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## INSTALLATION TERMS AND CONDITIONS

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Please read this document carefully. It contains important information about how we (The 'Company'), aim to provide our services to you (The Customer, Occupier or End User). This document applies to the installation of any item including, but not limited, to Boilers, Heating, Air Source Heat Pumps.

It is important that you read the terms and conditions carefully together with your quotation, if applicable. Alternatively, a 'Scope of Works' may have been provided. These will form the basis of **Your Agreement** with us. If you have any questions, please call us on 02392 252171. Nothing in this document affects your statutory rights.

References in this document to 'you' and 'your' are references to the owner of the property with whom Aura Heating has a contract (and not, if applicable, any tenant of the owner or any other occupier of the property). References to 'we' are to Aura Heating Limited (company number 06349712).

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## GENERAL TERMS AND CONDITIONS

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1. Aura Heating will complete all work stated on the quotation provided to you for the fixed price provided. Any work listed on the quotation is considered within the 'Scope of Works'. Alternately, for funded works a 'Scope of Works' will form the basis of our agreement.
2. Where the installation is being undertaken using full grant funding, the scope of works will ensure that the requirements of the scheme are met. Some of these schemes do not allow the end user/occupier to make any payments towards the works being carried out, therefore no alterations to the scope of works will be possible.
3. Our quotation is valid for 30 days. After this time, Aura Heating may need to amend the quotation to account for changes in material price and/or availability. Any discount code is typically valid for 7 days, unless stated otherwise in writing.
4. Any pipework or component installed by Aura Heating is covered by a comprehensive 24-month labour warranty, from the date of installation. No guarantee can be given as to the integrity or suitability of any of your existing components that our engineer may connect to during the course of the installation (e.g. Radiators, Pumps, Pipework, Showers, and Taps.)
5. As it is necessary that all pipes are accessible, our engineer's will not normally bury them in solid floors or walls. Pipework may be exposed in these situations. Boxing in of pipe-work is not included unless specifically detailed in the quotation. If we remove boxing, we will make every effort to remove it with care and skill, however if it is damaged due to structural weakness, the company will not be required to replace the boxing
6. Unless specifically stated, the price we quote does not include the cost of removing any dangerous waste materials, such as asbestos. You can call a specialist contractor to remove these dangerous materials or on some occasions, we may be able to arrange for them to be removed at an extra cost. When asbestos is removed you will need to produce a 'Clean Air' certificate, which you can get from the asbestos removal company, before we can continue to work at your property.
7. The price we quote includes removing all non-dangerous materials, including your old boiler, cylinder, pipework and central heating parts we replace. If you have a back boiler unit, we can remove this or drain it and leave in place. Removal will not include the flue system. If left in place you can arrange to have this removed at a later date

by another contractor.

8. Any time frames we give you are our best estimates, and we will do everything we can to keep to those time frames. If there are likely to be delays, we will let you know as soon as possible and agree new time frames with you. Aura Heating reserves the right to use additional labour to achieve completion in a shorter timeframe where necessary. Time is not considered to be the essence of the contract, and the price of the works shall not be affected by time used to achieve completion.
9. If your installation is delayed, rescheduled or overruns, Aura Heating will not be held liable for any potential loss of earnings, annual leave or time away from work.
10. We may need you to lift some floor coverings, including tongue-and-grooved floor coverings, parquet, hardwood, rubber or tiled floors, so we can complete our work. We will give you as much notice as possible if we need you to do this. You can call a specialist contractor to do this work or we may be able to do it for you at an extra cost. If we do any of this work for you, we will only be responsible for any damage or loss caused directly by our negligence and not for indirect or consequential damage or loss. Any flooring will be re-laid to the best of our ability; however, you may wish to hire a specialist contractor should you wish to achieve a professional finish.
11. Our installers will 'make good' any existing flue hole; it should be noted that they are not builders and although we will always do our best here, you may wish to consider employing the services of a skilled professional if we do not meet your expectations. We have not allowed for any additional remedial works in this regard unless specified in the quotation. Equally, materials supplied by plumber's merchants are unlikely to match existing and we strongly advise you to supply these yourself to achieve best results. We have not allowed in our costings and scope of work for the removal of external flues that protrude through a roof or ridge slate, unless specifically detailed in your quotation and you should engage a professional roofer for this work.
12. When changing to either a 'combination' or 'system' (pressurised) boiler/heat pump there will always be a small risk that the existing pipework may leak due to the increase in system pressure. Aura Heating does not accept liability for repairs to existing pipework or any indirect or consequential damage or loss.
13. We recommend that you inspect our working area, stop cocks and isolation valves within 24 hours of completion and again then 7 days later to ensure that there are no small leaks as a result of our work. We assume that all existing 'Service/Isolation/Drain Valves' are in good working order and accept no responsibility for consequential loss as a result of using them to perform our duties.
14. Our greatest priority is the safety of our customer's and their homes. We will take all reasonable care to carry out the work specified without causing damage to your property. If we have to make any cuts or holes to allow for equipment, you will be made aware ahead of time. Any cuts or holes made will be filled, but not permanently finished or redecorated. If we cause unnecessary damage because of our negligence, we will ensure action is taken in a reasonable timeframe to repair any damage. The company accepts no responsibility for damage which is attributable to structural defect or weakness unless such damage results from our negligence and in any event we shall not be liable for any indirect or consequential damage or loss.
15. If your property is a listed building, located in a conservation area, leasehold, or a managed property, it is your responsibility to ensure that you have any necessary permissions including but not limited to planning and/or title consent prior to work commencing. If you do not ensure you have the necessary permissions, it will be your responsibility to seek retrospective permission and Aura Heating do not accept responsibility to do this on your behalf. If you fail to obtain any permission, then you may be prosecuted by any affected party.
16. In certain circumstances roof tanks may be drained and left in situ. Our pricing structure has allowed for the removal of rubbish including all metals. In some circumstances this may not be completed in the same day of the installation.
17. You will need to have an adequate gas and electricity supply to your property before we can start the work. We require free use of gas, water and electricity throughout the duration of the works.
18. As water supply pressures can change, we cannot be responsible for your hot water system failing to work properly because your water supply becomes inadequate or keeps changing, unless we were negligent in the

manner by which we tested your water pressure. Where combi boilers and unvented cylinders are supplied, it is not uncommon to find that hot water flow rates are reduced if more than one tap or outlet is used simultaneously. This is characteristic of these systems and is not considered a fault or defect.

19. We will always endeavour to locate a boiler, heat pump, radiator, pipework or any other material or product in the position agreed at survey or contained within the scope of works. This may however alter due to unforeseen technical difficulties; if you have any specific alterations please discuss with the installer on arrival. We recommend that you always confirm the dimensions of any boiler/heat pump on the manufacture's website and/or literature. This is vitally important when choosing an alternative option to the original specified product.
20. Unless we are replacing them or fitting a new heating and hot water system, we have assumed that all radiators in the property are working correctly. Whilst a power flush may remove minor blockages, it will not clear solid debris. As often heating systems are not functioning when we survey/quote for works we are unable to accept responsibility for poorly performing radiators/heating systems when only replacing the 'Heat Engine' i.e. a boiler or heat pump. Heating systems are modular and we can only accept responsibility for new components that we install not the existing old system.

### **Guarantees and Warranties**

21. The boiler/heat pump itself will be registered by us and guaranteed by the manufacturer. The manufacturer's warranty will depend on the manufacturer and model of the boiler. The validity of the manufacturer's warranty will be subject to the appliance being serviced every 12 months. The extended warranty offered by Aura Heating on boilers/heat pumps is subject to the customer maintaining a recognised service contract with Aura Heating or the appliance manufacturer for the duration of the extended warranty as detailed in the [Aura Heating Service Plan Extended Warranty Terms and Conditions](#).
22. All other new components are covered by a 12-month warranty unless specifically detailed in writing by Aura Heating.
23. Aura heating provide a comprehensive 24-month warranty against our workmanship.
24. All claims against and product or workmanship warranty should be notified to Aura Heating immediately and we will seek to remedy any fault. Aura Heating will not be responsible for any third-party costs that you may incur if you choose to instruct another organisation to remedy any issue.

### **Deposit**

25. Aura Heating takes a booking deposit in order to secure an installation date. This is not normally refundable.

### **Balance Settlement**

26. Any remaining balance shall be made in full on the day of the installation. We accept the following payment methods – bank transfer and credit or debit card payments.
27. If you are in receipt of a grant funding contribution towards your boiler/heat pump/heating installation, the full balance must be paid prior to booking in of works.
28. Whilst we make every effort to ensure your property is protected, there are times when accidents do occur. Should any remedial works be necessary following any damage for which we are liable under these terms and conditions to your property for which we are liable under these terms and conditions or otherwise by law, you may withhold a maximum of 10% of remaining balance until completion of any repair work. Once any remedial works are completed, the remaining balance must be immediately settled in full.
29. If you do not settle your outstanding balance immediately following the installation and are in receipt of heating and hot water, you may incur late payment charges (calculated in the same manner and at the same rate specified from time to time in the Late Payment of Commercial Debts Regulations 2002(as amended from time to time)) and your credit file could be affected.

30. Where you have qualified for a grant towards the installation cost, or which covers the full cost of the installation you acknowledge and agree to allow reasonable access to any other contractor and or auditor to complete the full project or inspect the work completed. Failure to allow this will result in you, the customer/occupier/end user being responsible for the full balance of the installation/funding that was available.

### **Cancellation**

31. You may cancel this agreement at any time in accordance with the section below headed ' Notice of Right to Cancel' by emailing hello@auraheating.co.uk
32. If you cancel your agreement after the 14-day period specified above, the deposit will be non-refundable.
33. If you cancel your agreement after work has commenced, we will charge you reasonable costs for any work already carried out and/or any goods already installed into your premises. We consider work commencing on the morning of the agreed installation date.
34. We may cancel the installation prior to commencement under extraordinary circumstances. In this situation we will arrange a full and immediate refund of your deposit.

### **NOTICE OF THE RIGHT TO CANCEL**

35. You may cancel, without giving any reason, your contract with Aura Heating Limited for the goods and services described in the cancellation notice served by you ('the Contract') at any time within the period of 14 days starting with the date on which you receive this Notice of the Right to Cancel.
36. You can exercise your right to cancel the Contract by delivering personally or sending (including by electronic mail) a cancellation notice to the person named below indicating that you wish to cancel the contract. If you wish you may use the cancellation form provided for this purpose (see but you do not have to). If you wish to cancel the contract the cancellation notice should be sent to:

Customer Service Team  
Aura Heating Limited  
Aura House, New Road, Portsmouth,  
Havant PO9 1DE  
Email: hello@auraheating.co.uk

37. If you send the cancellation notice by post it will take effect as soon as it is posted to the address given above. If you send the cancellation notice by email it will take effect on the date the email is sent to the email address set out above.

38. **MODEL CANCELLATION FORM**

If you wish to cancel the Contract you **MUST DO SO IN WRITING** and deliver your notice personally or send it to the person named below by post or by email. You may use this form if you want to but you do not have to.

(Complete and return this form **ONLY IF YOU WISH TO WITHDRAW FROM THE CONTRACT.**)

To: Customer Service Team  
Aura Heating Limited  
Aura House, New Road, Portsmouth,  
Havant PO9 1DE  
Email: hello@auraheating.co.uk

I hereby give notice that I wish to cancel my contract with Aura Heating Limited for the services described in the quotation dated [*insert date*] and ordered on [*insert date when customer accepted quotation*]

Signed: \_\_\_\_\_ Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

## COMPLAINTS

39. We always strive to provide the best service and products for our customers. However, on rare occasions, we recognise that there may be times where our customers may not be completely satisfied.

40. To ensure we are able to put things rights as soon as we can, please read our complaints procedure below.

### Stage 1.

41. We aim to resolve complaints as quickly as possible and believe that, in most cases, complaints can be resolved informally. As such please contact us as soon as possible if you have a grievance. If you contact us informally by telephone or email, make a note of the person you have spoken to, and of any resolution offered immediately, and whether you are satisfied with the outcome. If you are not happy with the resolution offered the proceed to stage 2 below. If you choose not to contact us informally, proceed directly to stage 2.

### Stage 2.

42. Record your complaint in writing by either by post at Aura Heating Ltd, Aura House, New Road, Havant, PO9 1DE or by email to [hello@auraheating.co.uk](mailto:hello@auraheating.co.uk), you should receive an acknowledgment within 3 working days of receipt of your written complaint. Please include your telephone number and email address (if you have one). We may contact you by telephone to ensure that we have understood your complaint properly. Your complaint will be recorded in our complaints' log and assigned for investigation. You should receive a detailed response within 10 working days of receipt of your complaint, unless the investigation takes longer, which may involve a site visit, in which case you should receive progress report within 5 working days of the site visit and where possible an expected date for you to receive a final reply. We aim to close all formal written complaints within 20 working days of receipt.

### Stage 3.

43. In the event of an unresolvable issue, we will advise where you can pursue your complaint.

Gas – Gas Safe

Oil – Oftec

Technical aspects of install – MCS

Renewable Energy – RECC

[END]