



TERMS AND CONDITIONS OF SALE

Goods and Services are supplied by Snug Energy Limited are subject to the following terms and conditions and it is important that you read these before agreeing so that you understand your rights and obligations.

1. CONFIRMATION OF GOODS AND SERVICES/PRICE AND PAYMENT

1.1

Confirmation of Goods, Services and Price: Snug Energy will always carry out a survey at the property prior to work commencing to agree the price. This will be quoted including VAT. This is a nonintrusive visual survey and occasionally (a) if it becomes apparent that it would be unsafe or otherwise unadvisable to supply the Goods and Services at your home then Snug Energy may cancel this contract without liability but if it does so, Snug Energy will refund to you any deposit or other amount paid by you in advance; or (b) Snug Energy 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 Snug Energy then you may cancel this contract and if you do so, Snug Energy 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 Snug Energy and be of satisfactory quality and fit for purpose. All Services will be performed by Snug Energy using all reasonable skill, care and diligence. Snug Energy 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: Snug Energy will not deliver any Goods or perform any Services until you have paid the deposit detailed on the Quotation Form. You must pay any such deposit to Snug Energy at least 48 hours before the installation is due to commence. Snug Energy may cancel this contract without liability to you if you fail to do so.

1.4

Payment: The balance of the price will become payable by you immediately and must not exceed 24 hours upon Snug Energy having delivered the Goods and completed the Services agreed in your quotation. 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 Snug Energy has introduced you to, you will need to enter into a separate agreement with that provider. 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 these terms) the outstanding balance of the price payable by you to Snug Energy under this contract.

1.6

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

1.7

Late Payments: If you fail to pay any amount owed to Snug Energy within 7 calendar days then Snug Energy may charge interest. This will be calculated on a daily basis at 2% above the base lending rate of Lloyds Bank Plc from time to time in force.

1.8

VAT: Snug Energy 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

2.1

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 Snug Energy commencing work.

2.2

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

3.0

DELIVERY DATES

3.1

Delivery Dates

Any dates for delivery/performance of the Goods and Services are estimates and whilst Snug Energy will always try to meet those dates it will not be liable for any minor delays or failures. In particular, Snug Energy 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 agreement without reason and at no cost at any-time before actual delivery of the Goods to your home. In addition, if Snug Energy 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 agreement (such as you failing to allow Snug Energy access to your home) and/or due to circumstances beyond Snug Energy's reasonable control, you may request Snug Energy complete all deliveries and Services within a further reasonable time-period. If Snug Energy 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 agreement due to Snug Energy's breach.

4.0

ACCESS TO YOUR HOME AND LIABILITY FOR DAMAGE

4.1

Access to your Home: You must provide Snug Energy with free access to your home to enable it to deliver the Goods and carry out the Services. You must also provide Snug Energy 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 Snug Energy 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 Snug Energy 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 agreement.

4.3

Working Hours: Snug Energy will usually carry out work at your home between 8:00am – 18:00pm on Mondays to Fridays. Occasionally Snug Energy may need to stay later to minimise any delay in your installation. This will be done in agreement with yourself if necessary. We will also work to carry out installations on a Saturday or Sunday at your request if we have an engineer available. This will be at no additional cost.

4.4

Damage to your Home: Whilst Snug Energy 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 Snug Energy will not be responsible to you for making good such damage. In particular, in no circumstances will Snug Energy be liable to bury any pipework into floors or walls and cuts or holes made by Snug Energy 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 Snug Energy to the best of its ability but Snug Energy will not be responsible for damage caused to carpets which are glued or nailed down. Unless specifically set out on the Quotation Form, Snug Energy will not be responsible for boxing in any new or existing pipework. Where Snug Energy is responsible for making good any such loss or damage, Snug Energy cannot guarantee to match any bricks, stonework etc. on a like for like basis.

4.5

Liability for Structural Defects: Snug Energy 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 Snug Energy of this Agreement; and/or (b) the existence of the defect or weakness in question should have been reasonably apparent to Snug Energy upon a reasonable visual inspection of the area in which the Services are to be performed prior to Snug Energy commencing work (although for the avoidance of doubt, Snug Energy 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

5.1

Removal of Non-Dangerous Materials: As part of the Services Snug Energy will remove any non-dangerous waste items from your home (such as your old boiler) which will become the property of Snug Energy upon removal. However, the Service does not include the removal by Snug Energy of any dangerous materials from your home (such as asbestos) that it would not be reasonably possible for Snug Energy 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 agreeing to the quotation.

5.2

Removal of Dangerous Materials: If any such dangerous materials are subsequently found at your home then Snug Energy 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 Snug Energy 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 Snug Energy will be entitled to terminate this agreement.

5.4

Allowing Snug Energy the Opportunity to Put Things Right: If you suffer any loss or damage for which Snug Energy is responsible then you must afford Snug Energy a reasonable opportunity to remedy the problem (for example, by allowing Snug Energy 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 Snug Energy's breach of this contract. Snug Energy 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.

6

WARRANTIES

6.1

Gas Boiler Warranty: All gas boilers supplied by Snug Energy are provided with the benefit of a manufacturer backed parts and labour warranty (excluding timers and controls – see 7.3 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.

6.2

Installation Warranty: All parts installed by Snug Energy are covered by a 12 month workmanship installation warranty.

6.3

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

6.4

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

6.5

Notification of Warranty Claims: You must notify Snug Energy of any warranty claim as soon as reasonably possible after becoming aware of the fault or issue in question either by email: enquiries@snugenergy.co.uk or telephone: 01302430999.

6.6

Warranty Conditional upon Annual Service at Your Cost: In order to benefit from the manufacturers 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 (unless stated on your quotation) in the price of this agreement and must be paid for by you in addition. Snug Energy 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.

6.7

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 to the manufacturer of your boiler.

6.8

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.

6.9

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 Snug Energy such as existing radiators, pipe-work, showers, taps etc.) or the drains at your home. Whilst Snug Energy 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, Snug Energy 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 Snug Energy 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 Snug Energy's agreement, Snug Energy 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.

6.10

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 Snug Energy will endeavour to assess whether this is a risk prior to installing your new boiler, Snug Energy will not be liable to you if your existing shower is not compatible with your new boiler.

7.0

TERMINATION OF THIS CONTRACT

7.1

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.

7.2

You can cancel this agreement during a “cooling-off period” of up to 14 days after we have delivered to you or supplied the relevant Goods, provided that such Goods have not already been installed at your request. By entering into this agreement, you agree that we can on your request start work before your cooling-off period ends in which case you may lose the right to cancel. 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. In the case of Goods that have not been installed at your request subject to the following provisions you may return the Goods to us without charge. In the event that the Goods have already been installed or you refuse to return the Goods for whatever reason we reserve the right: to deduct any such costs from the deposit we hold from you and in the event that the amount of the deposit is insufficient to cover these costs we shall invoice you for the difference; and/or we reserve the right to enter upon your property in order to remove any Goods that we have delivered; or in the event that you have already paid for the cost of the Goods or Services in full, we reserve the right to refuse repayment in whole or in part. In the event that we recover any Goods from you and the value of those Goods have diminished for whatever reason, we reserve the right to charge you for the difference.