

## Terms and Conditions of Sale

By signing the Customer Order Form you will be entering into a legally binding contract with Qualis Scotland Ltd for the supply of the goods and services detailed on the quotation (the Goods and Services). Goods and Services are supplied by Qualis Scotland Ltd subject to the following terms and conditions and it is important that you read these before signing so that you understand your rights and obligations.

1.

1. 1.0

### CONFIRMATION OF GOODS AND SERVICES/PRICE AND PAYMENT

1. 1.1

Confirmation of Goods, Services and Price: Occasionally it may be necessary for Qualis Scotland Ltd to carry out a survey of your home after you have signed the Order Form in order to confirm that it is possible to supply the Goods and Services at your home. If as a result of that survey: (a) it becomes apparent that it would be unsafe or otherwise inadvisable to supply the Goods and Services at your home then Qualis Scotland Ltd may cancel this contract without liability but if it does so, Qualis Scotland Ltd will refund to you any deposit or other amount paid by you in advance; or (b) Qualis Scotland Ltd needs to make any variation to the Goods and Services 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 Qualis Scotland Ltd then you may cancel this contract and if you do so, Qualis Scotland Ltd will refund to you any deposit or other amount paid by you in advance. When the supply of Goods and Services is covered by our Fixed Price Quote, it may still be necessary for Qualis Scotland Ltd to make a variation to your order. If the price payable by you changes due to scaffolding costs over £425 or asbestos costs for the removal of the boiler and/or flue and/or asbestos insulation board (AIB) are required then these changes will be subject to your written agreement and if you do not wish to accept the changes proposed by Qualis Scotland Ltd then you may cancel this contract and if you do so, Qualis Scotland Ltd will refund to you any deposit or other amount paid by you in advance.

1.2

Specification of Goods and Services: All Goods supplied will correspond with any specification provided by Qualis Scotland Ltd and be of satisfactory quality and fit for purpose. All Services will be performed by Qualis Scotland Ltd using all reasonable skill, care and diligence. Qualis Scotland Ltd may after the date of this contract make reasonable changes to the specification of any Goods or Services where that is required to ensure compliance with any applicable law or code of practice

and/or where those changes do not result in any reduction to the standard, quality or performance of the Goods or Services in question or otherwise place you at any disadvantage.

### 1.3

Deposit: Qualis Scotland Ltd will NOT request any deposit at any time prior to commencing any work agreed. Payment will be requested on completion of work

### 1.4

Payment: The balance of the price will become payable by you immediately upon Qualis Scotland Ltd having delivered the Goods and completed the Services in accordance with this contract and you must not unreasonably withhold or delay providing confirmation that the Goods and Services have been delivered and performed to your reasonable satisfaction.

### 1.5

Credit Agreements: If you have entered into a credit agreement with a finance provider Qualis Scotland Ltd has introduced you to, you will need to enter into a separate agreement with that provider (and the funds will be paid direct to Qualis Scotland Ltd). If you later decide to withdraw from that credit 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 by you to Qualis Scotland Ltd under this contract.

### 1.6

Ownership of Goods: All Goods supplied remain the property of Qualis Scotland Ltd until paid for by you in full although this retention of ownership will not affect any claim which Qualis Scotland Ltd may have against you for the payment of any overdue amount.

### 1.7

Late Payments: If you fail to pay any amount owed to Qualis Scotland Ltd under this contract on-time then Qualis Scotland Ltd may suspend without liability further deliveries of any Goods and/or performance of any Services (including warranty repairs) until you have paid all overdue amounts.

### 1.8

VAT: Qualis Scotland Ltd shall be entitled to adjust the price payable by you to reflect any subsequent changes to the rate of VAT.

## 2.0

## UTILITY SUPPLIES AND GAS SAFETY

### 2. 2.1

Utility Supplies You are responsible for ensuring at your own cost that your home has a safe electricity and natural gas supply connection and associated meters prior to Qualis Scotland Ltd commencing work (excluding gas in the case of oil fired boilers where you are instead responsible for ensuring a connection to a suitable oil tank). Unless specifically provided for on the Order Form, arranging such supply connections and meters do not form part of the Services which Qualis Scotland Ltd are to perform.

### 2.2

Gas Safety: As part of its legal duty as a Gas Safe registered engineer Qualis Scotland Ltd is 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 Qualis Scotland Ltd 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 Qualis Scotland Ltd 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 Qualis Scotland Ltd 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 Qualis Scotland Ltd to carry out that work but Qualis Scotland Ltd 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 Qualis Scotland Ltd may cancel this contract without liability but if it does so, Qualis Scotland Ltd will refund to you any deposit or other amount paid by you in advance.

### 3.0

## DELIVERY DATES

### 3. 3.1

Delivery Dates Any dates for delivery/performance of the Goods and Services are estimates and whilst Qualis Scotland Ltd will always try to meet those dates it will not be liable for any minor delays or failures. In particular, Qualis Scotland Ltd will not be liable for any delays caused by circumstances beyond its reasonable control (such as adverse weather conditions, staff illness or a general market shortage of particular goods or parts, particularly in the case of spare parts for older/obsolete boilers).

### 3.2

Termination due to Delay: You have the right to terminate this contract without reason and at no cost at any-time before actual delivery of the Goods to your home and during a limited period following delivery – the cancellation terms are listed in point 9.2 and sets out full details of these rights and how you can exercise them. In addition, if Qualis Scotland Ltd fail to deliver the Goods and complete the Services by any dates agreed with you then, provided that the delay is not as a direct result of any breach by you of any of your obligations under this contract (such as you failing to allow Qualis Scotland Ltd access to your home) and/or due to circumstances beyond Qualis Scotland Ltd's reasonable control, you may request in writing that Help- Link complete all deliveries and Services within a further reasonable time-period. If Qualis Scotland Ltd then fail to complete all deliveries and Services within the reasonable time-period specified by you, you will then have the option to terminate this contract due to Qualis Scotland Ltd's breach.

## 4.0

### ACCESS TO YOUR HOME AND LIABILITY FOR DAMAGE

#### 4. 4.1

Access to your Home: You must provide Qualis Scotland Ltd with free access to your home to enable it to deliver the Goods and carry out the Services. You must also provide Qualis Scotland Ltd with free access to water, electricity and gas for such purposes. You must ensure that you have secured in advance any necessary licences, permits or authorisations required to enable Qualis Scotland Ltd to deliver the Goods and carry out the Services at your home (such as any listing building consents, if applicable).

#### 4.2

Damage to Goods: Once any Goods have been delivered to your home you will become liable for any loss or damage to those Goods unless such loss or damage was caused by Qualis Scotland Ltd itself or as a result of you carrying out a reasonable and careful inspection of those Goods to confirm that they comply with the requirements of this contract.

#### 4.3

Working Hours: Qualis Scotland Ltd will usually carry out work at your home during its usual working hours on Mondays to Fridays however, occasionally Qualis Scotland Ltd may decide at its own expense to work outside of these days/hours to enable it 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 requested by Qualis Scotland Ltd. If you request that Qualis Scotland Ltd carry out work outside of

these days/hours other than in order to allow Qualis Scotland Ltd to remedy any breach of this contract (for example, if you ask Qualis Scotland Ltd to fit your new boiler on a Saturday as that is the most convenient day for you) then Qualis Scotland Ltd's agreement to do so will be subject to you first agreeing to pay Qualis Scotland Ltd's additional charges for working outside of these days/hours which charges will be advised to you in advance.

#### 4.4

**Suspension of Work:** If Qualis Scotland Ltd suspend or delay the delivery of any Goods and/or the performance of any Services at your request or as a direct result of any breach by you of your obligations under this contract (for example, if you have failed to arrange a gas and electricity supply to your home before Qualis Scotland Ltd commence work) then in addition to the original price payable by you, Qualis Scotland Ltd reserves the right to charge you a reasonable additional amount to cover any unavoidable, or irrecoverable costs and/or expenses incurred by Qualis Scotland Ltd as a direct result of its suspension or delay in those circumstances.

#### 4.5

**Damage to your Home:** Whilst Qualis Scotland Ltd accepts liability for any reasonably foreseeable damage caused to your home as a direct result of its breach of this contract, you accept that some level of minor/cosmetic damage may be caused in order to perform the Services (such as damage to plasterwork, paintwork, decorations, flooring, wall coverings etc.) and that Qualis Scotland Ltd will not be responsible to you for making good such damage. In particular, in no circumstances will Qualis Scotland Ltd be liable to bury any pipework into floors or walls and cuts or holes made by Qualis Scotland Ltd will be made good but not permanently finished or redecorated; floorboards will be reinstated or replaced where necessary but special or laminated floors cannot be matched or finished; and any carpets which have been lifted will be re-laid by Qualis Scotland Ltd to the best of its ability but Qualis Scotland Ltd will not be responsible for damage caused to carpets which are glued or nailed down. Unless specifically set out on the Order Form, Qualis Scotland Ltd will not be responsible for boxing in any new or existing pipework. Where Qualis Scotland Ltd is responsible for making good any such loss or damage, Qualis Scotland Ltd cannot guarantee to match any bricks, stonework etc. on a like for like basis.

#### 4.6

**Liability for Structural Defects:** Qualis Scotland Ltd will not be liable for any damage to your home which is caused as a direct result of structural defects or weaknesses at your home unless: (a) that damage is caused as a direct result of a breach by Qualis Scotland Ltd of this contract; and/or (b) the

existence of the defect or weakness in question should have been reasonably apparent to Qualis Scotland Ltd upon a reasonable visual inspection of the area in which the Services are to be performed prior to Qualis Scotland Ltd commencing work (although for the avoidance of doubt, Qualis Scotland Ltd will not be obliged to carry out a detailed structural survey of the entire of your home nor any inspection of any parts not immediately visible to the naked eye (for example, any pipes buried under floorboards)).

5.0

#### DANGEROUS MATERIALS

5. 5.1

**Removal of Non-Dangerous Materials:** As part of the Services Qualis Scotland Ltd will remove any non-dangerous waste items from your home (such as your old boiler) which will become the property of Qualis Scotland Ltd upon removal. However, the Service does not include the removal by Qualis Scotland Ltd of any dangerous materials from your home (such as asbestos) that it would not be reasonably possible for Qualis Scotland Ltd to have identified when carrying out a reasonable visual inspection of the area of your home where the Services are to be performed prior to you signing the Order Form.

5.2

**Removal of Dangerous Materials:** If any such dangerous materials are subsequently found at your home then Qualis Scotland Ltd may agree (at its discretion) to remove those for you for an additional charge agreed with you in advance. If not, you must arrange at your own expense for a specialist contractor to remove those dangerous materials as soon as possible and Qualis Scotland Ltd will be entitled to suspend further works until you have done so and provided it with a "site clearance for reoccupation" certificate which should be provided by your specialist contractor.

5.3

**Delay in Removing Dangerous Materials:** If there is any significant delay in you arranging for the removal of any such dangerous materials from your home or should you refuse to arrange for removal of those dangerous materials then Qualis Scotland Ltd will be entitled to terminate this contract and should it do so, you must pay to Qualis Scotland Ltd a reasonable proportion of the overall price to reflect the Goods and Services which Qualis Scotland Ltd have already provided prior to termination.

## 6.0

### QUALIS SCOTLAND LTD'S RESPONSIBILITIES TO YOU

#### 6. 6.1

Qualis Scotland Ltd's Responsibility for Death or Personal Injury: Qualis Scotland Ltd accepts full responsibility for any death or personal injury which may be caused: as a result of its negligence; by any breach of its obligations under this contract; and/or as a result of any other act or omission on the part of Qualis Scotland Ltd and none of the limitations on the liability of Qualis Scotland Ltd set out in this contract will apply to claims for death or personal injury for which Qualis Scotland Ltd is responsible.

#### 6.2

Qualis Scotland Ltd's other Responsibilities to You: If Qualis Scotland Ltd breaches any of its obligations owed to you then Qualis Scotland Ltd accepts responsibility for any loss or damage which you may suffer as a direct result of its breach and which was reasonably foreseeable on the date on which you signed the Order Form. Qualis Scotland Ltd does not though accept any responsibility for loss or damage which is not caused as a direct result of its breach (including liability for any loss of earnings) or which was not reasonably foreseeable on the date on which you signed the Order Form. Further, Qualis Scotland Ltd does not accept responsibility for any loss or damage to the extent that it is caused as a direct result of you breaching any of your obligations under this contract (for example, if you fail to provide Qualis Scotland Ltd with access to your home to enable it to perform the Services) and/or due to circumstances beyond its reasonable control.

#### 6.3

Allowing Qualis Scotland Ltd the Opportunity to Put Things Right: If you suffer any loss or damage for which Qualis Scotland Ltd is responsible then you must afford Qualis Scotland Ltd a reasonable opportunity to remedy the problem (for example, by allowing Qualis Scotland Ltd access to your home to repair any damage for which it is responsible) and you must take reasonable steps to minimise or avoid any loss or damage which you may suffer as a result of Qualis Scotland Ltd's breach of this contract. Qualis Scotland Ltd will not be responsible for any loss or damage which you fail to afford it a reasonable opportunity to put right and/or which could have been avoided or minimised by you taking reasonable steps which you failed to take.

7.0

## VARIATIONS TO THESE TERMS AND CONDITIONS AND ASSIGNMENT

7. 7.1

Variations to these Terms and Conditions: Other than in the limited circumstances detailed in these terms and conditions where Qualis Scotland Ltd may make certain unilateral changes, any variation to these terms and conditions will only be valid if agreed between you and Qualis Scotland Ltd in writing.

7.2

Assignment: Qualis Scotland Ltd may assign or sub-contract some or all of its rights and obligations under this contract from time to time but any such assignment will only be in circumstances which do not prejudice your rights under this contract.

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## WARRANTIES

8. 8.1

Gas Boiler Warranty: All gas boilers supplied by Qualis Scotland Ltd are provided with the benefit of a manufacturer backed parts and labour warranty (excluding timers and controls – see 8.3 below). This means that subject to the following terms and conditions, should a fault develop with your boiler during the warranty period following its installation, the manufacturer of your boiler will repair that fault free of charge.

8.2

Installation Warranty: All parts installed by Qualis Scotland Ltd are covered by a 12month Qualis Scotland Ltd backed installation warranty.

8.3

Timers and Controls: The manufacturer's warranty period relevant to your timers and controls will be provided post installation.

8.4

Radiators and Towel Rails: Where any radiators or towel rails are supplied the relevant manufacturer's warranty will be provided post installation.

8.5

Notification of Warranty Claims: You must notify Qualis Scotland Ltd of any warranty claim as soon as reasonably possible after becoming aware of the fault or issue in question, using the contact details set out in the warranty pack provided to you by Qualis Scotland Ltd.



#### 8.6

**Warranty Conditional upon Annual Service at Your Cost:** In order to benefit from the above boiler 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. Qualis Scotland Ltd can carry out annual inspections and services for you for an additional charge or you can arrange for another supplier (who must be Gas Safe registered) to carry these out for you instead.

#### 8.7

**Your Obligation to retain Gas Inspection Records:** 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 Qualis Scotland Ltd or the manufacturer of your boiler.

#### 8.8

**Operation of your Boiler:** 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.

#### 8.9

**Exclusions from Warranty Claims:** Neither Qualis Scotland Ltd 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 Qualis Scotland Ltd of any warranty claim as soon as reasonably possible; (b) any deliberate damage or vandalism; (c) damage caused by circumstances outside of the control of Qualis Scotland Ltd (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 the behalf of Qualis Scotland Ltd 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 dependent 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 are 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 paragraph 8.3.

#### 8.10

**Exclusion of Your Existing System:** 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 Qualis Scotland Ltd such as existing radiators, pipe-work, showers, taps etc.) or the drains at your home. Whilst Qualis Scotland Ltd 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, Qualis Scotland Ltd 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 Qualis Scotland Ltd 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 Qualis Scotland Ltd of this contract, Qualis Scotland Ltd 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.

#### 8.11

**Shower Connections:** 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 Qualis Scotland Ltd will endeavour to assess whether this is a risk prior to installing your new boiler, Qualis Scotland Ltd will not be liable to you if your existing shower is not compatible with your new boiler.

### 9.0

#### TERMINATION OF THIS CONTRACT

##### 9. 9.1

Unless terminated earlier in accordance with its provisions, this contract will automatically terminate on the last day of the applicable warranty period. Any termination of this contract will not affect any claim, cause of action or liability which may have arisen before the date of termination.

##### 9.2

You can cancel this contract during a “cooling-off period” of up to 14 days after we have delivered to you or supplied the relevant Goods, which will normally be the day before we start installation. By entering into this contract, you agree that we can on your request start work before your cooling-off

period ends. If you decide to cancel this contract after we have started the delivery of Goods and Services to you, we reserve the right to charge you for any Goods or Services delivered.

### **Notice of the Right to Cancel**

Under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulation 2013, you have a right to cancel this contract during a period of 14 calendar days from the day this notice is sent or given to you. During that period if you choose to cancel the contract any money paid by you will be refunded. However if you have already given written approval for the work to begin before the end of the cancellation period you may be required to pay for goods or services already provided. If you wish to cancel the contract you must do so in writing and deliver personally or send (which may be by electronic mail or post) this to the person named below. You may use the form below if you want to but you do not have to.

The notice of cancellation is deemed to be served as soon as it is posted or in the case of an electronic communication from the day it is sent.

Complete and return this part of the form only if you wish to cancel the contract

### **Customer Cancellation Notice**

Name of customer:

Address of customer:

I/We hereby give notice that I/We wish to cancel my/our contract dated:

Customer signature:

Date:

### **This notice should be sent to:**

Name:

Address:

Email address:

Contract reference:

Date:

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### **Work commencing prior to the expiry of the Cancellation Period**

If you wish for the work to start during the 14 day cancellation period you need to complete, detach and return this part of the form. Please retain the above in case you wish to subsequently cancel the contract within the 14 days cancellation period.

I/We agree that (Insert name):

may commence work on (date), before my cancellation period has expired.

I understand that if I decide to cancel within fourteen working days, I may be asked to pay for any work that has been done prior to my cancellation.

Name of customer:

Address of customer:

Customer signature:

Date:

## Customer Complaints Procedure

We always endeavour 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.

To ensure we are able to put things right as soon as we can, please read our complaints procedure below and we will respond promptly to ensure complete satisfaction.

As soon as possible after the completion of the works, please inspect the work to ensure everything has been carried out to our usual high standards.

In the unlikely event there is anything you are not completely satisfied with, please contact us as soon as you can in order that we can rectify any problems as soon as possible.

Where we cannot resolve any complaints using our own complaints procedure, as a Which? Trusted trader we use Dispute Resolution Ombudsman for dispute resolution. In the unlikely event of a complaint arising and you wish to refer the complaint to them please contact us on 0117 456 6032 or via their website

<http://www.disputeresolutionombudsman.org/which-trusted-traders-partnership/>