

Terms And Conditions

Please read this document carefully. It contains important information about how we (The 'Company'), aim to provide our services to you (The 'Customer'). It is important that you read the terms and conditions carefully together with your quotation. These will form the basis of Your Agreement with us. If you have any questions, please call us on 0800 321 3142, or e-mail us at info@cinergi.co.uk.

General Terms and Conditions

1. Cinergi Ltd. 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."
2. Our quotation is valid for 30 days. After this time, Cinergi Ltd. may need to amend the quotation to account for changes in material price and/or availability. If any changes are applicable to your quotation, a revised quotation will be submitted for the Customer's approval prior to proceeding.
3. Any works installed by Cinergi Ltd. 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 engineers may connect to during the course of the installation (e.g. Radiators, Pumps, Pipework, Showers, and Taps.)
4. Unless specifically stated with the specific quotation & contract documents, Cinergi Ltd. have not made provision for any making good or decorating works associated with their works (for example, filling, plastering or painting wall chases formed for electrical cabling or pipework). This clause does not apply to accidental damage caused by Cinergi Ltd.; of which any will be repaired at Cinergi Ltd. cost.
5. Unless specifically stated, the price we 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. 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.

6. 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 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.
7. 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. Cinergi Ltd. 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.
8. If your installation is delayed, rescheduled or overruns, Cinergi Ltd. will not be held liable for any potential loss of earnings, annual leave or time away from work.
9. Floor coverings may need to be lifted, including tongue-and- grooved floor coverings, parquet, hardwood, rubber or tiled floors, so we can complete our work. We will discuss these requirements with you prior to formal contract agreement. Cinergi Ltd. will remove any carpets and floorboards, however, any specialist floor coverings such as parquet flooring, hardwood flooring or tiles will need to be removed by others. You can call a specialist contractor carry out the removal of any specialist flooring or we may be able arrange this for you at an extra cost. If we do any of this work for you we will only be responsible for any unnecessary damage caused directly by negligence. 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 (for example a carpet fitter to stretch and re-fit carpets).
10. Should you installation involve the removal of a a flue, 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 plumbers merchants are unlikely to match existing and we strongly advise you to supply these yourself to achieve best results.

11. If Cinergi Ltd. are connecting to an existing heating system (existing pipework and/or radiators) as part of the works, the customer will be invited to witness a pressure test on this element of this system (which will be carried out at 1.5 x working pressure of the system). This is to identify any leaks or weakness in the system so that the customer is fully aware. Cinergi Ltd. cannot be held responsible for any leaks and associated damage and repair costs caused by leaks on existing pipework or radiators (and any other existing components).
12. Our greatest priority is the safety of our customer's and their homes. We will take every 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 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 negligence.
13. If your property is a listed building, or a managed property, it is your responsibility to ensure that you have any necessary permissions prior to work commencing. If you do not ensure you have the necessary permissions, you may be prosecuted by any affected party. All permission requirements will be discussed with the customer prior to contract agreement, with the responsibility for clearly determined as to which party is responsible for making any necessary applications.
14. You will need to have an adequate electricity supply to your property before we can start the work. We require free use water and electricity throughout the duration of the works.
15. We will always endeavour to locate a heat pump, boiler, radiator, pipework or any other material or product in the position agreed at survey. This may however alter due to unforeseen technical difficulties; any alterations please discuss with the installer on arrival. Any location changes are to be agreed in writing between Cinergi Ltd. and the customer.

Guarantees & Warranties

The Warranty sets out the terms upon which Cinergi Ltd. offers warranty cover for the Products supplied by it to its Customers, and for the installation services provided by Cinergi Ltd. Registered Installers. Terms defined in Cinergi Ltd's Terms and Conditions bear the same meaning when used in this warranty. Your attention is drawn to Cinergi Ltd's Terms and Conditions, which includes provisions relevant to the warranty set out below.

16. Installation services

- 16.1. Cinergi Ltd. warrants to you that the Installation Services will be performed by the appropriately qualified and trained Cinergi Ltd. Registered Installers using reasonable care and skill, to such high standard of quality as it is reasonable for you to expect.
- 16.2. The Warranty Period for the Installation Services shall be two years from completion of the Installation Services

17. Remedial Action

- 17.1. If you make a valid claim about our service in accordance with Cinergi Ltd's Terms and Conditions, Cinergi Ltd may arrange for the relevant Products to be reinstalled by any of Cinergi Ltd's Registered or approved Installers or refund to the Customer the charge for the relevant part of the Installation Service (or a proportionate part of such charge).

18. Exceptions

- 18.1. This Warranty will only apply:
 - 18.1.1. If the Product has been installed by an Cinergi Ltd Registered Installer and has been properly used and maintained throughout the Warranty Period.
 - 18.1.2. If you have informed Cinergi Ltd of the alleged defect within the Warranty Period and within a reasonable period of discovery.

19. General conditions

- 19.1. You will promptly provide all information and support including access to site and services) reasonably necessary to enable Cinergi Ltd to evaluate any alleged defect and to perform its obligations under this Warranty.
- 19.2. You agree that all premises, plant, power, fuel support services and other inputs that you

provide for the installation and use of the Products are reasonable, are fit for purpose and will be properly used and provided.

20. Expertise

- 20.1. Any dispute as to whether a defect is covered by this warranty can be handled by the Renewable Energy Consumer Code's Dispute Resolution Process as detailed in section 9.1 of the Renewable Energy Consumer Code.

21. Third Party Rights

- 21.1. When Cinergi Ltd's has installed a system in a property that is sold within the Warranty Period the warranty will pass to the new legal owner of the property. It may not be transferred to or exercised by any third party.

22. Law

- 22.1. This warranty is governed by English law and the English courts or by the law and the courts governing where your property is if this is outside England or Wales.

23. Manufacturer's Product Warranty

- 23.1. Most Products supplied by Cinergi Ltd come with the benefit of a manufacturer's product guarantee. Where a claim in respect of any of the Products is notified to Cinergi Ltd by you in accordance with the Cinergi Ltd's Terms and Conditions, Cinergi Ltd will liaise with the manufacturer and use all reasonable endeavours to secure a replacement of the Product or the part in question) or a refund of the price of the Product (or a proportionate part of the price). This warranty does not replace or limit your legal rights to bring a claim to Cinergi Ltd as the retailer of the goods supplied.

Deposits and Balance Settlement

24. Cinergi Ltd hold the right to request a deposit payable on confirmation of order up to a maximum of 25%. Exact deposit details will be detailed within the contract documentation.
25. Cinergi Ltd hold the right to request further advance payment payable 14 days prior to installation (Payments 1 + 2 will be a maximum of 60% of total sum inc. VAT). Exact payment details will be detailed within the contract documentation.
26. Cinergi Ltd request the final payment (balance outstanding, following any previous payments & deposits) upon completion and commissioning of the works. This payment is due within 7 days of completion.
27. Cinergi Ltd require a signed copy of the order form as contained within the contract documentation prior to acceptance of any deposit or ordering any materials.

Cancellation

You have the right to cancel this contract during the 'cancellation period' without giving any reason.

The cancellation period lasts 14 days will start on the day the last part of the goods relating to the contract is delivered to you. You can also cancel the contract without penalty before any of the goods are delivered.

To exercise the right to cancel, you must inform us ***Cinergi Ltd, Poniente, Beaulieu Road, Marchwood, Southampton, SO40 4UQ, 08003213142, dan@cinergi.co.uk***, of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). You may use the attached model cancellation form, but it is not obligatory.

If you cancel within the cancellation period, we will return any deposit you may have paid in full. If you cancel after this time, we may have to charge you, based on the actual costs we have incurred by the time you cancel.

Effects of cancellation within the cancellation period

If you cancel this contract within the cancellation period, we will reimburse to you all payments received from you. If you cancel this contract within the cancellation period but after delivery of some or all of the goods, then we will reimburse to you all payments for delivery charges unless you specifically requested an enhanced delivery costing more than our normal service. In which case we will only reimburse the price of our normal delivery charges.

If you cancel this contract within the cancellation period but after delivery of some or all of the goods, then we will collect the goods from you.

Should Cinergi Ltd be charged to return the goods ordered for your works then you may have to bear some or all of the cost of returning the goods.

We will make the reimbursement without undue delay, and not later than:

- 14 days after the day we receive back from you any goods supplied; or
- if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

We may withhold reimbursement until we have received the goods back or you have supplied

evidence of having sent back the goods, whichever is the earliest.

We may make a deduction from the reimbursement for loss in value of any goods supplied if the loss is the result of unnecessary handling by you.

Starting the installation before the end of the cancellation period

Your 14 day cancellation period **starts on the day the last part of the goods relating to the contract is delivered to you**. If you want us to start work sooner for any reason, please be aware that you must ask for this in writing and you should describe why you need the work to start within the cancellation period.

Should you later decide to cancel the contract within your 14 day cancellation period, then you will have to pay reasonable charges for goods and services supplied up to the date that you cancel and for making good your property.

Complaints

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

Customer complaints may be received by telephone, letter, email or verbally on site during installation.

Our objective will be to resolve any complaints or issues to the satisfaction of the customer.

Any complaints should be entered into document L08 Customer Complaints Register and full details recorded into R06 Customer Complaints Records Sheet.

The R06 Customer Complaints Records Sheet will be passed to a designated member of staff who will contact the customer within one working day of receipt of the complaint and agree a timetable to resolve any issues.

Safety issues will be treated as a matter of urgency.

Where complaints cannot be easily and quickly resolved, the assigned member of staff will investigate the issues as thoroughly as possible. The staff member will report back to our own project and site managers, and in particular the customer, within seven working days.

Where complaints refer to performance-related issues, customers will be advised to review the RECC consumer guidance and informed that a RECC complaint form is available on RECC's web site.

RECC Consumer code guidelines will be adhered to for customer complaints at all times.

Complaints that highlight non-conformities or require preventative action will be subject to the appropriate procedure and be discussed at internal review meetings.