4.2 loss or corruption of data, information or software;
 - 15.4.3 loss of business opportunity;
 - 15.4.4 loss of anticipated savings;
 - 15.4.5 loss of goodwill; or
 - 15.4.6 any indirect or consequential loss.
- 15.5 Subject to the preceding **clauses**, our total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100 per cent of the price of the Works.
- 15.6 Except as expressly stated in this agreement, we do not give any representation, warranties or undertakings in relation to the Works. Any representation, condition or warranty which might be implied or incorporated into this agreement by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Works are suitable for your purposes.

16. OUR LIABILITY IF YOU ARE A CONSUMER

16.1 This **clause** only applies if you are a consumer.

16.2 **We are responsible to you for foreseeable loss and damage caused by us**

If we fail to comply with this agreement, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this agreement or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

16.3 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so**

This includes:

- 16.3.1 liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- 16.3.2 for fraud or fraudulent misrepresentation; and
- 16.3.3 for breach of your legal rights in relation to the Works; and for defective products under the Consumer Protection Act 1987.

16.4 **When we are liable for damage to your property**

If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

16.5 **We are not liable for business losses**

We only supply the Works for domestic and private use. If you use the Works for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

17. **PROMOTIONS**

Occasionally Hometree may set up promotions lasting for defined periods of time. The following terms apply for customers availing themselves of Hometree services under a particular promotion.

- 17.1 Physical vouchers offering discounts or free goods as part of a promotion are valid only in the geographies where they have been delivered by Hometree, and therefore consumed by a customer living or working in that area. Non-physical vouchers are likewise only valid if originating via email or a third-party website we have contracted to market our services. Voucher codes or discount offers acquired from other sources, including websites for sharing discounts and offers we have not contracted with, are not valid for use.
- 17.2 If the voucher code or discount offer was marketed or presented alongside an expiry date, the voucher or offer is only valid if the intended date of the Works is before or on the expiry date.
- 17.3 You must notify Hometree of your intention to make use of any voucher you possess ahead of being provided with a quote for Works by Hometree in order for it to be valid.
- 17.4 Voucher discounts cannot be applied for Works if presented subsequent to being presented with a quote by Hometree
- 17.5 Hometree reserves the right to discontinue any promotion without notice, even if ahead of the original expiration period communicated on the offer.
- 17.6 All promotional offers are subject to the terms and conditions specifically indicated on the promotional material indicating such offers and shall be exercised without prejudice to these generic terms and conditions.

18. **CUSTOMER REFERRAL PROGRAMME**

- 18.1 As part of a customer referral programme, Hometree may invite you to refer new potential customers to the company in exchange for a predetermined reward.
- 18.2 The customer referral programme is not available to individuals who have not been specifically invited by Hometree to refer new potential customers.
- 18.3 Referrals must relate to a customer who has not previously purchased any of Hometree's products, and whose details were not known or obtained by Hometree via an alternative channel prior to the referral. Referrals to existing customers, or for additional jobs to the same customer, are not valid under the customer referral programme.
- 18.4 When specified, Hometree may offer a reward to the referrer. If so, Hometree will only pay the rewards if the referred customer chooses Hometree for the Works, and only once the Works are physically completed in the customer's home. Rewards may take up to 14 days after the completion of the Works to be delivered to the referrer.

- 18.5 The customer referral programme is subject to any terms and conditions indicated to the customer upon the invitation by Hometree to the referral programme and shall be exercised without prejudice to these generic terms and conditions.

19. THE SERVICING PRODUCT

The Customer who has purchased a gas boiler one-off annual service provided by Hometree is subject to the following terms and conditions.

19.1 Coverage

The one-off Annual Gas Boiler Service will be completed in accordance with the current Gas Safety (Installation & Use) Regulations and the manufacturer's instructions for your boiler. Please make sure that you have the manufacturer's instructions available for the engineer when he/she attends.

19.2 What's included

- (a) A full inspection of the entire chimney structure
- (b) We will take the casing off your boiler to inspect the main components
- (c) Where necessary, we will clean the burner, combustion chamber, any injectors and heat exchanger
- (d) Inspection of ignition devices i.e. pilot lights and/or spark and flame sensing electrodes
- (e) Checking the integrity of all seals and gaskets
- (f) Ensure that any condensate traps and drains are free from debris
- (g) Testing the appliance in accordance with the manufacturer's instruction to ensure:
 - (i) The heat input and or operating pressure is correct
 - (ii) The effectiveness of the flue
 - (iii) That all ventilation requirements are to current standards
 - (iv) The correct operation of all safety devices and that the boiler is safe for continuous use
- (h) A final combustion analysis and measurement against tolerances set by the manufacturer's instructions
 - (i) A test of all disturbed gas connections
 - (j) Carry out functional testing of heating and hot water
 - (k) A visual inspection of any other encountered gas appliances
 - (l) We will provide a Gas Safe Inspection Certificate confirming the analysis results of the service
- (m) We will provide written notification (Gas Safe Warning) of any gas safety defect which may affect the safe operation of your appliances
- (n) An assessment of your current heating controls and best practice advice regarding energy efficiency

19.3 What's not included

- (a) Any maintenance, or remedial work;
- (b) a test of the gas installation pipework, unless there is a known or suspected escape of gas;
- (c) the supply of any parts subsequently identified as needed as a result of the inspections.

19.4 **Detection of faults**

If during your Annual Gas Boiler Service, we identify a fault, or if maintenance work is identified, we will advise you.

Where safety defects are identified, we will follow the current Gas Industry Unsafe Situation Procedure. This may mean that the boiler cannot be used until the issues are rectified.

19.5 **Date of service**

19.5.1 Our engineer will attend at the Property on the Annual Gas Boiler Service date (or such other date as is arranged pursuant to the below) to perform the one-off Annual Gas Boiler Service. We will use all reasonable efforts to ensure that an engineer visits the Property on the agreed date. However, occasionally, due to circumstances outside our control, we may be unable to get an engineer to attend the Property on the agreed date. If this happens, we will contact you as soon as is practicable and agree on an alternative date.

19.5.2 Your first Annual Gas Boiler Service should take place between 10 and 12 months after Hometree installed a new boiler at your property to be completed in accordance with the current Gas Safety (Installation & Use) Regulations and the terms and conditions of the warranty set out by the manufacturer of your heating system. If you are a landlord, under UK law it's your responsibility to make sure you have a valid LGSR certificate for the gas meter, gas pipework and any gas appliance(s) archived and on your property. It is your responsibility to inform us that you are a Landlord and need the LGSR.

19.5.3 When your Annual Gas Boiler Service is due, we'll send you an email, letter, text message or call you to arrange it. If we don't hear back from you or we fail to contact you, it is up to you to contact us to arrange your Annual Gas Boiler Service and safety check. In such cases, where the Annual Gas Boiler Service is not carried out within 12 months of the previous Annual Gas Boiler Service or installation, Hometree accepts no liability.

19.6 **General exclusions**

The following are also excluded and Hometree will not be liable for any of the following:

19.6.1 systems/equipment/appliances that have not been installed, serviced or maintained regularly according to British Standards and/or manufacturer's instructions; or that are subject to a manufacturer's recall;

19.6.2 any defect, damage or breakdown caused by malicious or wilful action, negligence, misuse or third-party interference, including any attempted repair or modification to the elements covered by this Annual Gas Boiler Service, which does not comply with British Standards;

19.6.3 any situation where due to health and safety, a specialist person is required, e.g. where asbestos is present.

19.7 **Payment and Service Fee**

We will collect payment on the time of booking, or before your Annual Gas Boiler Service. If you fail to complete payment of the Service Fee before your Annual Gas Boiler Service or there are insufficient funds on the payment details provided, your service may be cancelled.

Hometree will attempt to contact you before your next Annual Gas Boiler Service. At the same time, we will review the Service Fee and advise you of the amount for the following year. We reserve the right to

adjust the Service Fee or refuse to offer you the Annual Gas Boiler Service or any other product in the following year.

19.8 **Cancellation of service**

You can cancel at any time. Please inform us by letter, email or telephone, clearly stating your decision to cancel. If you cancel the service after 12 noon on the day preceding the Annual Gas Boiler Service date, we reserve the right to retain a cancellation fee of 50 % of the Service Fee and refund the remainder.

19.9 **Moving home and keeping us up to date**

You are responsible for informing Hometree of any changes to your contact details including telephone number, address or email. Please phone, email or write to us to advise us of your new address. If you move and want Hometree to service your new boiler, please contact us. We retain the right to refuse to service your boiler.

19.10 **Creating access**

19.10.1 If direct access is not available to the boiler – for instance – If there are floor tiles or floorboards in the way, the engineer will need to create access. If you want our engineer to do this, you will be asked to confirm it in writing while the engineer is at your property. This service does not provide you with any services for any damage which may be caused to the property, its contents, fixtures, fittings, floorings or sanitary ware (unless such damage is as a result of our engineer's negligence). If you do not want our engineer to create access, or the appliance has been installed in an area where it is inaccessible, and our engineer cannot gain clear and safe access to it, we will be unable to progress with your Annual Gas Boiler Service. In such case, we reserve the right to retain a cancellation fee of 50 % of the Service Fee and refund the remainder.

19.10.2 If you are unable to allow our engineer to access the property on the date of your Annual Gas Boiler Service, you should contact us as soon as is reasonably practicable (and in any such event before 12 noon on the day preceding such date) to arrange an alternative date. If this is after 12 noon on the day preceding the Annual Gas Boiler Service Date, we reserve the right to retain 50 % of the Service Fee and refund the remainder.

20. **EVENT LIABILITY PERIOD**

You may not commence any legal action against us under this agreement after six years from the date of practical completion of all of the Works.

21. **EVENTS OUTSIDE OUR CONTROL**

21.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the agreement that is caused by an Event Outside Our Control.

21.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the agreement:

21.2.1 we will contact you as soon as reasonably possible to notify you; and

21.2.2 our obligations under the agreement will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event

Outside Our Control affects our delivery of Works to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

- 21.3 You may cancel the agreement if affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, you will have to return (at our cost) any relevant Works you have already received, and we will refund the price you have paid, including any delivery charges.

22. OTHER IMPORTANT TERMS

22.1 We may transfer this agreement to someone else

- 22.1.1 We may transfer our rights and obligations under these terms to another organisation. This may include the assignment of the benefit of this agreement:

- (a) by way of security (including any reassignment on redemption of security); or
- (b) to and from subsidiary or other associated companies within the same group of companies as Hometree.

- 22.1.2 We shall notify you of any assignment. If we fail to do this, the assignment shall still be valid.

22.2 You need our consent to transfer your rights to someone else

You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

22.3 Nobody else has any rights under this contract

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

22.4 If a court finds part of this contract illegal, the rest will continue in force

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

22.5 Even if we delay in enforcing this contract, we can still enforce it later

If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

22.6 No partnership or agency

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

22.7 Which laws apply to this contract and where you may bring legal proceedings

22.7.1 If you are consumer

Please note that these Terms are governed by English law. This means a contract for the purchase of products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. 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.

22.7.2 If you are a business

- (a) A contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- (b) We both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a contract or its subject matter or formation (including non-contractual disputes or claims).

22.8 Alternative dispute resolution

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. As a Which? Trusted Trader we use the Dispute Resolution Ombudsman for dispute resolution. In the unlikely event that we cannot remedy your complaint to your satisfaction you may wish to refer your complaint to them. If you wish to do so, please contact Which? Trusted Traders in the first instance on 0117 981 2929 or via their website <http://www.disputeresolutionombudsman.org/which-trusted-traders-partnership>.