

My Heatpro Ltd – Terms & Conditions of Air Source Heat Pump (ASHP) Installation

Effective from: 12/09/24 (Updated with recommended revisions)

Company Name: My Heatpro Ltd

Company Reg. No: 15470772

Registered Address: 39 Manor Avenue, Northwich CW9 6DS

Email: info@myheatpro.com

Trading Partner (MCS Accredited Installer): Abode Heat Ltd (MCS ID: NIC5903)

1. ABOUT US & OUR PARTNERSHIP

1.1 MyHeatPro Ltd (hereafter “we,” “us,” or “our”) is a heating engineering company specialising in the supply, preparation, installation, and commissioning of Air Source Heat Pump (ASHP) systems for domestic customers.

1.2 We work in partnership with Abode Heat Ltd, an MCS-accredited installation company responsible for the compliance, certification, and notification of your system under MCS guidelines.

1.3 All MCS-related processes, including heat loss calculations, design, installation sign-off, certification, and DNO (grid) notifications, will be managed or reviewed by Abode Heat.

2. CONSUMER RIGHTS & APPLICABLE LAW

2.1 **Statutory Rights:** Nothing in these Terms and Conditions will affect your statutory rights under the Consumer Rights Act 2015 or any other applicable legislation. If any provision conflicts with those rights, your statutory rights will prevail.

2.2 **Governing Law:** These Terms and Conditions are governed by the laws of England and Wales, and any disputes shall be subject to the exclusive jurisdiction of the English courts.

2.3 **Distance & Off-Premises Contracts:** If this agreement is made remotely (online, phone, etc.), we comply with the Consumer Contracts (Information, Cancellation, and Additional Charges) Regulations 2013, ensuring you receive required pre-contract information.

3. SCOPE OF WORK

3.1 Our services cover:

- Pre-installation survey
- Heat loss assessment (in conjunction with Abode Heat)
- System design and specification
- Groundworks, pipework, and cylinder installation (if required)
- Installation of internal and external ASHP units
- Electrical and plumbing integration
- Commissioning and functional testing
- Customer handover and demonstration

3.2 Final MCS documentation, DNO approval, and warranty registration are provided by Abode Heat within 14 working days of commissioning, subject to DNO response times.

4. SURVEY & SYSTEM DESIGN

4.1 A detailed site survey will be conducted prior to the provision of a formal quotation. This may be physical or remote.

4.2 A room-by-room heat loss calculation is required and will be conducted by Abode Heat in compliance with MCS MIS 3005.

4.3 You will receive a full System Specification Report, including:

- System design summary
- Estimated running costs
- SCOP/Efficiency ratings
- Estimated CO₂ savings
- Radiator/upgrades required
- DNO application results (if applicable)

- Manufacturer datasheets
-

5. CUSTOMER REQUIREMENTS

5.1 You must:

- Be the legal owner of the installation property or have the owner's permission.
- Provide safe and clear access to all relevant internal and external areas.
- Ensure mains electricity and water are available during installation.
- Notify us of any planning restrictions (e.g., listed building, conservation area).

5.2 If remedial works (e.g., additional insulation or radiator upgrades) are required, they will be quoted separately.

5.3 We are not liable for delays or damages arising from third-party contractors not directly engaged by MyHeatPro Ltd or Abode Heat.

6. PAYMENT TERMS

6.1 **Methods:** All payments must be made via bank transfer unless otherwise agreed in writing.

6.2 Deposit & Staged Payments:

- 25% Deposit – payable upon acceptance of quotation (allows us to start MCS proceedings and order materials).
- 50% Interim Payment – due at least one week before work commences.
- 25% Balance – due on final commissioning and customer sign-off.

6.2 Deposit & Staged Payments:

- 25% Deposit – payable upon acceptance of quotation (allows us to start MCS proceedings and order materials). **The deposit is non-refundable once materials are ordered or MCS proceedings begin, except during the 14-day cancellation period if no work has started.**

- 50% Interim Payment – due at least one week before work commences.
- 25% Balance – due on final commissioning and customer sign-off.

6.3 BUS Grant Mechanics:

- For customers eligible for the Boiler Upgrade Scheme (BUS), the full installation cost is payable upfront to MyHeatPro Ltd.
- Upon successful installation, commissioning, and BUS eligibility approval by Ofgem, Abode Heat Ltd will process the BUS voucher and reimburse £7,500 directly to the customer.
- **Eligibility for the BUS grant is not guaranteed and is subject to meeting the scheme criteria and approval by relevant authorities. We recommend confirming your eligibility with us or Ofgem before signing.**
- If the BUS grant is refused for any reason, you remain liable for the full installation cost.

6.4 Ownership of Materials: Ownership of all equipment and materials supplied remains with MyHeatPro Ltd until payment has been received in full.

6.5 Late Payments: Any overdue payments may incur interest at 4% above the Bank of England base rate from the due date until payment is received in full.

7. CANCELLATION POLICY

7.1 Consumer Right to Cancel: Under consumer law, you have the right to cancel this agreement within 14 calendar days of signing, without giving any reason.

7.2 How to Cancel: Cancellations must be submitted in writing by email to info@myheatpro.com. You may use a standard cancellation form or simply email a clear statement of cancellation.

7.3 Consequences of Cancellation:

- If you cancel during the 14-day cooling-off period before we have ordered materials or started work, you will receive a full refund of any payments made.

- If you request work to begin during the 14-day period and subsequently cancel, you will be liable for the costs of any materials ordered and the proportion of work completed up to the cancellation date. You must provide written consent for work to start during this period.

7.4 Cancellation After 14 Days: If you cancel outside the 14-day period, we reserve the right to charge you for any costs already incurred (e.g., restocking fees, partial labor costs).

8. INSTALLATION TIMEFRAME

8.1 Typical installations take 3–7 working days, depending on the complexity of the existing heating system.

8.2 While we aim to adhere to the agreed schedule, delays may occur due to:

- Weather conditions
- DNO delays or approval issues
- Unforeseen structural or technical issues
- Force majeure events, such as strikes, natural disasters, or supply chain disruptions

8.3 We will keep you informed of any changes to the timeline.

9. CERTIFICATION & HANDOVER

9.1 Upon successful commissioning of your system, you will receive:

- MCS Installation Certificate (issued by Abode Heat)
- DNO Notification Confirmation (if applicable)
- Product Registration/Warranty Activation
- Customer Handover Pack, including operating instructions, maintenance schedule, and contact details for ongoing support

10. WARRANTIES

10.1 **Manufacturer's Warranty:** The ASHP and associated components are covered by the manufacturer's warranty, subject to their terms and conditions.

10.2 **Workmanship Warranty** (MyHeatPro Ltd): 1 year from the date of commissioning.

10.3 **MCS-Backed Insurance Warranty** (via Abode Heat): Available on request, subject to the scheme status at the time of installation.

10.4 **Warranty Exclusions:**

- Damage from misuse or unauthorised modifications
- Failure to carry out annual servicing
- Electrical faults caused by other property issues
- Power surges, pet damage, or improper airflow

10.5 **Maintenance & Service Record:**

- ASHP systems must be serviced annually by a qualified engineer to maintain warranty and performance.
- You should keep a record of annual servicing. Failure to do so may invalidate certain warranty claims.

10.6 We offer a tailored Heat Pump Service Plan starting from £18/month, covering annual service, priority callouts, and extended warranty support (where applicable).

11. LIMITATION OF LIABILITY

11.1 We hold public and employer's liability insurance. Documentation is available on request.

11.2 We are not liable for:

- Loss of income, earnings, or business due to system downtime
- Third-party delays (DNO, manufacturer supply chain)
- Pre-existing faults in your heating or electrical system

- Indirect or consequential losses, including business disruption or damage to third-party property
11.3 **Maximum Liability:** Our total liability to you for any claims arising out of or in connection with the contract shall not exceed the total amount paid for the installation.
-

12. COMPLAINTS & DISPUTES

12.1 In the event of dissatisfaction, please contact info@myheatpro.com with full details.

12.2 We will acknowledge complaints within 3 working days and provide a substantive response within 10 working days.

12.3 If we cannot resolve your complaint amicably, we will provide details of an approved Alternative Dispute Resolution (ADR) body as required under consumer law. You may also escalate issues relating to certification or installation standards to Abode Heat (for MCS matters) or relevant consumer bodies (RECC, MCS).

13. DATA PROTECTION & PRIVACY

13.1 Any personal data collected for the purpose of installing and commissioning your ASHP will be processed in accordance with our Privacy Policy, available on our website at [\[www.myheatpro.com/privacy\]](http://www.myheatpro.com/privacy) or upon request.

13.2 We will only share data with third parties (e.g., Abode Heat, DNO) where necessary for completing the installation and obtaining relevant certifications, and in compliance with applicable data protection laws.

14. DOCUMENTATION PROVIDED

Document	Provided By	Timing
MCS Installation Certificate	Abode Heat	Within 14 working days post-commissioning
DNO Notification	Abode Heat	After grid approval
Final Invoice	MyHeatPro Ltd	Post-installation
Product Warranty Registration	MyHeatPro Ltd / Manufacturer	Post-install

15. ENTIRE AGREEMENT

15.1 By signing this agreement or proceeding with payment, you confirm that you have read and agree to the Terms and Conditions herein.

15.2 This agreement, together with any documents referred to within it, constitutes the entire agreement between you and MyHeatPro Ltd regarding the installation of the ASHP. It supersedes any prior agreements, understandings, or representations, whether oral or written.

Signature & Date

Customer Signature: _____

Name (Print): _____

Date: _____