

MY HEATPRO LTD – GENERAL TERMS & CONDITIONS

Effective Date: 01/04/2024

1. DEFINITIONS & INTERPRETATION

1.1 “Company,” “we,” “us,” or “our”

Refers to MyHeatPro Ltd, a company registered in England and Wales under Company Number 15470772, with a registered address at 39 Manor Avenue, Northwich CW9 6DS. Our email is info@myheatpro.com, and our main telephone number is 01925 500351.

1.2 “Customer,” “you,” or “your”

Means the individual, homeowner, tenant with permission, or business engaging us to perform domestic heating services. Where relevant, this includes any person acting on your behalf (e.g., landlord, property manager).

1.3 “Contract”

Refers to these Terms & Conditions together with any signed Quote, Proposal, Order, or Agreement specifying the scope and price of our services.

1.4 “Services”

Services covers our domestic heating-related work, including gas boiler installations, system repairs, routine servicing, emergency call-outs, plumbing modifications directly related to the heating system, renewable heating installations (e.g., Air Source Heat Pumps), and any ongoing maintenance or support as specified in the Contract.

1.5 “Materials” or “Equipment”

Means all parts, fixtures, appliances, boilers, cylinders, radiators, pipework, and/or consumables supplied by us (or on our behalf) in connection with the Services.

1.6 Interpretation

- Headings are for convenience only and do not affect interpretation.
- References to legislation include any amendments or re-enactments.
- Words in the singular include the plural, and vice versa.

- Any examples provided in these Terms are for illustrative purposes and do not limit the scope of the provisions.
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2. SCOPE & APPLICATION OF THESE TERMS

2.1 Overall Coverage

These Terms & Conditions apply to all domestic heating projects undertaken by MyHeatPro Ltd unless overridden by a more specific set of T&Cs (e.g., a separate Air Source Heat Pump contract or a My HeatPro-ect boiler service plan). Where there is a direct conflict, the specialised T&Cs take precedence.

2.2 Consumer Rights

Nothing in these Terms affects your statutory rights under the Consumer Rights Act 2015 or other applicable legislation, including your right to cancel within 14 days (for off-premises or distance contracts) and your right to have Services performed with reasonable care and skill. If any clause conflicts with your statutory rights, those rights will prevail.

2.3 Acceptance of Terms

By booking a survey, commissioning work, signing a quote, making a payment to us, or allowing us to commence Services on-site, you confirm that you have read, understood, and agree to be bound by these Terms. Acceptance may be confirmed in writing (e.g., signed quote or email), verbally, or by authorizing us to proceed, though written confirmation is preferred for clarity.

3. SURVEYS, QUOTES & CONTRACT FORMATION

3.1 Initial Survey & Assessment

We may conduct an on-site or remote survey to determine the scope of required work. This may include inspecting existing pipework, boilers, cylinders, radiators, and other relevant infrastructure. Our assessments are based on visible and accessible areas. We do not accept liability for hidden faults not discoverable through non-invasive inspection.

3.2 Quotations

Following assessment, we will provide a written quotation or proposal detailing the cost, scope, and estimated timeline. Quotations are valid for 30 calendar days unless stated otherwise. If unforeseen issues arise (e.g., concealed defects), we will issue a revised quote or variation order for your approval before proceeding.

3.3 Contract Formation

A binding Contract is formed when you:

- (a) sign and return our quotation or confirm acceptance in writing, email, or verbally;
 - Or (b) pay a deposit or any initial invoice requested in the quote;
 - Or (c) authorise us to commence work on-site, provided we have mutually agreed to the scope, price, and these Terms.
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4. HEALTH & SAFETY, HAZARDOUS SUBSTANCES

4.1 Safe Working Environment

You must provide a safe and accessible working environment. If we encounter unsafe conditions (e.g., flooding, vermin, suspected asbestos), we reserve the right to suspend work until the issue is resolved. We will take reasonable steps to ensure the safety of our workers and your household during the performance of the Services.

4.2 Asbestos & Hazardous Materials

We do not carry out asbestos removal or remediation. If hazardous materials are suspected, you must engage a qualified specialist for assessment and remediation. We are not liable for delays or costs due to undisclosed hazards.

5. PRE-EXISTING SYSTEM CONDITIONS & DISCLAIMER

5.1 Existing Installations

We are not responsible for design flaws, sludge, corrosion, or failures in parts of your system we have not worked on. During the survey, we will take reasonable steps to identify any pre-existing issues and inform you accordingly.

5.2 System Flushing & Water Quality

If a system flush is recommended to improve efficiency and prevent future faults and you decline, we are not liable for related issues (e.g., blockages due to existing sludge, uneven heat distribution or corrosion).

5.3 Compliance with Building Regulations

You are responsible for ensuring all necessary permissions and planning approvals are in place.

6. MATERIALS & SUPPLY

6.1 Ownership & Title

Materials remain our property until paid in full. If payment is not received, we will attempt to resolve the issue through negotiation before exercising our right to remove them, subject to proper notice.

6.2 Delivery & Lead Times

We aim to meet timelines but cannot be held liable for supply chain delays or external factors. We will notify you promptly of any delays and work to minimise their impact.

6.3 Manufacturer Specifications

We may substitute a comparable product if a quoted item becomes unavailable. We will notify you of any significant differences.

7. VARIATIONS & ADDITIONAL WORKS

7.1 Scope Changes

If unexpected work is required (e.g., in emergencies such as risk of flooding or gas leaks), we may proceed without prior approval but will inform you as soon as possible.

7.2 Customer Modifications

If you request changes to the scope (e.g., adding radiators), we will provide a revised quotation promptly. No additional work will be carried out without your approval.

8. TIMESCALES & ACCESS

8.1 Installation Schedule

Dates are estimates. Delays may occur due to supplier availability or site conditions. We will make every effort to arrive on time and will notify you as soon as possible if delays occur.

8.2 Customer Obligations

You (or an authorised adult) must be present or ensure safe, timely access to the property. If we cannot access the property at the agreed time due to your absence or failure to provide access, we may charge a reasonable fee for the missed appointment, notified in advance where possible.

9. PAYMENT TERMS

9.1 Deposit & Invoices

Upon acceptance of our proposal, a 25% deposit is required to secure your booking and enable us to begin preparatory arrangements for your project. A further 50% deposit is due at least 7 days prior to the scheduled start date (or immediately if the project is to commence within 7 days). The final 25% balance is payable upon completion of the works and must be settled in full before we leave the site on the final day of installation.

9.2 Payment Methods & Final Day Balance

We accept bank transfers and major credit/debit cards.

Final balances must be cleared before we leave the job on the final day. If the person responsible for payment is not present, payment must be made in advance.

9.3 Late Payments

Late payments may incur interest at 4% above the Bank of England base rate, calculated daily from the due date until payment is received. We may suspend Services or pursue legal recovery if overdue.

9.4 Debt Recovery

If any invoice remains unpaid for more than 14 calendar days after the due date, we reserve the right to initiate formal recovery procedures. This may include legal action or the engagement of a professional debt collection agency. The Customer will be fully liable for all reasonable costs incurred in the debt recovery process, including but not limited to legal fees, court costs, administrative expenses, interest charges, and third-party collection agency fees.

10. WORKMANSHIP WARRANTY & SERVICE GUARANTEES

10.1 Workmanship Guarantee

We guarantee our workmanship for 12 months. If a fault arises due to our work, we will rectify it at no cost.

10.2 Manufacturer Warranties

All appliances and parts are covered by their respective manufacturer warranties, subject to correct use and maintenance.

10.3 Exclusions

We do not cover:

- Damage due to misuse, tampering, pets, or environmental factors;
 - Failures caused by existing faults outside our scope;
 - Issues arising from declined recommendations.
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11. LIMITATIONS OF LIABILITY

11.1 Liability Cap

Our maximum liability is limited to the value of the Services provided, excluding death or injury caused by our negligence.

11.2 Exclusions

We are not liable for indirect or consequential losses. We also are not responsible for delays caused by third-party contractors or utility providers.

11.3 Insurance

We maintain Public Liability and, where applicable, Employers' Liability Insurance. Documents are available upon request.

12. CONSUMER CANCELLATION & COOLING-OFF

12.1 Cooling-Off Period

You have a 14-day right to cancel for remote/off-premises contracts. If you request early work, you may still owe for work or materials supplied.

12.2 Post-Cooling-Off Cancellation

If you cancel after the cooling-off period, we may retain costs already incurred.

12.3 Cancellation Process

All cancellations must be made in writing via email to info@myheatpro.com. We will acknowledge receipt within 2 working days.

13. CUSTOMER RESPONSIBILITIES

- Ensure required permissions, approvals, and access are granted.
- Maintain utility supply (gas, electric, water) during works.
- Protect valuables and furnishings near work areas.
- Follow all servicing schedules for warranties to remain valid.

14. FORCE MAJEURE

Events outside our control (e.g., weather, pandemics, shortages) may delay or prevent work. We will inform you as soon as possible and take all reasonable steps to mitigate the impact and resume work promptly.

15. COMPLAINTS & DISPUTE RESOLUTION

Contact us at info@myheatpro.com or call 01925 500351. We aim to:

- Acknowledge complaints within 3 working days;
- Provide a full response within 10 working days.

If unresolved, we will provide Alternative Dispute Resolution (ADR) options. Legal rights remain unaffected.

16. DATA PROTECTION & PRIVACY

We comply with UK GDPR and Data Protection laws. Personal data is collected only for necessary service delivery and legal obligations. We do not share data beyond what is required for services or legal compliance. See our Privacy Policy at www.myheatpro.com/privacy.

17. TERMINATION

By Us:

- For non-payment after 14 days (with notice);
- For material breaches not resolved in a reasonable time;
- If major issues make the project unviable.

By You:

- If we breach terms and fail to resolve the issue after notice.

Upon termination, you must pay for all work and materials provided. Refunds may apply if no costs were incurred.

18. ENTIRE AGREEMENT & SEVERABILITY

This document and any referenced documents form the entire agreement. If any clause is found unenforceable, the remainder shall still apply.

19. ASSIGNMENT & THIRD-PARTY RIGHTS

You may not transfer this Contract without our consent. We may assign responsibilities to another party without reducing your rights. No third party shall have rights under this agreement.

20. GOVERNING LAW & JURISDICTION

These Terms are governed by the laws of England and Wales. All disputes shall be resolved under the jurisdiction of the English courts.

21. SIGNATURE & ACCEPTANCE

By signing our quotation, making any agreed deposit/payment, or allowing us to commence work, you confirm that you have read, understood, and agree to these General Terms & Conditions.

Signed by (Customer): _____

Print Name: _____

Date: _____

MyHeatPro Ltd

Registered in England & Wales, No. 15470772

39 Manor Avenue, Northwich CW9 6DS

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